AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 12, 2014
10:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held 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-45940** Discussion, consideration, and approval of Interlocal Agreement between the County of Hidalgo and the City of McAllen on the control of rabies within Hidalgo County.

B. **AI-45914** 1. Discussion, consideration, and action regarding the enabling legislation for the Hidalgo County Hospital District and Hidalgo County Hospital District Board of Directors.
2. Discussion, consideration, and action on Memorandum of Understanding between Hidalgo County, City of Edinburg, City of McAllen, City of Mission, and City of Pharr regarding requested legislative changes to the enabling legislation for the creation of the Hidalgo County Hospital District.

C. **AI-45857** Discussion, consideration, and approval of letter of support for Nuestra Clinica del Valle for funding to the Health Resources and Services Administration for FY 2015.

D. **AI-45924** Approval to submit letters to U.S. Senators and Representatives in support of the Health Care Fund with authority for County Judge to sign the letters.

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

C. **AI-45717** Approval of revised Resolution regarding Heritage Square TEFRA Hearing held on July 22, 2014

D. **AI-45778** 1. Approval to accept settlement check from TML Intergovernmental Risk Pool in the amount of $3,880.76 to settle property damages claim. (Juvenile Justice Center Boot Camp)
2. Approval to authorize Valde Guerra, Commissioners' Court Executive Officer, to sign Property Damage Release form to settle property damages claim with TML Intergovernmental Risk Pool.

E. **AI-45845** 1. Approval to accept settlement offer from Endeavor General Agency LLC, Insurance Company for Javier & Fidelina Hernandez, in the amount of $9,820.06 to settle property damages claim. (Sheriff's Office)
2. Approval to authorize Valde Guerra, Commissioners' Court Executive Officer, to sign Power of Attorney and surrender Title to settle property damages claim with Endeavor General Agency LLC.

F. **AI-45847** Approval to accept settlement check from Amy Reyes in the amount of $9.99 to settle property damage claim. (Pct. 4)

G. **AI-45869** Discussion and action to approve Interlocal Agreement between Hidalgo County Drainage District No. 1 & Hidalgo County, as it relates to the maintenance of existing drainage facilities, particularly in Precinct No. 3 as outlined on the attached agreement as per Board of Director's authorization on June 17, 2014.

8. **Constables:**

A. **AI-45911** Constable Pct. 1:
Discussion, consideration and approval of appointment of Deputy Constable by Constable Celestino Avila Jr., Constable Pct. 1, in accordance with the Texas Local Goverment Code 86.011 as follows:
1. Carlos Gonzales Jr.

B. **AI-45740** Constable Pct. 1:
Discussion, consideration and approval of appointment of Deputy Constables by Constable Celestino Avila Jr., Constable Pct. 1, in accordance with the Texas Local Goverment Code 86.011 as follows:

1. Francisco Sanchez
2. Troy Williams

C. **AI-45807** Constable Pct. #2:
Discussion, consideration and approval to appoint Jennifer Meri Rosillo and Jesus Cepeda as Deputy Constables by Constable Martin Cantu, Constable Precinct 2 in accordance with Texas Local Government Code Section 86.011:

D. **AI-45848** Constable Precinct No. 4:
Discussion, consideration, and approval to appoint Jose Fidencio Guzman and Orlando Lopez as Deputy Constables by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

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

A. **AI-45780** DA's- State Supplement (1281):
1. Requesting approval to accept the FY 2014-2015 D.A. State Supplement in the amount of $22,500.00.
2. Approval of certification of revenues as certified by the County Auditor for the FY 2014-2015 D.A. State Supplement Grant.
3. Approval of appropriation of funds in the amount of $22,500.00.
4. Approval of salary schedule.

B. **AI-45797** DA's Title IV-E (1100):
1. Approval of the Title IV-E Grant Budget for October 1, 2014 - September 30, 2015.
2. Approval for County Judge to sign the following documents:

a. Budget
b. Federal Funding Accountability and Transperancy Act (FFATA)

C. **AI-45736** Approval to replace the cell phones (7) on our Verizon wireless account number 223095992-00001. All 7 cell phones replacements will be free upgrades.

D. **AI-45730** Approval of the following expenses in accordance with Exiting Officials Expenditure Policy. This is an additional expense not included as part of the May 27th agenda item (44613).

Vendor	Amount	Item	Purpose of Expense
Rene Guerra	$170.80	mileage reimbursement	Attended the South Texas HIDTA Executive Committee Meeting

E. **AI-45732** Approval of the following expense in accordance with Exiting Officials Expenditure Policy:

Vendor	Amount	Item	Purpose of Expense
Rene Guerra	$2,976.48	Lodging	Reimbursement for hotel expense for 7 prosecutors that stayed at the Westin Galleria in Houston to attend the Advance Criminal Law Course on 07/21/2014-07/24/2014.

10. **County Clerk's Office - Arturo Guajardo, Jr.:**

A. **AI-45839** Requesting approval of Official Bond Renewal for Elections Administrator Yvonne Ramon.

11. **Sheriff's Office:**

A. **AI-45662** Requesting approval for reimbursement to Deputy Adam Palmer in the amount of $37.28 due to deputy paying for fuel expense out of pocket after credit card did not work.

B. **AI-45881** Approval to appropriate $114,000.00 from the unreserved fund balance in the Sheriff's Federal
Sharing - U.S. Department of Justice (Fund 1229).

12. **District Clerk - Laura Hinojosa:**

A. **AI-45719** Renewal of the State Case Registry & Local Customer Service Contract, Fiscal Year 2015-2016, between the County of Hidalgo and the Texas Attorney General's Office.

13. **TX. Agri-Life Extension Services:**

A. **AI-45677** Introduction by Andrea Valdez, County Extension Agent-Family & Consumer Sciences of the 2014-2015 Hidalgo County 4-H Ambassadors, Hidalgo County Council Officers and District 12 Council Officers.

B. **AI-45820** Barbara Storz, Dr. Jenna Anding, Roy Custodio and Ricardo Carranza to announce the second year of funding approval of USDA/SNAP benefits grant called "Growing & Nourishing Healthy Communities."

14. **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

15. **Facilities Management:**

A. **AI-45641** Facilities Management:
Requesting approval to process the following invoice as a claim with authority for the County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor:

Vendor:	Invoice #	Date:	Amount:
AIRGAS	9918873291	05/31/2014	$ 9.95
		Total:	$ 9.95

16. **IT Department - Renan Ramirez**

A. **AI-45852** Requesting approval of the following claims/invoices with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

Invoice Date	**Invoice #**	**Vendor**	**Amount**
03/23/14	9722412628	Verizon	$118.52
04/23/14	9724121751	Verizon	$118.95
05/23/14	9725833625	Verizon	$118.75
06/23/14	9727538638	Verizon	$118.55

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

A. **AI-45915** Requesting approval to re-authorize Urban County Program Director to approve certain Change Orders on Urban County Projects.

B. **AI-45838** The Urban County Program is requesting approval of Amendment No.1 to the Professional Service Agreement with S & B Infrastructure, LTD. The original contract amount was $19,505.00 and will be increased by $4,874.00, for a total contract amount of $24,379.00, utilizing CDBG FY 19 (2006)Parks, Recreational Facility Improvements project funds.

C. **AI-45697** Acceptance and approval of Amendment #1 to the Interlocal Cooperation Agreement between Hidalgo County and Hidalgo County Irrigation District No. 6 to improve Mile 2 North Road from Abram Road to La Homa Road to include a bridge over and across the Irrigation's main canal.

D. **AI-45720** The Urban County Program (UCP) is requesting approval of Amendment No. 2 to a Professional Engineering Service Contract with Dos Logistics, Inc. The Amendment will increase the contract amount of $992,411.00 by $16,450, for a total amount of $1,008,861.00 and will include the following new services: Right of Way Parcel Plats and Metes and Bound for an additional 7 parcels for the Delta Area Connector/ East Lateral Project in Precinct No.1.

E. **AI-45793** Urban County Program, on behalf of Precinct No.3, is requesting approval of the first amendment to professional services contract with Leonel Garza Jr. & Associates for an additional six (6) months to complete the needed appraisals of parcels for the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068 project known as Penitas Drain.

F. **AI-45794** Request approval to rescind action taken by Hidalgo County Commissioner's Court on July 08, 2014 (Item 13-C. Al 45195) approval of Amendment No. 1 to the existing Land Surveying contract agreement with CVQ Land Surveying under the Texas General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068, Pct. 3 Penitas Drain Project.

G. **AI-45795** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) (4) for professional surveying Services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) professional surveying firms from the County's approved "pool" as graded and evaluated by the Precinct No. 3, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-406-000-6453/DRS210068 Penitas Drain project.

Appraisal	Grade	Ranked
CVQ Land Surveying	98.33	1
DOS Land Surveying	91.33	2
R. Gutierrez Engineering	90.33	3

3. Authority to negotiate a professional surveying service contract with the No. 1 ranked firm of **CVQ Land Surveying** for the provision of **Professional Surveying Services** for the Precinct No.3 – Penitas Drain Project.

H. **AI-45796** Approval of land acquisition of Parcel # 21 for the Delta Area Connector/ East Lateral Project (GLO 12-406-000-6453/DRS 210068).

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

A. **AI-45912** Discussion, consideration and authority for the County Judge to Order the November 04, 2014 General Election

B. **AI-45913** Discussion, consideration, and authority for the County Judge to Order a Special Election on November 04, 2014 for election of the Hidalgo County Sheriff and Hidalgo County Constable Pct. #4

C. **AI-45840** Discussion, consideration and acceptance of the petition for the creation of a countywide Hospital District with taxing authority.

D. **AI-45955** Discussion, consideration and authority for the County Judge to Order the November 04, 2014 Election on the creation of a countywide Hospital District for Hidalgo County under Chapter 1122 of the Special District Local Laws Code.

E. **AI-45726** Discussion, consideration and approval for the commencement of a partnership between the Hidalgo County Election's Department and the Advocacy Alliance Center of Texas (AACT) to launch a pilot program that will dedicate a mobile voting unit during early voting to the following school districts:
1. Edinburg CISD (Edinburg North HS, Economedes HS, Edinburg HS, Robert Vela HS)
2. McAllen ISD (McAllen HS, Memorial HS, Nikki Rowe HS)
3. PSJA ISD (PSJA HS, PSJA North HS, PSJA Memorial HS)
4. IDEA Academy (Headquarters)
The pilot program will launch during the November 4, 2014 General Election. The program will continue to add 1-2 additional school districts yearly during the November General Election until 100% of Hidalgo County's school districts are participating.

F. **AI-45753** Approval of Full Contract Services between Hidalgo County and the City of Progreso for their Special Election to be held on August 9, 2014.

G. **AI-45821** Discussion, consideration and approval of Early Voting Mobile Sites for the November 4, 2014 General Election.

H. **AI-45752** Discussion, consideration and approval of amended Early Voting Sites for the November 4, 2014 General Election

19. **Head Start Program - Teresa Flores:**

A. **AI-45889** Discussion/Approval of Memorandum of Understanding (MOU) with Pharr-San Juan-Alamo (P-SJ-A) Independent School District

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

A. **AI-45744** 1. Preliminary Approval
a. Cardinal Island Subdivision – Pct. 1 (Moreno Family Limited Partnership)

2. Final Approval
a. Pueblo de Palmas Phase 15 Subdivision – Pct. 4 (J. Gary Frisby)
b. H & R Subdivision – Pct. 3 (Hector Garcia, Jr)
c. Lantana Ranch Phase II Subdivision – Pct. 3 (Hector Cortez)

21. **Colonia Access Program - John Paul Lugo:**

A. **AI-45956** Requesting approval of Round III Funding Agreement for Border Colonia Access Program Amendment #8. The amendment extends the contract period and completion of construction projects to August 31, 2015.

22. **Precinct #4 - Comm. J. Palacios:**

A. **AI-45386** Presentation of Certificates of Appreciation to volunteers for their contributions to the San Carlos Community Resource Center

B. **AI-45908** Requesting approval of amended and restated Interlocal Cooperation Agreement between the County of Hidalgo, The Edinburg Consolidated Independent School District, The City of McAllen and Hidalgo County Drainage District No.1 as it relates to improvements to portion of Mile 17 ½ Road.

C. **AI-45962** Pct. #4 Road and Bridge Fund (1200):
1. Approval of Certification of Revenues by the County Auditor for the Mile 17 1/2- Russell Road Project (Russell Road to Ware Road).

2. Approval of 2014 appropriation of funds in the amount of $314,259.75 for the Mile 17 1/2- Russell Road Project.

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

A. **AI-45721** Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of $6,928.83 (Fourth Qtr) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

B. **Budget Appropriations:**

1. **AI-45716** Tax Office-Scofflaw (1100):
Approval of 2014 appropriation of funds in the amount of $51,356.04 for various operating expenditures related to the Scofflaw Program.

2. **AI-45761** Precinct No.3 (1305):
Approval of 2014 appropriation of funds from Road District No.5 unassigned fund balance in the amount of $2,362.38 for the La Homa (SH495-FM1924) road project.

3. **AI-45860** Pct 4 - R&B (1200):
A. Approval of Certification of Revenues as certified by the County Auditor for Pct 4 1/3 Paving Revenues.
B. Approval of 2014 Appropriation of funds into Pct 4 various accounts in the amount $214,200.00

24. 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-45000** Approval and acceptance of the "Benefit Agreement" between Hidalgo County and Pre-Paid Legal Services, Inc. including the proposed "Implementation Schedule" with participation available to all eligible Hidalgo County Employees at their own cost including authority for County Judge or Presiding Officer to sign document for "RFP No: 2014-053-06-25-YSS Pre-Paid (Post Tax) Voluntary Legal Services" Project.

2. **AI-45864** A. Approval of Construction Change Directive #6 (as drafted/submitted through project architect, Alcocer/Garcia & reviewed/concurred by construction manager, Prodigy) in relation to labor and material for new gypsum board along south wall of South Tower, Re-do electrical/plumbing lines due to new structural steel, Re-work partitions at storefront and additional hardware, in an amount not to exceed $11,763.00 so as to give general contractor, D. Wilson Construction the notice to proceed and order any necessary supplies or items, if applicable.

B. Approval of Request for Payment-Application No. 9 in the amount of $294,400.12 from D. Wilson Construction Co. awarded contractor for the, "Repairs and Renovations-1st and 2nd Floors to the Former Administration Building", and as certified for payment by project architect, Alcocer Garcia Associates, Inc. and reviewed & initialed by construction manager, Prodigy C-12-029-10-23.

C. Acceptance & approval of Invoice No. 1144 in the amount of $11,226.52 submitted by contracted vendor, Prodigy Construction Management, LLC, C-13-276-09-10, for the provision of construction management services for: "Repair and Renovation for the 1st and 2nd Floors of the Former

Administration Building Project."

D. So as not to create further project delays, ratification of approved PO #712954 to Sechrist-Hall Company-$8,225.00 based on solicited proposals submitted (labor, materials & services) with terms and conditions reviewed/approved as to form by legal counsel for: Roof Penetration at the Old Administration Bldg. Renovations, 100 E. Cano, Edinburg, Tx work necessary to be performed by a Tremco approved contractor in connection with current roof warranty with authority to sign acceptance of proposal form provided (if required by vendor in addition to PO) project #2014-269A-MSS.

3. **AI-45885** FACILITIES MANAGEMENT:
Ratification of approved PO #712868 to Pro Tech Mechanical-$36,975.00 (TIPS/TAPS Coop. cont.#2012141) based on proposal (labor, materials & services) for: Replacement of York Compressor for Chiller-located at Old Admin. Bldg. at 100 E. Cano Edinburg, Tx (as extreme heat weather conditions strain & cause break-down of equipment) and working conditions becoming an urgent and major concern for health & well being of staff with authority for County Judge to execute document (Project No. 2014-269A-MSS).

4. **AI-45715** Constable Pct. #1:
A. Acceptance and approval of contract document for "Construction Materials Testing" with Raba Kistner Consultants for project specific "Concrete Masonry Unit (CMU) Block Wall Assessment" of Hidalgo County Precinct 1 Constable's Building;

B. Pursuant to above line item action; acceptance and approval of Work Authorization No. 1 through-Contract #C-14-279-08-12 in an estimated amount of $5,800.00-Phase I through requisition #261086; with RABA Kistner Consultants for the project specific study "Concrete Masonry Unit (CMU) Block Wall Assessment" of the Hidalgo County Precinct Constable's Building.

5. **AI-45804** **Constable Pct. #4:**
Approval to purchase One (1) New 2014 Dodge Ram 1500 SSV Crew Cab 4X4 through the County's membership/participation with Buyboard 430-13 McKinney Dodge Inc. in the amount of $38,720.18 which includes Police Equipment, Administration fee and delivery.

B. **Pct. 1**

1. **AI-45735** Approval of **Work Authorization No. 1** in connection to **Contract #C-13-243-08-27** with **Millennium Engineers Group, Inc.** in the amount of **$9,766.25** through assigned requisition #260205 for the provision of **"Construction Materials Testing Services"** for the **Mile 16 Road Improvements (FM 88 to Mile 4 Road)** project.

2. **AI-45890** Approval of **Work Authorization No. 2** in connection to **Contract #C-13-243-08-27** with **Millennium Engineers Group, Inc.** in the amount of **$6,137.50** through assigned requisition #261139 for the provision of "Construction Materials Testing Services" for the **Whalen Road (Bus. 83 to Moore Road)** project.

C. Pct. 2

1. **AI-45938** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional architectural services providers for the design & construction of a new county wide shop located in Pct No. 2;

Totals	Alcocer Garcia Associates Inc.	ROFA Architects	ERO Architects
scores	93	96	97
ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for professional architectural services for the design and construction of a new county wide shop located in Pct No. 2.

2. **AI-45550** Presentation of sole responsible bid received as detailed in tabulation sheet contained herein (and meeting all specifications and/or requirements) for the purpose of award and approval of contract for: Request for Bid titled: Hidalgo County Precinct No. 2-"Hauling Services for all Road Materials" through project No.: 2014-108-07-09-MEG.

3. **AI-45700** Requesting approval by contracted engineer, TEDSI Infrastructure, to utilize allowances (Environmental Documentation Allowance and Public Involvement Allowance) as stated and approved on Work Authorization No. 3, in connection with "Dicker Road Improvement." C-12-119-07-31

4. **AI-45929** Requesting acceptance and approval of Work Authorization No. 10 (with an estimated cost of $4,197.77) as submitted by Raba Kistner, Inc., Contract# C-13-351-01-21, for Construction Material Testing services for the Pct 2 Owassa Rd (1476 ft W of Intersection of Owassa Rd to "I" Rd) Paving Improvement Project.

D. Pct. 4

1. **AI-45723** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a) (4) a professional services;

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional construction materials testing and geo-technical testing services for Pct No.4 "ON CALL SERVICES".

Totals	Terracon Consultants Engineering	PSI Engineering	L&G Engineering
Scores	96	95	98
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for construction materials testing and geo-technical testing services for Pct No.4 "ON CALL SERVICES".

2. **AI-45879** A. Requesting approval of an exception to the current Accounting Procedures Manual, Chapter 11-CAR RENTALS, Articles-a. d. (or applicable articles) in connection with the expenses incurred for a rental vehicle from AVIS (a State Travel Management Program vendor) but charges a fee for a one-way rental (higher cost) from Dallas, Tx back to the Valley; and, if approved;

B. Approval the reimbursement to Comm. Joseph Palacios, HC Pct. #4, of the full car rental expense submitted (as necessitated by and due to circumstances detailed in explanation attached hereto) of $396.83 (less allowable expenses through Auditor's review) from AVIS Car Rentals.

E. Sheriff's Office

1. **AI-45647** Recommending bid award and approval of contract document to the most responsible vendor submitting lowest and best bid (and meeting specifications and/or requirements) for: Hidalgo County Sheriff's Office – "Generator Maintenance Service & Repairs at Sheriff's Facilities" under Request for Bids (RFB) No.: 2014-280-07-09-YSS.

F. District Attorney

1. **AI-45554** Requesting approval of amendment to sole source declaration with "West Publishing Corporation-Thomson Reuters" previously approved on 04/08/14-AI#43577"to include Hidalgo County District Attorney and all other applicable Hidalgo County elected offices, departments, programs and/or agencies (through all funding sources) for purchases of all future upgrades, software, maintenance-support, on-line legal research services, subscription to all types and manner of books, journals, periodicals and any other related services with said declaration to remain in effect unless

revoked by HCCC.

25. **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

C. **AI-45870** C-2135-13-E; Esperanza G. Garcia v. Hidalgo County

D. **AI-45750** C-2680-12-F; Irasema Gonzalez et al vs Hidalgo County

E. **AI-45765** Claim of Sylvia Castro

F. **AI-45841** Claim of Silvia Sierra

G. **AI-45768** Hidalgo County v. Terry L. Hooper

H. **AI-45772** Hidalgo County v. Rocio Gutierrez

I. **AI-45904** Claim of Juan Ramon Patino

26. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-45871** C-2135-13-E; Esperanza G. Garcia v. Hidalgo County

D. **AI-45751** C-2680-12-F; Irasema Gonzalez et al vs Hidalgo County

E. **AI-45766** Claim of Sylvia Castro

F. **AI-45842** Claim of Silvia Sierra

G. **AI-45771** Hidalgo County v. Terry L. Hooper

H. **AI-45774** Hidalgo County v. Rocio Gutierrez

I. **AI-45905** Claim of Juan Ramon Patino

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

28. **Open Session:**

Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

29. **Adjourn**

AI-45940 **County Judge's Office 6. A.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of Interlocal Agreement between the County of Hidalgo and the City of McAllen on the control of rabies within Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-441-43-115-085-0-350

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

BUDGETARY IMPACT:

FUNDING AVAIL. AS OF 8/11/14.

Attachments

legal

Interlocal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/08/2014 03:01 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: SANDRA DELEON Started On: 08/08/2014 02:26 PM

Final Approval Date: 08/08/2014

Zimbra **sandra.deleon@co.hidalgo.tx.us**

Fwd: Interlocal Agreement - County and McAllen

From : Monica Badillo <monica.badillo@co.hidalgo.tx.us> Fri, Aug 08, 2014 11:05 AM
Subject : Fwd: Interlocal Agreement - County and McAllen 2 attachments
To : Sandra De Leon <sandra.deleon@co.hidalgo.tx.us>

Monica Salinas Badillo, Court Administrator
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7655 ext. 5602
(956) 292-7034 (fax)

From: "Steve Crain" <scrain@atlashall.com>
To: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
Sent: Friday, August 8, 2014 10:04:48 AM
Subject: FW: Interlocal Agreement - County and McAllen

Monica: Attached is the interlocal agreement with the City of McAllen the Judge's office wants on the agenda.

From: Mary E. Stocker [mailto:mestocker@mcallen.net]
Sent: Thursday, August 07, 2014 11:58 AM
To: scrain@atlashall.com
Subject: Interlocal Agreement - County and McAllen

Mr. Crain:
Please feel free to call if you have any questions.

CITY OF McALLEN
Mary Ellen Stocker, TBLS-BCP
Personal Injury Law
CITY ATTORNEY'S OFFICE
P O Box 220, McAllen, Texas 78505-0220
Office 956.681.1092 mestocker@mcallen.net

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image001.jpg
1 KB

Signed Agreement.pdf
1 MB

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE CITY OF MCALLEN

WHEREAS, in accordance with the provisions of Chapter 791 of the Texas Government Code, Hidalgo County (hereinafter referred to as the "County") and the CITY OF MCALLEN (hereinafter referred to as "City ") execute this Agreement in furtherance of governmental functions and to provide for rabies and prevention control in accordance with the terms and provisions contained in this Agreement;

WHEREAS, Chapter 826 of the Health and Safety Code provides counties may adopt a local rabies control program in the County and set local standards that are equal to or more stringent than the program established by Chapter 826;

WHEREAS, City has a multi-faceted rabies control program and leash law ordinances to control animals as well as agreements with not for profit entities to control stray animals within City which prevents contact of animals with other animals preventing the spread of rabies;

WHEREAS, County desires City to provide City's expertise in controlling the spread of rabies within Hidalgo County;

WHEREAS, County has a population of strays that have not been vaccinated for rabies and the population of strays is increasing; and

WHEREAS, County and City are desirous of reducing the increasing population of stray animals within Hidalgo County.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained and other good and valuable consideration, the receipt of which is mutually acknowledged, City and County agree as follows:

1. City shall provide services to eliminate stray animals including contracting with not for profit entities to control the population of stray animals in Hidalgo County.
2. County shall provide funding of Forty Eight Thousand Five Hundred and no/100ths dollars ($48,500.00) to the City for control of stray animals to further rabies prevention.
3. County agrees to pay City within ten (10) days of City's invoice to County, for control of stray animals in Hidalgo County.
4. The term of this Agreement shall be one (1) year commencing with the date of this Agreement.
5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the work under this Agreement performed by each party.
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 the parties hereto, 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 County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78539

If to City: City of McAllen
Attn: City Manager
1300 Houston Avenue
McAllen, Texas 78505

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 as often as may be appropriate.
16. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
17. **Amendment**. This Agreement may be amended upon the written agreement of the parties hereto.
18. **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.
19. **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.

IN WITNESS WHEREOF, City and County have caused this Agreement to be executed by their authorized officer effective as of the _____day of _____, 2014.

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

CITY OF MCALLEN

By: _____
Roel Rodriguez, P.E., City Manager

ATTEST:

Annette Villarreal, City Secretary

APPROVED AS TO FORM:

By: _____
Kevin Pagan, City Attorney

AI-45914 **County Judge's Office 6. B.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Discussion, consideration, and action regarding the enabling legislation for the Hidalgo County Hospital District and Hidalgo County Hospital District Board of Directors.
2. Discussion, consideration, and action on Memorandum of Understanding between Hidalgo County, City of Edinburg, City of McAllen, City of Mission, and City of Pharr regarding requested legislative changes to the enabling legislation for the creation of the Hidalgo County Hospital District.

BACKGROUND

Attachments

MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/08/2014 09:07 AM
Manuel Chapa	Manuel Chapa	08/08/2014 04:52 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Erika Reyna Started On: 08/07/2014 04:00 PM

Final Approval Date: 08/08/2014

MEMORANDUM OF UNDERSTANDING

BETWEEN

HIDALGO COUNTY
And

THE CITY OF EDINBURG
THE CITY OF MCALLEN
THE CITY OF MISSION
And
THE CITY OF PHARR

SUBJECT: Requested Legislative Changes to the Enabling Legislation for the Creation of the Hidalgo County Hospital District

1.Purpose.

The purpose of this Memorandum of Understanding (MOU) is to memorialize the agreements made by the parties, i.e., Hidalgo County and the City of Edinburg, the City of McAllen, the City of Mission, and the City of Pharr (the Local Governments) in furtherance of the creation of a Hospital District in Hidalgo County that was made possible by House Bill 3793, Regular Session, 83rd Texas Legislature, as codified in Chapter 1122 of the Texas Special District Local Laws Code in order to advance the health, education, and economy of the region.

2. Background.

In House Bill 3793, Regular Session, 83rd Texas Legislature, the State of Texas authorized the enabling legislation for the creation of a Hospital District in Hidalgo County. House Bill 3793 allows the residents of Hidalgo County to approve the creation of a Hospital District in a county-wide election on a date to be determined by the Hidalgo County Commissioners Court. In order to ensure the successful operation of the Hospital District once created, legislative modifications were proposed by the County and the Local Governments so that appropriate safeguards and a checks and balances system would be clarified and explicitly written into statute.

3. Agreements between Hidalgo County and the Local Governments.

Both the County and the Local Governments have agreed upon and are committed to supporting legislative changes to be requested in the upcoming 84th Texas Legislature, beginning in January 2015. The County and the Local Governments have also agreed that all appointments to the Hospital District Board of Directors ("Board of Directors") shall not be made until after the proposed legislative changes have been passed into law during the 84th Legislative Session. After several meetings and discussions, the following agreed-to statutory provisions and legislative modifications to House Bill 3793, Regular Session, 83rd Texas Legislature, were proposed and approved by the County and the Local Governments:

(a) The Hospital District Board of Directors shall be a 9 member board and shall be comprised of 5 appointees by the Hidalgo County Commissioners Court and 4 appointees by the Local Governments, which are the four largest municipalities in the Hospital District (McAllen, Edinburg, Mission, and Pharr).

(b) The Board of Directors shall serve 3-year terms.

(c) The Board of Directors shall have a 4-term limit.

(d) An appointee to the Board of Directors does not need to possess a significant knowledge of health care.

(e) Employees of Hidalgo County are not eligible for appointment to the Board of Directors.

(f) Employees of a city or municipality within the Hospital District are not eligible for appointment to the Board of Directors.

(g) Revision to the Board of Directors vacancy process so that any vacancy that occurs will revert back to the original appointing governing body.

(h) It is the responsibility of the County to transfer dedicated and budgeted funds for indigent care services for the transition period that is triggered once the County transfers to the Hospital District the responsibility to care for the County's indigent residents. This will continue until the Hospital District begins receiving its own tax revenue for the purpose of providing medical care services to the County's indigent residents.

(i) The annual budget for the Hospital District will be prepared under the Board of Director's direction.

(j) The Hospital District budget, budget revisions, and estimated tax rate must be approved by the Board of Directors.

(k) The Hospital District budget and tax rate shall be subject to ratification by the Hidalgo County Commissioners Court.

(l) The Hospital District may not impose a tax that exceeds 25 cents on each $100 of the taxable value of property taxable by the district unless approved by a majority of the voters in an election held for that purpose.

(m) The 8% Rollback Provision of the Texas Tax Code applies to the Hospital District.

(n) The Hospital District is prohibited from participating in any reinvestment zone created by the County or any local government entity within the Hospital District. This prohibits Tax Increment Fund Participation.

(o) If for some reason the Hidalgo County Commissioners Court does not ratify a budget or tax rate proposed by the Board of Directors in a given year, the Hospital District will continue to operate under the budget and tax rate adopted the previous year.

Judge Ramon Garcia
Hidalgo County

(Date)

Mayor James E. Darling
City of McAllen

(Date)

Mayor Richard Garcia
City of Edinburg

(Date)

Mayor Norberto Salinas
City Mission

(Date)

Mayor Leo Palacios, Jr.
City of Pharr

(Date)

AI-45857 **County Judge's Office 6. C.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of letter of support for Nuestra Clinica del Valle for funding to the Health Resources and Services Administration for FY 2015.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Discussion... letter of support...

Attachments

LOS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/06/2014 11:47 AM
Manuel Chapa	Manuel Chapa	08/06/2014 02:09 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: SANDRA DELEON Started On: 08/05/2014 03:33 PM

Final Approval Date: 08/08/2014

August 12, 2014

Lucy Ramirez, Chief Executive Officer
Nuestra Clinica Del Valle
P.O. Box 1689
Pharr, Texas 78577

RE: Letter of Support for Service Area Competition
HRSA-15-010 CFDA No. 93.224

I write to you to express my support for Nuestra Clinica Del Valle (NCDV) competing application for funding to the Health Resources and Services Administration for Fiscal Year (FY) 2015.

Nuestra Clinica Del Valle proposes to continue providing comprehensive primary and preventive services to the residents of Hidalgo and Starr County. NCDV will offer a complete set of primary health services to its residents at 11 clinic locations. The primary populations served are the uninsured, underinsured and the medically indigent residents. NCDV has served as a link in providing services to meet the medical needs of the people in Hidalgo for over 42 years and expanded into Starr County in 2009. NCDV has the commitment, expertise and resources to maintain a successful quality primary health care delivery system that is culturally sensitive and affordable.

It is my expectation that Nuestra Clinica Del Valle receive a favorable response to their application for funding of an essential program which addresses the health care needs of the community.

Sincerely,

Ramon Garcia
County Judge

AI-45924 **County Judge's Office 6. D.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval to submit letters to U.S. Senators and Representatives in support of the Health Care Fund with authority for County Judge to sign the letters.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval to submit letters...

Attachments

Reps letter

Senators ltr

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/08/2014 02:34 PM
Manuel Chapa	Manuel Chapa	08/08/2014 04:54 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: SANDRA DELEON Started On: 08/08/2014 09:49 AM

Final Approval Date: 08/08/2014

August 12, 2014

The Honorable [Insert name]
Texas House of Representatives
P. O. Box 2910
Austin, Texas 78768

RE: Sign the Representative Health Center Funding Cliff Letter

For almost 50 years, America's Health Centers have proven a sound investment – expanding access to high-quality primary and preventive care, improving health outcomes, and serving as economic engines in their communities. Studies have consistently demonstrated Health Centers save the health system approximately $24 billion annually largely by keeping patients out of costlier health care settings. Health Centers continue to be a cost-effective investment in primary and preventive health care for our nation.

Health Centers are currently facing the expiration of a significant source of funding that supports their ongoing operations: the Health Center Fund, which is scheduled to end after FY2015. Under current law, this will result in a 70 percent reduction in Health Center grant funding in FY2016. Averting this funding cliff is critical to ensuring that Health Centers remain financially viable and able to serve the diverse needs of their communities, now and into the future.

I am writing today on behalf of the Hidalgo County Commissioners' Court to ask you to sign on to the letter to House leadership led by Representatives Granger, Green, Lance, and Price in support of the Health Center Program and a bipartisan solution to avert the Health Center funding cliff.

Please contact Kristen O'Neill with Rep. Gene Green at kristen.oneill@mail.house.gov, Molly McDonnell with Rep. Leonard Lance at molly.mcdonnell@mail.house.gov, Laura Thrift with Rep. David Price at laura.thrift@mail.house.gov or Theresa Vawter at theresa.vawter@mail.house.gov with Rep. Kay Granger. Thank you for your continued support of the vital role Health Centers play in preserving and expanding access to care in the communities they serve. Thank you for your consideration.

Sincerely,

Ramon Garcia
County Judge

DRAFT

August 12, 2014

The Honorable [insert Senators name]
Texas Senate
P. O. Box 12068
Austin, Texas 78711

RE: Sign the Senate Health Center Funding Cliff Letter

For almost 50 years, America's Health Centers have proven a sound investment – expanding access to high-quality primary and preventive care, improving health outcomes, and serving as economic engines in their communities. Studies have consistently demonstrated Health Centers save the health system approximately $24 billion annually largely by keeping patients out of costlier health care settings. Health Centers continue to be a cost-effective investment in primary and preventive health care for our nation.

Health Centers are currently facing the expiration of a significant source of funding that supports their ongoing operations: the Health Center Fund, which is scheduled to end after FY2015. Under current law, this will result in a 70 percent reduction in Health Center grant funding in FY2016. Averting this funding cliff is critical to ensuring that Health Centers remain financially viable and able to serve the diverse needs of their communities, now and into the future.

I am writing today on behalf of the Hidalgo County Commissioners' Court to ask you to sign on to the letter to Senate leadership led by Senators Blunt, Stabenow, Boozman, and Carper in support of the Health Center Program and a bipartisan solution to avert the Health Center funding cliff.

Please contact Conor McGrath at Conor_McGrath@blunt.senate.gov with Senator Blunt or Alex Graf at Alex_Graf@stabenow.senate.gov with Senator Stabenow to sign on. Thank you for your continued support of the vital role Health Centers play in preserving and expanding access to care in the communities they serve. Thank you for your consideration.

Sincerely,

Ramon Garcia
County Judge

DRAFT

AI-45717 **Comm. Court Executive Office 7. C.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Steve Crain **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of revised Resolution regarding Heritage Square TEFRA Hearing held on July 22, 2014

BACKGROUND

The blanks were filled in to reflect approval date of July 22, 2014; last page regarding hearing was changed to reflect correct date of July 7, 2014 not June ___, 2014 as stated on previous document approved by Court on 7/22/14.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

NO FISCAL IMPACT TO COUNTY.

Attachments

Resolution

1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 03:13 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Monica Badillo Started On: 07/28/2014 11:27 AM

Final Approval Date: 08/08/2014

RESOLUTION
APPROVING THE ISSUANCE BY
THE PUBLIC FINANCE AUTHORITY OF BONDS
ON BEHALF OF AGAPE HERITAGE SQUARE, INC. DBA AGAPE HERITAGE GP, INC.

WHEREAS, Agape Heritage Square, Inc. dba Agape Heritage GP, Inc. (the "Borrower"), has requested that the Public Finance Authority (the "Authority") issue bonds (the "Bonds") in an amount not to exceed $12,000,000, which will be used to finance the costs of the acquisition and rehabilitation of a residential rental facility known as Heritage Square located at 515 S. Sugar Road, Edinburg, Texas 78539 (the "Facility"); and

WHEREAS, the Facility will be owned and operated by the Borrower and initially managed by United Apartment Group; and

WHEREAS, the Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the "applicable elected representative" of a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, County Judge Ramon Garcia (the "County Judge") is the applicable elected representative of Hidalgo County, Texas; and

WHEREAS, the Borrower has requested that the County Judge approve the financing of the Facility and the issuance of the Bonds in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the "Joint Exercise Agreement"); and

WHEREAS, pursuant to Section 147(f) of the Code, the County Judge or his designee has, following notice duly given in The Edinburg Monitor in the form attached hereto as Exhibit A (the "TEFRA Notice"), held a public hearing regarding the financing of the Facility and the issuance of the Bonds, and the County Commissioners' Court desires to approve the financing and the issuance of the Bonds and authorize the County Judge to execute the required approval; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS' COURT OF HIDALGO COUNTY, TEXAS AS FOLLOWS:

Section 1. The County Judge is hereby authorized to approve the issuance of the Bonds by the Authority for financing the Facility. This resolution constitutes approval of the issuance of the Bonds by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Facility is located, in accordance with Section 147(f) of the Code and the Joint Exercise Agreement.

Section 2. THE BONDS SHALL NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE ISSUER, THE COUNTY OF HIDALGO, TEXAS, THE CITY OF EDINBURG, TEXAS OR THE STATE OF TEXAS OR ANY OF ITS POLITICAL SUBDIVISIONS.

Adopted this 22nd day of July, 2014.

By: _____
Name: _____
Title: _____

EXHIBIT A

NOTICE OF PUBLIC HEARING
MULTIFAMILY HOUSING REVENUE BONDS

Notice is hereby given that a public hearing will be held by the Hidalgo County Commissioners' Court (the "Host") on Tuesday, July 22, at 10:00 a.m. at the Commissioners' Court Room at 415 W. University Drive, Edinburg, Texas 78539. This hearing is for the purpose of considering the authorization and approval of the issuance by Public Finance Authority, a commission duly organized under the laws of the State of Wisconsin (the "Issuer") of its Multifamily Housing Revenue Bonds, Series 2014 (Heritage Square Apartments Project) in one or more series, pursuant to a plan of finance, in an aggregate principal amount not to exceed $12,000,000 (the "Bonds"). The Bonds are expected to be issued pursuant to Section 66.0304 of the Wisconsin Statutes, as amended. If the Bonds are approved, the proceeds of the Bonds will be used to make a loan to Agape Heritage GP, Inc., or its assigns (the "Borrower") to finance the acquisition and rehabilitation of a 204-unit residential rental facility known as Heritage Square and located at 515 S. Sugar Road, Edinburg, Texas 78539 (the "Project"). The owner and operator of the Project will be the Borrower and United Apartment Group will be the manager.

THE BONDS SHALL NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE ISSUER, THE CITY OF EDINBURG, TEXAS, THE COUNTY OF HIDALGO OR THE STATE OF TEXAS OR ANY OF ITS POLITICAL SUBDIVISIONS.

Interested persons are invited to attend this public hearing and will be given the opportunity to express their views concerning the approval by the Host of the issuance of the Bonds by the Issuer for the purpose of financing the Project.

Anyone desiring to make written comments may give them to the County Clerk at 100 N. Closner, 1st Floor, P.O. Box 58, Edinburg, Texas 78539 on or before the date and time of the aforementioned hearing. This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

By order of the County Clerk
Hidalgo County, Texas

TEFRA Approval
by
Hidalgo County Judge

Pursuant to a resolution of the Hidalgo County Commissioners' Court adopted on July 22, 2014 and a hearing held at 10:00 a.m. on the morning of July 22, 2014 pursuant to a notice duly published on July 7, 2014 in the Edinburg Monitor, I hereby approve the issuance by the Public Finance Authority of Bonds in the aggregate principal amount not to exceed $12,000,000 to be issued for the purpose of financing the acquisition and rehabilitation of a residential rental facility known as Heritage Square Apartments.

Executed this 22nd day of July, 2014.

_____
Ramon Garcia
Hidalgo County Judge

#40021447 – Jones Walker LLP – 95170845

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

JAIME GARZA, being duly Sworn on her oath states that she is the Account Representative of The Monitor and that the attached notice appeared in the following issues:

July 7, 2014

Subscribed and sworn to before me this the 8th day of July A.D.2014

Norma I. Perez

Notary Public, Hidalgo County

NOTARY PUBLIC STATE OF TEXAS
Norma I Perez
My Commission Expires
09/22/2015

NOTICE OF PUBLIC HEARING
MULTIFAMILY HOUSING REVENUE BONDS

Notice is hereby given that a public hearing will be held by the Hidalgo County Commissioners' Court (the "Host") on Tuesday, July 22, at 10:00 a.m. at the Commissioners' Court Room at 415 W. University Drive, Edinburg, Texas 78539. This hearing is for the purpose of considering the authorization and approval of the issuance by Public Finance Authority, a commission duly organized under the laws of the State of Wisconsin (the "Issuer") of its Multifamily Housing Revenue Bonds, Series 2014 (Heritage Square Apartments Project) in one or more series, pursuant to a plan of finance, in an aggregate principal amount not to exceed $12,000,000 (the "Bonds"). The Bonds are expected to be issued pursuant to Section 66.0304 of the Wisconsin Statutes, as amended. If the Bonds are approved, the proceeds of the Bonds will be used to make a loan to Agape Heritage GP, Inc., or its assigns (the "Borrower") to finance the acquisition and rehabilitation of a 204-unit residential rental facility known as Heritage Square and located at 515 S. Sugar Road, Edinburg, Texas 78539 (the "Project"). The owner and operator of the Project will be the Borrower and United Apartment Group will be the manager.

THE BONDS SHALL NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE ISSUER, THE CITY OF EDINBURG, TEXAS, THE COUNTY OF HIDALGO OR THE STATE OF TEXAS OR ANY OF ITS POLITICAL SUBDIVISIONS.

Interested persons are invited to attend this public hearing and will be given the opportunity to express their views concerning the approval by the Host of the issuance of the Bonds by the Issuer for the purpose of financing the Project.

Anyone desiring to make written comments may give them to the County Clerk at 100 N. Closner, 1st Floor, P.O. Box 58, Edinburg, Texas 78539 on or before the date and time of the aforementioned hearing. This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

By Order of the County Clerk
Hidalgo County, Texas

AI-45778 **Comm. Court Executive Office 7. D.**

CC - REGULAR

Meeting Date: 08/12/2014

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

Department: SAFETY DIVISION

Information

CAPTION

1. Approval to accept settlement check from TML Intergovernmental Risk Pool in the amount of $3,880.76 to settle property damages claim. (Juvenile Justice Center Boot Camp)
2. Approval to authorize Valde Guerra, Commissioners' Court Executive Officer, to sign Property Damage Release form to settle property damages claim with TML Intergovernmental Risk Pool.

BACKGROUND

DOI: 06/20/14 Acct #: 4-1100-360-00-000-005-0-000

Attachments

TML Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/31/2014 02:57 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Aida Alvarez Started On: 07/31/2014 08:59 AM

Final Approval Date: 08/08/2014

THIS CHECK IS NOT AUTHENTIC UNLESS IT CONTAINS A BLUE TO GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WATERMARK

Texas Municipal League
Intergovernmental Risk Pool
Joint Self Insurance Fund
1821 Rutherford Lane Austin, TX 78754

Frost National Bank
Parkdale

30-9/1140
59

Date	Number
07/24/14	05213130

TML/1400213260/

Amount

Pay *THREE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS & 76/100***
**********$3880.76*

Carol A. Loughlin

Amy L. Romanek

To COUNTY OF HIDALGO

Void After 90 Days

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

⑈ 05213130 ⑈ ⑆114923222⑆ 29 9990348⑈

PAYEE THIS IS YOUR RECORD OF CLAIM PAYMENT PLEASE DETACH

CLAIM NUMBER	PAYMENT FOR	FOR THE PERIOD	AMOUNT	CODE
9999997				L508
TML/1400213260/ -	COUNTY OF HIDALGO SAFET	06/20/14 06/20/14	3880.76	O 30

COPY

ABSOLUTE SERVICES

WORK TICKET

Service ☐ Warranty ☐ Work Order ☐

NO: [illegible]1119

2005 Industrial Drive
McAllen, TX 78504
(956) 631-6931
1-800-597-9456

PREMISES PROTECTED BY STOP ABSOLUTE SERVICES 800-597-9456

ACR-1717 B09278

Service Call #: _____

Requested By: _____

Request Date: _____

Customer P.O.: _____

WORK LOCATION:

NAME: Pharr Boot Camp

ADDRESS: _____

CITY: Pharr ZIP: _____

TELEPHONE: _____

BILL TO:

NAME: _____

ADDRESS: _____

CITY: _____ ZIP: _____

TELEPHONE: _____

Service Technician:	Arrival Time:	DepartureTime:	Date Completed:	Billable	G/B
SP-112-115			6/25/14	☑	☐

Customer Request: Repair Damaged Conduit + Wire

Services Rendered: Repaired all Wiring + Conduit Damaged To Led Uptown + CCTV System Working Properly at This Time.

QTY:	MATERIAL:	PRICE:	AMOUNT:	DATE:	LABOR:	HRS:	RT:	AMOUNT:
2	C.A.T.5	160.00	320.00	6/25/14	115	11.50	260.00	2,340
1	Travel	200.00	200.00	[illegible]	[illegible]	[illegible]	[illegible]	
2	1/4 Conduit	12.50	25.00	6/25/14	[illegible]	2.0	[illegible]	520.00
							Total Labor	2,340.00
							Total Material	645.00
	Misc Consumables	100.00	100.00				Trip Charge	30.00
			Total Material				Sub Total	3,585.00
							Tax	295.76
							TOTAL	3880.76

Customer Signature

Mgr PCMS.

REV 02/12

TML
INTERGOVERNMENTAL RISK POOL

Workers' Compensation • Property • Liability

July 24, 2014

County of Hidalgo
Attn: Lauro Torres
9805 N. 10th Street
McAllen, TX 78504

RE:	Fund Member	:	City of Weslaco
	Claimant	:	County of Hidalgo
	DOL	:	06/20/14
	TMLIRP Claim #	:	1400213260

Dear Mr. Torres:

Enclosed is TMLIRP's check for the agreed amount of $3,880.76 for your loss due to the above referenced claim. You will also find enclosed a "*Release*" that needs to be signed by every party that is referenced on the check. After all parties have signed the "*Release*", please return to me in the self-addressed envelope provided.

If the check is cashed, this claim will be considered closed and full consideration for your damages will have been rendered.

If you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Sincerely,

Claire Anderson

Claire Anderson
Claims Specialist
Texas Municipal League IRP

CA/oc

Enclosure: *TML Check, Release, Return Envelope*

cc: Veronica Ramirez
City of Weslaco
255 S. Kansas Ave
Weslaco, TX 78596-6158

TML Claim Number: 1400213260 CA

RELEASE

We, County of Hidalgo, for and in consideration of the sum of Three Thousand Eight Hundred Eighty and 76/100 Dollars ($3,880.76), the receipt and sufficiency of which is hereby acknowledged, release and forever discharge the City of Weslaco its employees and officers, in both their individual and official capacities, its successors, agents, representatives, servants, and any other related or affiliated persons, firms or corporations, and the Texas Municipal League Intergovernmental Risk Pool, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands, whether in law or in equity, including claims for contribution, which may have arisen or will arise in the past, present, or future, whether known or unknown, arising out of an occurrence that happened on or about the 20th day of June, 2014 at or near Weslaco, Texas.

Further, in consideration of the above payment, We release and agree to indemnify and hold harmless the Released Parties against loss, including counsel fees, from any and every claim or demand of every kind and character, including claims for contribution, which may be asserted by us by reason of said occurrence, injuries and/or damages or the effects of consequences thereof. We further understand and agree that all claims, past, present and future are disputed and that this full and final release thereof shall never be treated as evidence of liability, which is expressly denied.

We do hereby acknowledge by signing this Release that We have read and fully understand the terms of the Release and that We have executed this Release of Our own free will.

CAUTION: READ CAREFULLY BEFORE SIGNING!

_____

Releasor- County of Hidalgo

STATE OF TEXAS §
COUNTY OF _____§

BEFORE ME, the undersigned authority, personally appeared _____, who stated to me upon oath that he/she has read and signed the foregoing Release for the purposes and consideration therein expressed, and for no other reason, and that he/she did so of his/her own free will.

SUBSCRIBED AND SWORN TO BEFORE ME on this the _____ day of _____, 20___.

_____

Notary Public in and for The State of Texas

TML
INTERGOVERNMENTAL RISK POOL

AI-45845 **Comm. Court Executive Office 7. E.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Valde Guerra **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

1. Approval to accept settlement offer from Endeavor General Agency LLC, Insurance Company for Javier & Fidelina Hernandez, in the amount of $9,820.06 to settle property damages claim. (Sheriff's Office)
2. Approval to authorize Valde Guerra, Commissioners' Court Executive Officer, to sign Power of Attorney and surrender Title to settle property damages claim with Endeavor General Agency LLC.

BACKGROUND

DOI: 5/22/14 Acct#: 4-1100-360-00-000-005-0-000

Attachments

Endeavor General Agency LLC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/06/2014 11:45 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Rosie Luna Started On: 08/05/2014 10:44 AM

Final Approval Date: 08/08/2014

ENDEAVOR
GENERAL AGENCY, LLC

OLD AMERICAN COUNTY MUTUAL FIRE INSURANCE COMPANY
P.O. BOX 139
FATE, TX 75132-0139
PHONE:(972) 772-1820
FAX: (469) 402-0961

HIDALGO COUNTY SHERIFF
711 EL CIBOLO RD
EDINBURG, TX 78542

RE: Claim #: 2014-TXE07296
Insured: FIDELINA ANGEL HERNANDEZ
Date of Loss: 05/22/2014
Policy #: EGE410192863-002

June 30, 2014

Dear HIDALGO COUNTY SHERIFF,

Enclosed find the Power of Attorney that needs to be signed by the title owner of the vehicle. **Please sign ONLY, leaving all other information blank, and return the originals along with the original Title to the vehicle to our office at:**

Endeavor General Agency, LLC
P O BOX 139
FATE, TX 75132

The settlement check will be released upon receipt of the original documents and confirmation of vehicle pick up.

Thank you for your cooperation and please don't hesitate to contact our office if you have any further questions.
Sincerely,

CHRIS WRIGHT
CLAIMS REPRESENTATIVE
972-772-1820, Ext. 7050
cwright@endeavorga.com

Power of Attorney to Transfer Motor Vehicle

Texas Department of Motor Vehicles

- No alterations allowed
- Complete all sections online or on printed form
- Print in blue or black ink, signature must be in blue or black ink

This is to certify that I, HIDALGO COUNTY SHERIFF'S OFFICE
Type or Print Legal Name of Owner: First Middle Last (and suffix, if any)

of the County of _____

and the State of Texas, owner of the following described motor vehicle, do make, constitute and appoint:
Old American County Mutual Fire Insurance Company
Type or Print Legal Name: First Middle Last (suffix, if any)

of the County of ROCKWALL and the State of TX, my true and lawful attorney,

for me and in my name, place and stead to title, and to allow my attorney the authority to substitute, as it pertains to the motor vehicle described as follows:

Year	Make	Body Style	Model	License Plate Number
2010	FORD	SDN	CROWN VICTORIA	
Vehicle Identification Number			**Title / Document Number**	
2FABP7BVXAX142161				

This completed and signed form grants my attorney full power and authority to do and perform all and every act necessary to transfer and assign the legal title to the motor vehicle described, or to purchase and apply for a title to anyone who my attorney may substitute.

NOTE: This form must be properly completed before it is an acceptable document. The power of attorney cannot be granted to the selling or buying dealer, an employee of the dealer, or relative of the dealer, unless the vehicle is exempt from the odometer disclosure law (i.e., the year model is ten or more years old, the carrying capacity exceeds 18,000 lbs., or the vehicle is not self-propelled). This form may be used in a dealer sale if a disinterested third party is appointed. A disinterested third party is defined as an individual with no relationship to the dealer or dealership.

If a Power of Attorney is used to apply for title, initial registration, or a certified copy of title, the person(s) signing must include a photocopy of their photo identification, as required by state law.

I further certify that the current odometer reading is _____ miles and to the best of my
(No Tenths)
knowledge the odometer reading is the ***ACTUAL*** mileage of the vehicle unless one of the following statements is checked:

☐ 1. The mileage stated is in ***EXCESS*** of its mechanical limits.

☐ 2. The odometer reading is ***NOT*** the actual mileage. ***WARNING - ODOMETER DISCREPANCY***

HIDALGO COUNTY SHERIFF'S OFFICE
Type or Print Legal Name of Owner: First Middle Last (suffix, if any)

_____
Signature of Owner

_____ _____ _____ _____
Mailing Address City State Zip

_____
Date

State law makes falsifying information on this application a third-degree felony.

Zimbra **lauro.torres@co.hidalgo.tx.us**

CLAIM# 2014-TXE07296

From : Chris Wright <cwright@endeavorga.com> Thu, Jun 26, 2014 09:14 AM
Subject : CLAIM# 2014-TXE07296 1 attachment
To : LAURO TORRES <LAURO.TORRES@CO.HIDALGO.TX.US>

External images are not displayed. Display images below

Thanks Lauro,

Company Retain Values
Actual Cash Value: $8,625.00
Tax: 6.25% $539.06
Title Fee: $33.00
Total: $9,197.06
Owner Retain Values
Actual Cash Value: $8,625.00
(-)Salvage Value: $1,979.04
Total: $6,645.96

A Personable Company

Chris Wright
Claims Adjuster
Endeavor General Agency LLC.
P.O. Box 139
Fate, TX 75132-0139
P: (972) 772-1820 Ext. 7050
F: (469) 402-0961 Fax
www.EndeavorGA.com
This electronic message contains information from the offices of Endeavor General Agency, LLC and its subsidiaries that may be privileged and confidential. The information is intended for the use of the addressee(s) only. If you are not an addressee, note that any disclosure, copying, distribution, or use of the contents of this e-mail is prohibited. If you have received this e-mail in error, please contact the Sender at (972) 772-1820.
(TX Lic. #17102)

2014-TXE07296 CV EVAL.pdf
33 KB

SOUTH TEXAS COMMUNICATIONS
709 E. PECAN MCALLEN, TEXAS 78501 PHONE: 956-687-8591 FAX: 956-687-1735
1705 E. PRICE BROWNSVILLE, TEXAS 78521 PHONE: 956-544-4553 FAX: 956-544-4554

PROPOSAL

QUOTE # : 14-100257 **308** **6/26/2014**

HIDALGO-COUNTY OF-
SHERIFF OFFICE
711 ELCIBOLO RD
EDINBURG, TX. 78541

ATTN: RICHARD OZUNA
PH : 956-393-6022
FAX : 956-393-6021
MOBILE: 956-457-4236
EMAIL: RICHARD.OZUNA@HIDALGO.COUNTY
USER CONTACT TERRY CONTRERAS
USER PHONE 956-393-6019
USER EMAIL TERRY.CONTRERAS@HIDALGOSO.ORG

ITEM	MODEL	DESCRIPTION	QTY	EACH	AMOUNT
1	**L.R.LH.HAW**	REMOVE LED HEAD - HIDE-A-WAY	6	$ 25.00	$ 150.00
2	**L.R.HF**	REMOVE HEADLIGHT FLASHER	1	$ 13.00	$ 13.00
3	**L.R.LB.I**	REMOVE LIGHTBAR - INTERNAL (FRONT)	1	$ 36.00	$ 36.00
4	**L.R.LB.I**	REMOVE LIGHTBAR - INTERNAL (REAR)	1	$ 36.00	$ 36.00
5	**L.R.CC**	REMOVE CENTER CONSOLE	1	$ 50.00	$ 50.00
6	**L.R.S.FM**	REMOVE SIREN - FRONT MOUNT	1	$ 20.00	$ 20.00
7	**L.R.SS**	REMOVE SIREN SPEAKER	1	$ 20.00	$ 20.00
8	**L.R.MVS**	REMOVE MOBILE VIDEO SYSTEM	1	$ 75.00	$ 75.00
9	**L.R.MC.L**	REMOVE MOBILE COMPUTER - LAPTOP	1	$ 20.00	$ 20.00
10	**L.S.B**	LABOR SERVICE - REMOVE MODEM	1	$ 100.00	$ 100.00
11	**L.R.R.FM**	REMOVE RADIO - FRONT MOUNT	1	$ 30.00	$ 30.00
12	**L.R.A**	REMOVE ANTENNA	1	$ 13.00	$ 13.00
13	**L.R.K9K**	REMOVE K9 KIT	1	$ 20.00	$ 20.00
14	**L.R.K9K.O**	REMOVE K9 KIT - OPTION	1	$ 20.00	$ 20.00
15	**L.R.LSGR**	REMOVE LOCKING SHOTGUN RACK	1	$ 20.00	$ 20.00
		(CUSTOM WORK WILL BE CHARGED SEPERATLY)			

TOTAL EQUIPMENT / INSTALL / SERVICES PACKAGE		**$ 623.00**
SALES TAX	**0.00%**	$ -
TOTAL		**$ 623.00**

AI-45847 **Comm. Court Executive Office 7. F.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Valde Guerra **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Amy Reyes in the amount of $9.99 to settle property damage claim. (Pct. 4)

BACKGROUND

DOI: 5/19/14 Acct#: 4-1100-360-00-000-005-0-000

Attachments

Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/06/2014 11:46 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Rosie Luna Started On: 08/05/2014 10:51 AM

Final Approval Date: 08/08/2014

GET A $25 GIFT CARD FOR EVERY $100 SPENT ON ONLINE SHIP TO HOME ORDERS. Use Code: MAY25 See Details

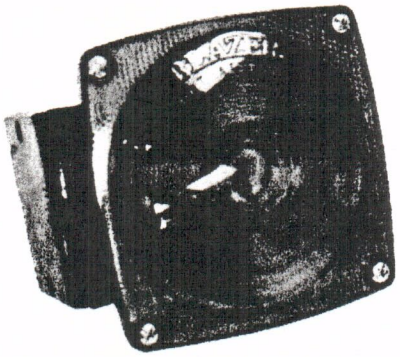
Blazer/7 function submersible trailer stop, tail and turn light

(0 reviews)

Price: $9.99

Hot Deals & Savings

FREE Shipping
On orders $75 or Greater and FREE Shipping to APO, FPO, DPO addresses. See Details



Part Number: C81
Pick Up In Store:
Order in Store
Ship To Home
Special Order
| Ships within 1 business days.

AMY N REYES
3504 SUNNYSIDE DR
EDINBURG, TX 78542-4381

1028
37-65/1119 3755
7937017437

Aug. 4. 2014
Date

Pay to the Order of County of Hidalgo $ 9.99

Nine dollars with ninety-nine cents Dollars

Security Features Details on Back.

WELLS FARGO Wells Fargo Bank, N.A. Texas wellsfargo.com

For

A. R. MP

⑈111900659⑈ 7937017437⑈ 01028

© WFB. N.A. AMERICAN FLOWER

BUY WITH CONFIDENCE

ABOUT CORE PARTS
Buy online and return core parts to the store to be refunded the price.
Core Parts Policy

FREE SHIPPING
On orders $75 or greater and free shipping to APO, FPO, and DPO addresses.
Get More Details

RETURN ANYWHERE
Buy online, return anywhere
Get More Details

SAME-DAY STORE PICKUP
Save time by buying online and picking up items in store.
Learn More

PAYMENT METHODS VISA

PROTECTED BY

AI-45869 **Comm. Court Executive Office 7. G.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: G.Garza, DD 1 / Pct. 3 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and action to approve Interlocal Agreement between Hidalgo County Drainage District No. 1 & Hidalgo County, as it relates to the maintenance of existing drainage facilities, particularly in Precinct No. 3 as outlined on the attached agreement as per Board of Director's authorization on June 17, 2014.

BACKGROUND

Steve Crain has prepared agreement.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Drainage agrees to shred and clean the ditch(es) located in the Right of Way with equipment and labor of Drainage;

County with its equipment and labor will collect all shredded material and debris resulting from the cleaning of the ditch(es) on the Right of Way and haul such materials to a disposal area located offsite of such Right of Way.

Attachments

ICA

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/06/2014 11:52 AM
Manuel Chapa	Manuel Chapa	08/08/2014 10:06 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Monica Badillo Started On: 08/06/2014 10:36 AM

Final Approval Date: 08/08/2014

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the ____ day of August, 2014, by and between the HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, hereinafter referred to as "Drainage" and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County owns a right of way located in Precinct 3 of County more particularly described in Exhibit "A" attached hereto and incorporated herein at this point for all purposes (the "Right of Way"); and

WHEREAS, within the Right of Way are located drainage ditches which have become overgrown with grass and brush;

WHEREAS, County desires to have the Right of Way shredded and cleaned in order to improve drainage in the vicinity;

WHEREAS, it is in the best of Drainage to have the ditches located in the Right of Way clear of grass and brush for drainage water to flow into Drainage's ditches.

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

1. Drainage agrees to shred and clean the ditch(es) located in the Right of Way with equipment and labor of Drainage;
2. County with its equipment and labor will collect all shredded material and debris resulting from the cleaning of the ditch(es) on the Right of Way and haul such materials to a disposal area located offsite of such Right of Way.

3. County, to the extent allowable by law, agrees to hold Drainage harmless from any and all damages and expenses arising out of the shredding and cleaning of the ditch(es) located within the Right of Way.

4. **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 any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

5. **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.

6. **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 District and County, and not otherwise.

7. **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.

8. **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 County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
302 W. University Dr.
Edinburg, Texas 78539

If to District: Hidalgo County Drainage District No. 1
Attention: Manager
902 N. Doolittle
Edinburg, Texas 78541

With copy to: Commissioner, Precinct No. 3
Attention: Joe Flores, Commissioner
724 North Breyfogle
Mission, Texas 78574

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

9. **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.

10. **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.

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

12. **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 of paragraph hereof.

13. **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.

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

15. **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.

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

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

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

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, 2014 by _____in the capacity therein stated.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, 2014 by Ramon Garcia in the capacity therein stated.

_____
Notary Public, State of Texas

EXHIBIT A

DESCRIPTION OF RIGHT OF WAY

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

Precinct 3 and Drainage District No 1 Ditch Maitenance Interlocal

From : Steve Crain <scrain@atlashall.com> Mon, Aug 11, 2014 04:26 PM

Subject : Precinct 3 and Drainage District No 1 Ditch Maitenance Interlocal

To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

Monica: This email is to confirm that Atlas hall & Rodriguez LLP prepared the above referenced interlocal agreement.

AI-45911 **Constables 8. A.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Constable Celestino Avila Jr **Submitted By:** Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. 1:
Discussion, consideration and approval of appointment of Deputy Constable by Constable Celestino Avila Jr., Constable Pct. 1, in accordance with the Texas Local Goverment Code 86.011 as follows:
1. Carlos Gonzales Jr.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Monies budgeted within position 291-001 slot#0011.

Attachments

LGC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/08/2014 08:43 AM
Obdett Calzada	Obdett Calzada	08/08/2014 02:44 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Joe Espinoza Started On: 08/07/2014 02:08 PM

Final Approval Date: 08/08/2014

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

§ 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with
a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than
$500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed

on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of
office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995; Acts 2005, 79th Leg., ch. 1094, § 18, eff. Sept. 1, 2005.

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred
by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

§ 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office

by the judge of the district court in the manner provided by law for
the removal of county officers.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

§ 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is
necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to
post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not
been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the

consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of

full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, § 1, eff. Jan. 1, 1998.

§ 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

AI-45740 **Constables 8. B.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Raul Lozano Jr., CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. 1:
Discussion, consideration and approval of appointment of Deputy Constables by Constable Celestino Avila Jr., Constable Pct. 1, in accordance with the Texas Local Goverment Code 86.011 as follows:

1. Francisco Sanchez
2. Troy Williams

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Monies budgeted within position (291-013 slot #'s 0001 & 0002).

Attachments

local goverment code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 04:39 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Raul Lozano Jr. Started On: 07/30/2014 11:03 AM

Final Approval Date: 08/08/2014

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

§ 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with
a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than
$500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed

on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of
office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995; Acts 2005, 79th Leg., ch. 1094, § 18, eff. Sept. 1, 2005.

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred
by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

§ 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office

by the judge of the district court in the manner provided by law for
the removal of county officers.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

§ 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the

consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of

full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, § 1, eff. Jan. 1, 1998.

§ 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

AI-45807 **Constables 8. C.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Roxanne De La Cruz, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. #2:
Discussion, consideration and approval to appoint Jennifer Meri Rosillo and Jesus Cepeda as Deputy Constables by Constable Martin Cantu, Constable Precinct 2 in accordance with Texas Local Government Code Section 86.011:

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Monies budgeted within position (292-013 slot no. 0001 & 0002).

Attachments

Texas Goverment Code Sec.86.001

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/01/2014 03:35 PM
Obdett Calzada	Obdett Calzada	08/05/2014 01:12 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Roxanne De La Cruz Started On: 08/01/2014 11:18 AM

Final Approval Date: 08/08/2014

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than $500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts

1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.
Amended by:
Acts 2005, 79th Leg., Ch. 1094, Sec. 18, eff. September 1, 2005.

Sec. 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001.
Amended by:
Acts 2005, 79th Leg., Ch. 954, Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the

citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it

necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

Sec. 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the

county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, Sec. 1, eff. Jan. 1, 1998.

Sec. 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall

be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal. This section does not apply to actions brought under or that could have been brought under Chapter 34, Civil Practice and Remedies Code.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:
Acts 2007, 80th Leg., R.S., Ch. 421, Sec. 6, eff. September 1, 2007.

Sec. 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

AI-45848 **Constables 8. D.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Constable A. JR Gaitan **Submitted By:** Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Precinct No. 4:
Discussion, consideration, and approval to appoint Jose Fidencio Guzman and Orlando Lopez as Deputy Constables by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

BACKGROUND

Jose Fidencio Guzman and Orlando Lopez Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact

Monies budgeted within department/position

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Monies budgeted within position(294-001 slot #0007 and 294-013 slot#0001).

Attachments

Chap86

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/05/2014 11:43 AM
Manuel Chapa	Manuel Chapa	08/06/2014 09:37 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Nayla Munoz Started On: 08/05/2014 11:21 AM

Final Approval Date: 08/08/2014

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) Except as provided by Subsection (c-1), a reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(c-1) If a constable appoints more than one reserve deputy constable, the constable may execute a blanket

surety bond to cover the reserve deputy constables. Instead of a reserve deputy constable executing an individual bond under Subsection (c) or the constable executing a blanket surety bond, the county may self-insure against losses that would have been covered by the bond.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 261, Sec. 1, eff. June 17, 2011.

AI-45780 **District Attorney 9. A.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA's- State Supplement (1281):
1. Requesting approval to accept the FY 2014-2015 D.A. State Supplement in the amount of $22,500.00.
2. Approval of certification of revenues as certified by the County Auditor for the FY 2014-2015 D.A. State Supplement Grant.
3. Approval of appropriation of funds in the amount of $22,500.00.
4. Approval of salary schedule.

BACKGROUND

Funding is provided by the State.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1281-412-00-080-010-5-xxx

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

BUDGETARY IMPACT:

County Fiscal/ Calendar year: 4
Grant Account Fiscal year: 5
State Fiscal Year: 2015

Appropriation of funds into DA State Supplement fund in the amount of $22,500.00.

"DA State Supplement Grant Revenue"- Acct# 4-1281-334-10-080-010-5-000

Grant Period 09/01/2014 to 8/31/2015

No local cash match is required. 100% state funding.

Attachments

Appropriation- State Supp
Salary Schedule 080-010

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/31/2014 02:39 PM
Obdett Calzada	Obdett Calzada	08/08/2014 10:41 AM
Rosalinda Cantu	Rosie Cantu	08/08/2014 03:06 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM
Form Started By: Roy Cazares		Started On: 07/31/2014 10:15 AM

Final Approval Date: 08/08/2014

DATE: August 12, 2014

DEPARTMENT HEAD: Rene Guerra

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: **4-1281-412-00-080-010-5-XXX**

Contact Person: Roy Cazares **Ph#** 318-2300 Ext. 758

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
4-1281-412-00-080-010-5-122	Temp P/T Employees	$20,758.37
4-1281-412-00-080-010-5-220	FICA	$1,588.02
4-1281-412-00-080-010-5-250	Unemployment Comp.	$118.32
4-1281-412-00-080-010-5-260	Worker's Compensation Insurance	$35.29
4-1281-334-10-080-010-5-000	**DA State Supplement Grant Revenue**	$22,500.00
	TOTAL BUDGET INCREASE (DECREASE)	**$22,500.00**

REASON: 2014-2015 Budget. Funding provided by the State from September 1, 2014 - August 31, 2015.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1281-412-00-080-010-5

AI - 45780

D.A. STATE SUPPLEMENT

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
T013	122	CLERK I	$0.00	$7,056.00	$7,056.00	0	$0.00	$0.00	$7,056.00	$7,056.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,056.00
T014	122	CLERK I	$0.00	$7,047.00	$7,047.00	0	$0.00	$0.00	$7,047.00	$7,047.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,047.00
T015	122	CLERK I	$0.00	$6,683.00	$6,683.00	0	$0.00	$0.00	$6,683.00	$6,682.83	$0.00	$0.00	$0.00	$0.00	$0.00	$6,683.00
			$0.00	$20,786.00	$20,786.00		$0.00	$0.00	$20,786.00	$20,785.83	$0.00	$0.00	$0.00	$0.00	$0.00	$20,786.00

AI-45797 **District Attorney 9. B.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA's Title IV-E (1100):
1. Approval of the Title IV-E Grant Budget for October 1, 2014 - September 30, 2015.
2. Approval for County Judge to sign the following documents:

   a. Budget
   b. Federal Funding Accountability and Transperancy Act (FFATA)

BACKGROUND

The State reimburses the county for handling of the Title IV-E Child Welfare cases.
The Child Welfare Services contract has not yet been received, therefore it will be presented to court at later date.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** SEE BELOW

FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:** SEE BELOW

BUDGETARY IMPACT:

The County matches 100% of all costs related to Title IV E County Child Welfare Services. However, the Texas Department of Family and Protective Services reimburses the county for part of the expenses when the county handles Title IV E cases. Actual reimbursement is based on Eligible Population Rate (EPR) in effect for the county during the month in which expenses are incurred. The reimbursement is then receipted in a General Fund Revenue account (Acct #4-1100-331-12-080-001-0-000 TDPRS-TITLE IV-E CO LEGAL SRV CONTRACT).

Attachments

DATitleIVEbudget
DATITLEIVE
letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/01/2014 03:33 PM
Rosalinda Cantu	Rosie Cantu	08/07/2014 04:22 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Roy Cazares Started On: 08/01/2014 08:20 AM

Final Approval Date: 08/08/2014

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
December 2010

Budget Narrative

County:	**Hidalgo County**
Contract Number:	**23941008**
Budget Effective Date:	**10/1/2014-9/30/2015**

Clearly describe each expense to be incurred and billed to this contract, including justification for expense. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.s

A. Administration

A.1. Direct Personnel Salaries

Salaries of employees that will be working on Title IV-E files

A.2. Direct Personnel Fringe Benefits

Fringe benefits of employees that working on Title IV-E files

A.3. Direct Personnel Travel

Assistant District Attorneys travel allowance ($900.00) yearly) is given to be able to make any necessary home visits to victims, police departments, travel from our office to CPS offices when needed.

A.4. Direct Materials and Supplies

Office Supplies needed for Title IV-E files

A.5. Direct Equipment

Replacement of existing printers and purchase of scanners

A.6. Direct Other Costs

Books such as the family code, civil procedures and penal codes. Telephone usage and court cost such as citations when the need to be served on family members or out of county witnesses and also pay for sign

B. Training

B.1. Title IV-E Training (75%)

Training that is offered directly relating to Title IV-E

B.2. Title IV-E Fostering Connections Training (65%)

Traiining that offers relating to fostering connections

B.3. Non-Title IV-E Training (50%)

Prosecutors continuing education hours (CLE)

C. Indirect Costs (if applicable)

Cost of publishing citations in an attempt to located parents on the newspaper and interent.

FFATA Certifications

The Federal Funding Accountability and Transparency Act (FFATA) certifications enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DFPS detailing which of the below statements it cannot certify and why*.**

Did your organization complete the CCR registration? ☒ Yes ☐ No

Enter Your Dun & Bradstreet (D&B) DUNS Number, and its parent if applicable: 10-311-0834

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☒ No ☐ N/A (if entity does not generate income)

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No" or N/A, answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☒ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☒ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No ☐ N/A (if entity reports through some other means, state how:)

If your answer is "No" you must provide compensation information to DFPS for FFATA reporting. If N/A, you may still be required to supply compensation information pending DFPS or federal awarding agency approval.

FFATA Certifications

As the duly authorized representative (Signatory) of the Contractor named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.

Ramon Garcia **Printed Name of Authorized Representative**	**Signature of Authorized Representative**
County Judge **Title of Authorized Representative**	**Date**
Hidalgo County **Legal Name of Contractor**	**23941008 & 23941009** **Contract Number**

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
John J. Specia, Jr.

July 24, 2014

Re: FY 2015 - County Legal Services AND Welfare Board IV-E Annual Review

Contract Number: 23941008 / 23941009

Dear Honorable Judge Ramon Garcia:

The Texas Department of Family and Protective Services (DFPS) must comply with federal regulations by conducting an annual review of your Title IV-E contract which includes the following contract actions:

- Identifying the budget to be used for the new contract period. This may include obtaining and approving a revised budget or confirmation of the continued use of the most current budget;
- ensuring documentation of the most current signature designation authority as documented on Form 2031, Signature Authority Designation; and
- obtaining a current Form 4734 Federal Funding Accountability and Transparency Act (FFATA) Certification.

Attached are the documents required to be maintained:

- Budget Form 2030CLIVE and Budget Form 2030CWIVE
- Signature Authority Designation, Form 2031;
- Federal Funding Accountability and Transparency Act (FFATA) Certification Form 4734; and

Please return the budget forms and their associated narrative to support the projected expenditures. If your agency claims an indirect rate, return your agency's most current and approved indirect rate. **If a revised budget is not necessary, indicate in your return correspondence that the budget will remain as previously submitted.**

Return Form 2031 only if the signature authority has changed.

Return completed Form 4734.

Please return the appropriate enclosed documents to Elizabet Garza via email to elizabet.garza@dfps.state.tx.us by August 1, 2014.

If you have any questions regarding the proper completion of the enclosed documents, please contact Elizabet Garza at (956) 316-8270 or elizabet.garza@dfps.state.tx.us.

Sincerely,

Clerissa Castillo

Clerissa Castillo
Contract Manager

cc: Edna Fuentes, CPS Contracts Program Director

Enclosure(s):

- Budget for Title IV-E County Child Welfare Services (Form CWIVE) and Budget for Title IV-E County Legal Services (Form 2030CLIVE)
- Signature Authority Designation (Form 2031)
- Federal Funding Accountability and Transparency Act (FFATA) Certifications, (Form 4734)

AI-45736 **District Attorney 9. C.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Approval to replace the cell phones (7) on our Verizon wireless account number 223095992-00001. All 7 cell phones replacements will be free upgrades.

BACKGROUND

Replacing cell phones with free upgrades.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 04:50 PM
Obdett Calzada	Obdett Calzada	08/05/2014 11:53 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Roy Cazares Started On: 07/29/2014 03:44 PM

Final Approval Date: 08/08/2014

AI-45730 **District Attorney 9. D.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Approval of the following expenses in accordance with Exiting Officials Expenditure Policy. This is an additional expense not included as part of the May 27th agenda item (44613).

Vendor	Amount	Item	Purpose of Expense
Rene Guerra	$170.80	mileage reimbursement	Attended the South Texas HIDTA Executive Committee Meeting

BACKGROUND

The additional mileage reimbursement is due to Mr. Guerra coming back to attend the South Texas HIDTA Executive Committee Meeting in San Antonio when he was already in Austin to attend the 2014 Annual BPU Meeting.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1281-412-00-080-012-4-583

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

BUDGETARY IMPACT:

Funds available through PO# 709551, as of 8/5/2014.

Attachments

DAMileageHIDTA

travel

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 04:49 PM
Obdett Calzada	Obdett Calzada	08/05/2014 10:37 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Roy Cazares Started On: 07/29/2014 02:33 PM

Final Approval Date: 08/08/2014

HIDALGO COUNTY, TEXAS
OUT - OF - COUNTY
FINAL TRAVEL EXPENSE CLAIM

EMPLOYEE NAME: RENE A. GUERRA | DEPARTMENT: DISTRICT ATTORNEY

TRAVEL TO CITY: AUSTIN/SAN ANTONIO | STATE: TX

DEPARTURE DATE: 6/9/2014 | RETURN DATE: 6/11/2014

TIME OF DEPARTURE: 6:00 AM | TIME OF RETURN: 6:00 PM

PURPOSE OF TRIP: 2014 ANNUAL BPU CONFERENCE / HIDTA Executive Meeting

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

	DATES OF TRAVEL FOR YEAR						2014
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
DESCRIPTION OF TRIP	6/9	6/10	6/11	6/12	6/13	6/14	TOTALS
Airline / Bus / Train							$ -
Car Rental							-
Gasoline for Car Rental							-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:	163,905 ~~160,825~~	Ending Mileage:	164,236 ~~159,856~~	TOTAL MILEAGE: 331	(MILEAGE RATE) 0.560	185.36
NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.							
Hotel (Excluding Meals)							-
Parking / Tolls							-
Taxi and Other Ground Transportation							-
Telephone							-
Registration Fees							-
MEALS (based upon actual charges)		NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.					
Type of Travel (In State =1 /Out of State =2)	1						
With Receipts = 1 / Without Receipts = 2							
Breakfast ($9 per diem)							
Lunch ($12 per diem)							
Dinner ($18 per diem)							
Total Actual Meal Expense	-	-	-	-	-	-	
Total Allowable Meal Expense per County Policy (County Employee)							-
Other (Please explain below):							-
Explanation Notes:	MR. GUERRA TRAVELED TO AUSTIN, TEXAS TO ATTEND THE 2014 ANNUAL BPU CONFERENCE, ON HIS WAY BACK HE STOPPED IN SAN ANTONIO, TEXAS FOR THE HIDTA EXECUTIVE MEETING AND WILL NEED THE APPROPRIATE MILEAGE REIMBURSEMENT FROM THE HIDTA ACCOUNT						

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee.
(I.e. Airfare, Hotel accommodations,Car Rentals, Registration)

Payee Name	Expense Type	Check No./ PO. No.	Amount
Total			$ -

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 185.36
AMOUNTS ADVANCED TO EMPLOYEE ON :	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	-
REMIT TO ME	$ 185.36
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely for official County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from another source.

Rene Guerra — EMPLOYEE SIGNATURE — DATE

APPROVED BY: FOR RENE GUERRA — DIVISION DIRECTOR/SUPERVISOR — 6/24/2014 DATE

APPROVED FOR PAYMENT BY: FOR RENE GUERRA — DEPARTMENT HEAD

4-1252-412-00-270-012-0-583 — GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/14)

Note: This report is due no later than 20 calendar days of return from travel.

Google

Directions to 6000 Middle Fiskville Rd, Austin, TX 78752
331 mi – about **4 hours 58 mins**

100 N Closner Blvd, Edinburg, TX 78539

	1. Head **south** on **N Closner Blvd** toward **W Cano St**	go 492 ft total 492 ft
	2. Take the 1st right onto **W Cano St**	go 358 ft total 0.2 mi
	3. Take the 1st right onto **S 10th Ave**	go 0.1 mi total 0.3 mi
	4. Turn right onto **W McIntyre St**	go 400 ft total 0.4 mi
	5. Take the 1st left onto **US-281 BUS N/N Closner Blvd** Continue to follow US-281 BUS N About 7 mins	go 4.1 mi total 4.4 mi
69C	6. Take the ramp on the left onto **I-69C N/US-281 N** About 50 mins	go 58.2 mi total 62.6 mi
69C	7. Slight left onto **I-69C/US-281 N** Partial toll road About 1 hour 8 mins	go 80.4 mi total 143 mi
281	8. Continue onto **US-281 N/Nueces St** Continue to follow US-281 N About 16 mins	go 14.8 mi total 158 mi
37	9. Take the ramp onto **I-37 N/US-281 N** Continue to follow I-37 N About 49 mins	go 61.1 mi total 219 mi
	10. Take exit **133** for **I-410 W/US-281 S**	go 0.5 mi total 219 mi
281	11. Merge onto **US-281 S**	go 0.2 mi total 220 mi
410	12. Merge onto **I-410 W** About 17 mins	go 18.6 mi total 238 mi
	13. Take exit **7** toward **Marbach Rd**	go 0.1 mi total 238 mi
	14. Merge onto **I- 410 Access Rd/SW Loop 410** About 1 min	go 0.5 mi total 239 mi
	15. Continue straight to stay on **I- 410 Access Rd/SW Loop 410**	go 0.4 mi total 239 mi
	16. Turn right onto **Meadow Breeze Dr** Destination will be on the right About 54 secs	go 0.3 mi total 239 mi

Total: **239 mi** – about **3 hours 31 mins**

7406 Meadow Breeze Dr, San Antonio, TX 78227 — total 0.0 mi

	17. Head **west** on **Meadow Breeze Dr** toward **I- 410 Access Rd/SW Loop 410** About 52 secs	go 0.3 mi total 0.3 mi

	18. Turn right onto **I- 410 Access Rd/SW Loop 410** About 2 mins	go 1.1 mi total 1.4 mi
	19. Take the **Interstate 410 N** ramp on the left	go 0.1 mi total 1.5 mi
	20. Merge onto **I-410 N** About 17 mins	go 17.0 mi total 18.5 mi
	21. Keep left at the fork, follow signs for **Austin** and merge onto **I-35 N** About 1 hour 4 mins	go 71.6 mi total 90.1 mi
	22. Take exit **238A** toward **Farm to Market 2222 W**	go 0.1 mi total 90.3 mi
	23. Merge onto **Interstate 35 Frontage Rd** About 1 min	go 0.8 mi total 91.0 mi
	24. Turn left onto **U.S. 290 Frontage Rd**	go 423 ft total 91.1 mi
	25. Continue onto **E Koenig Ln**	go 0.1 mi total 91.2 mi
	26. Slight right onto **Clayton Ln**	go 0.1 mi total 91.3 mi
	27. Turn right onto **Middle Fiskville Rd** Destination will be on the left	go 335 ft total 91.4 mi

Total: **91.4 mi** – about **1 hour 27 mins**

6000 Middle Fiskville Rd, Austin, TX 78752

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2014 Google, INEGI

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.

(calvin.shivers@ic.fbi.gov); Dora Munoz; Gabriel E Martinez (gmartinez1@ci.laredo.tx.us); Jimmy D. Reyes (JimmyR@sanantonio.gov); Jon Muschenheim (jon.muschenheim@usdoj.gov); Salvador Moreno - CBP (Salvador.Moreno@cbp.dhs.gov); Steven S. Whipple (Steven.S.Whipple@usdoj.gov); Waylon Bullard (wbullard@valverdesheriff.com); Aaron Rouse (Aaron.Rouse@ic.fbi.gov)
Cc: Anthony Trevino; Carmen Amaya (Carmen.amaya@dps.texas.gov); Dora Guzman (dguzman@valverdesheriff.com); Elsa Moncivais (elsa.v.moncivais@ice.dhs.gov); Gracie Gomez (Graciela.Gomez@ci.irs.gov); Janie Carrizales (janie.carrizales@co.cameron.tx.us); Jill Lamberson (Jill.Lamberson@dhs.gov); Joann Lopez (Joann.A.Lopez@usdoj.gov); Kim Cannon (kimberly.cannon@usdoj.gov); Maria Lerma (Maria.lerma@usdoj.gov); Maricela Ibarra (mibarra@da.co.starr.tx.us); Melissa Moy (melissa.moy@ic.fbi.gov); Melody Nelson (melody.nelson@usdoj.gov); Norma Valdez (nvaldez@ci.laredo.tx.us); Bernard W. Ammerman (BERNARD.AMMERMAN@CO.WILLACY.TX.US); Brenda Gonzalez; cvgarcia@webbcountytx.gov; David Coronado (david.coronado@co.willacy.tx.us); Isidro Alaniz (iralaniz@webbcountytx.gov); Jenny Camacho; Luis Carlos DeLeon; Oscar Rivera (oscar.rivera@co.willacy.tx.us); Pete Acosta (USMS); Arcelia Lopez-Elizondo (aelizondo2@ci.laredo.tx.us); Charlotte Golden (charlotte.l.golden@usdoj.gov); Dianna Winstead (dianna.winstead@usdoj.gov); Elizabeth Soto (esoto@valverdesheriff.com); Mary Alice Sauceda (mary.sauceda@dhs.gov); Sonia Salazar (SAPD) (Sona.Salazar@sanantonio.gov); Sonya Lopez; Valirie Nash (Valirie.Nash@ice.dhs.gov)
Subject: South Texas HIDTA Executive Committee Meeting Reminder

SOUTHWEST BORDER – SOUTH TEXAS HIDTA
8600 WURZBACH ROAD, SUITE 802
SAN ANTONIO, TEXAS 78240
(210) 692-1532 – TELEPHONE
(210) 692-1891 – FACSIMILE

South Texas HIDTA

Executive Committee Meeting Reminder

- The next South Texas HIDTA Executive Committee Meeting is scheduled for:
- Date: Wednesday, June 11, 2014
- Time: 10:00 AM
- Meeting Location: South Texas HIDTA Director's Office
  8600 Wurzbach, Suite 802
  San Antonio, TX 78240
- Minutes from March 20, 2014 are also attached for review prior to meeting.
- As customarily done in the past, accommodations will be arranged individually by each Committee Member, but if you need assistance, please do not hesitate to contact this office at (210) 692-1532.

Terry Velez
Executive Assistant
South Texas HIDTA
8600 Wurzbach #802

Clariza Ramos

From: Sonya Lopez [slopez@hidtataskforce.us]
Sent: Monday, June 23, 2014 9:44 AM
To: clariza.ramos@da.co.hidalgo.tx.us
Subject: FW: South Texas HIDTA Executive Committee Meeting Reminder
Attachments: EXCOMM Mtg 032014.pdf

Good Morning Ms. Clariza,

Attached is the back-up.

Thanks
Sonya

From: Dora Munoz
Sent: Wednesday, June 04, 2014 2:12 PM
To: Sonya Lopez
Subject: FW: South Texas HIDTA Executive Committee Meeting Reminder

Good afternoon, Ms. Tterry
It's probably going to be myself, in place of Mr. Guerra

Dora L Muñoz
Commander
Hidalgo County Criminal District Attorney H.I.D.T.A Task Force
PO Box 5719
McAllen, TX 78502
956-381-0444 (tel)
956-381-8722 (fax)

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Hidalgo County Criminal District Attorney HIDTA Task Force. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

From: Terry Velez [mailto:tvelez@stxhidta.net]
Sent: Monday, June 02, 2014 2:57 PM
To: Christopher H. Combs (Christopher.Combs@ic.fbi.gov); Elizabeth Saenz (Elizabeth.Saenz@usdoj.gov); Janice Ayala (Janice.ayala@ice.dhs.gov); Joe Frank Martinez (jfmartinez@valverdesheriff.com); Jose C. Rodriguez III (jose.rodriguezIII@dps.texas.gov); Joseph Arabit (joseph.m.arabit@usdoj.gov); Kenneth Magidson (ken.magidson@usdoj.gov); Luis Saenz (luis.saenz@co.cameron.tx.us); Omar Escobar (omar.escobar@da.co.starr.tx.us); Raymond E. Garner (rgarner@ci.laredo.tx.us); Rene Guerra (raghcda@yahoo.com); Rodolfo Karisch "Rudy" (Rodolfo.Karisch@dhs.gov); Steven McCollough (steven.mccollough@ci.irs.gov); Tony Garcia (tgarcia@stx.hidta.net); William McManus (police.chief@sanantonio.gov); Aristides Jimenez (ajimenez@ice.dhs.gov); Calvin Shivers

San Antonio, Texas
March 20, 2014

Aaron Rouse
Chair

Luis V. Saenz
Vice-Chair

Tony Garcia
Director

MEMBERS:

Cameron County
District Attorney

Drug Enforcement
Administration

Federal Bureau of
Investigation

Hidalgo County
District Attorney

Homeland Security
Investigations

Internal Revenue Service
– Criminal Investigations

Laredo Police Department

San Antonio
Police Department

Starr County
District Attorney

Texas Department of
Public Safety

US Attorney's Office –
Southern District Texas

US Border Patrol

US Marshals Service –
Southern District Texas

Val Verde County
Sheriff's Office

Executive Committee Meeting Minutes

Meeting was called to order by the STX HIDTA Executive Committee Chair, Aaron Rouse, representing the Federal Bureau of Investigation. Executive Committee Members and other meeting attendees introduced themselves. The Director, Tony Garcia recognized the 2013 National HIDTA Award winners and presented them with their certificates and awards. Outstanding Financial Investigative Effort was awarded to the San Antonio DEA HIDTA Task Force, and The Mary Marshall Outstanding Administrator Award recognized Gina Hinojosa, STX HIDTA Financial Manager.

APPROVAL OF MINUTES:

Minutes from December 4, 2013 were reviewed by Executive Committee. Motion to accept as written was made by Luis Saenz, representing the Cameron County District Attorney's office, and seconded by Omar Escobar, representing the Starr County District Attorney's office, motion carried.

OLD BUSINESS:

- *Initiative Review Proposed Schedule* – Deputy Director Michael Dromgoole informed the Executive Committee that all the Initiative Reviews are scheduled during the month of April 2014 by the Director and Deputy Director. Mr. Dromgoole also advised the committee of the change in due dates for the Annual Report, Threat, Strategy and Budget from ONDCP, which will require all reports be completed by June 15, 2014.

- *Intelligence Sub-Committee Update* – Frank Martinez, representing the San Antonio Police Department, gave an update on the progress made by the Intelligence Sub-Committee and passed out the reports on the Amistad Intelligence Center and the Laredo Intelligence Support Center. The group will continue to meet with the intelligence support centers in our AOR to review their efforts and will meet to discuss before presenting their findings to the Executive Committee in June.

NEW BUSINESS

- *LISC Proposed Position Change* – Director Garcia asked the Executive Committee to review the request from the Laredo Intelligence Support Center's new Intelligence Analyst. A motion to approve the position change came from Jon Muschenheim, representing the US Attorney's office for the Southern District of Texas and seconded by Vice-Chair Luis Saenz, motion carried-none opposed.

- *Congressional Letter* – Director Garcia spoke about the President's push to cut 19% from the budget and how that would impact the HIDTA. He proposed that the Executive Committee send a letter to our congressmen and senators for our area of operation in order to give them the discussion points needed to arm themselves to fight on our behalf. Motion to send a Congressional Letter from the Executive Committee was made by Omar Escobar and seconded by G. E. Martinez, representing the Laredo Police Department, motion carried.

- *Executive Committee Charter* – Director Garcia mentioned that the Executive Committee Charter had not been reviewed in a number of years and will be reviewing and updating the charter as necessary. The Executive Committee will then receive the revised charter by May 2, 2014 for consideration of approval so they have 30 days before ratifying the charter at the June 2014 meeting.

DIRECTOR'S STAFF UPDATES:

- *Deputy Director* – Deputy Director Michael Dromgoole did not have a report for the Executive Committee at this time, however, he did present the Training Statistics provided by the Training Coordinator who was unable to attend.

- *PMP Coordinator* – Leroy Barrera presented the final 2013 PMP statistics to the Executive Committee. The Committee was also informed that Mr. Barrera is working with all the initiatives to complete the 2015 Initiative Budget Descriptions (IBDs).

- *Financial Manager* – Gina Hinojosa presented the approved 2014 Budget to the Executive Committee. She also informed them that the 2011 Budget has been closed out.

- *Intelligence Coordinator*
  - Eddie Hebisen spoke about the continued use and value that the Hemisphere Project has brought to South Texas HIDTA.
  - Mr. Hebisen also thanked the members of the Intelligence Sub-Committee for their work on the reviews of the intelligence initiatives.
- *Director*
  - Director Garcia informed the committee that DEA and CBP may help in the financing of the Hemisphere Project. The National HIDTA Directors voted to recommend the use of the 2014 Discretionary funding to cover the cost for one year for access via Los Angeles, Houston and Atlanta, HIDTA's.
  - Director Garcia also discussed the negative impact of the DOD reduction of budgets for the National Guard Training Programs.
  - Director Garcia also notified the Executive Committee that ONDCP has changed the due dates for all reports from the HIDTAs to June 15th, including the Annual Report, Threat and Strategy as well as the 2015 Budget.
  - Director Garcia and Deputy Director Dromgoole attended the HIDTA Director's Meeting in Phoenix, AZ the week prior to the meeting. At the meeting, they voted to lift the National Meeting Moratorium and planned the next meeting for Awards Conference in Washington, DC sometime in Dec. 2014.
  - Director Garcia advised the Executive Committee that he would be in South Padre Island on April 1-2 to attend the Southwest Border Sheriff's Coalition and the Texas Border Sheriff's Coalition.
  - Director Garcia will also be attending the DHE Region 1 Conference in Phoenix, AZ on May 6-7, 2014.

Executive Session

Next Meeting Date: **Financial Sub-Committee** will meet in Laredo, TX on June 3-4 for initiative budget presentations for the 2015 Budget Year (location TBD).

Executive Committee will meet at 10:00 am on Wednesday, June 11, 2014 in San Antonio, TX at the Director's Office.

Meeting Adjourned 12:58pm.

ATTENDEES PRESENT:

Executive Committee:

Aaron Rouse, Chair	Federal Bureau of Investigation
Luis Saenz, Vice-Chair	Cameron County DA Office
Jon Muschenheim	USAO, Southern District of Texas
G. E. Martinez	Laredo Police Department
William Cotter	Internal Revenue Service
Joe Frank Martinez	Val Verde Sheriff's Office
Mel Rodriguez	Drug Enforcement Administration
Omar Escobar	Starr County DA Office
Jose Rodriguez, III	Texas Department of Public Safety
Rodolfo Karisch	US Border Patrol
Janice Ayala	Homeland Security Investigations
Frank Martinez	San Antonio Police Department
Tom Clark	US Marshal Service – Southern District
Rene Guerra	Hidalgo County DA Office

Director's Staff:

Tony Garcia	Director
Michael Dromgoole	Deputy Director
Edward Hebisen	Intelligence Coordinator
Leroy Barrera	PMP Manager
Gina Hinojosa	Financial Manager

Other Attendees:

Waylon Bullard	Val Verde Sheriff's Office
Gabriel Colon	49th District - District Attorney
Luis Carlos De Leon	Unified Narcotic Intelligence Taskforce
Chris Kurzon	City of San Antonio Leasing
Chief Jose Bañales	San Antonio Police Department
Chief Janae Florance	San Antonio Police Department
Oscar Rivera, Jr.	Willacy County DA Office
Bernard Ammerman	Willacy County DA Office
Isidro Alaniz	Webb County DA Office
Ari Jimenez	Homeland Security Investigations
Marcos Martinez	Office of Attorney General
Tom Loper	Office of Attorney General
Zach Carroll	Texas National Guard
Robert Andry	Texas National Guard
TSGT Lopez	Texas National Guard
Clete Buckaloo	Texas OAG Law Enforcement

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: District Attorney's
Contact Name: Roy Cazares
Telephone # 956-318-2300

Purchase Order Number: **709551**
Increase # **2** for this Purchase Order
Procurement Method:
- ☐ Contract #_____
- ☐ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ☐ Quotes over $1,000.00 (verbal quotes)
- ☐ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 30368
Vendor Name: **Rene A. Guerra**
Address:

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$ 1,193.80
331	MILE	MILEAGE EXPENSE COMMODITY CODE 92845	.56	$ 185.36
		Amount of Increase Request		$ 185.35
		TOTAL AMOUNT		$ **1,379.16**

Account Number: **4-1252-412-00-270-012-0-583**

Reason: **Need to reimburse Mr. Guerra for half of the mileage expenses from the HIDTA account. Mr. Guerra stopped at San Antonio, Texas for the HIDTA Executive Meeting on his way back from the Annual BPU Conference in Austin, Texas.**

Authorization: FOR RENE GUERRA — Department Head — Date 6/24/2014

Reviewed by: _____ Purchasing Department — Date _____

Approved By: _____ Purchasing Agent — Date _____

Approved By: _____ Hidalgo County Auditor — Date _____

HIDALGO COUNTY, TEXAS
OUT - OF - COUNTY
FINAL TRAVEL EXPENSE CLAIM

PD 20 pass!

EMPLOYEE NAME: RENE A. GUERRA
DEPARTMENT: DISTRICT ATTORNEY
TRAVEL TO CITY: AUSTIN/SAN ANTONIO
STATE: TX
DEPARTURE DATE: 6/9/2014
RETURN DATE: 6/11/2014
TIME OF DEPARTURE: 6:00 AM
TIME OF RETURN: 6:00 PM
PURPOSE OF TRIP: 2014 ANNUAL BPU CONFERENCE

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

	DATES OF TRAVEL FOR YEAR						2014
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
DESCRIPTION OF TRIP	6/9	6/10	6/11	6/12	6/13	6/14	TOTALS
Airline / Bus / Train							$ -
Car Rental							-
Gasoline for Car Rental							-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:	163,905 ~~160,525~~	Ending Mileage:	164,236 ~~150,856~~	TOTAL MILEAGE: 331	(MILEAGE RATE) 0.560	185.36
Hotel (Excluding Meals)							-
Parking / Tolls							-
Taxi and Other Ground Transportation							-
Telephone							-
Registration Fees							-
MEALS (based upon actual charges)		NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.					
Type of Travel (In State =1 /Out of State =2)	1						
With Receipts = 1 / Without Receipts = 2							
Breakfast ($9 per diem)							
Lunch ($12 per diem)							
Dinner ($18 per diem)							
Total Actual Meal Expense	-	-	-	-	-	-	
Total Allowable Meal Expense per County Policy (County Employee)							-
Other (Please explain below):							-
Explanation Notes:	MR. GUERRA TRAVELED TO AUSTIN, TEXAS TO ATTEND THE 2014 ANNUAL BPU CONFERENCE, ON HIS WAY BACK HE STOPPED IN SAN ANTONIO, TEXAS FOR THE HIDTA EXECUTIVE MEETING AND WILL NEED THE APPROPRIATE MILEAGE REIMBURSEMENT FROM THE HIDTA ACCOUNT						

NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.

305 ~~150.80~~

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee.
(I.e. Airfare, Hotel accommodations,Car Rentals, Registration)

Payee Name	Expense Type	Check No./ PO. No.	Amount
Total			$ -

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 185.36
AMOUNTS ADVANCED TO EMPLOYEE ON :	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	-
REMIT TO ME	$ 185.36
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely for official County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from another source.

Rene Guerra — EMPLOYEE SIGNATURE — DATE

APPROVED BY: FOR RENE GUERRA — DIVISION DIRECTOR/SUPERVISOR — 6/24/2014 DATE

APPROVED FOR PAYMENT BY: FOR RENE GUERRA — DEPARTMENT HEAD

4-1252-412-00-270-012-0-583 — GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/14)

Note: This report is due no later than 20 calendar days of return from travel.

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

For faster processing of payment please submit invoice, back to me with this page as the cover page. Do not remove any pages attached.

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 07/29/2014

TO: Clariza Ramos

DEPARTMENT: (080) CRIMINAL DISTRICT ATTORNEY

FROM: Connie Salazar CS.

PHONE: (956)-318-2511 ext 4625

REFERENCE: GUERRA, RENE A. Invoice #06/09-11/14

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #06/09-11/14*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☑ OTHER: Due to Exiting Elected Official Expenditure Policy; The policy requires Commissioners Court approval of expenditures that exceed 3) Any Travel expenditure that exceeds $500.00 where the elected official is doing the traveling.

  Need CC approval for the one way mileage of $170.80 (return trip from Austin). The one way mileage of $170.80 (departing to Austin) was already approved with Agenda Item #44613
- ☐ COMMENTS / RECOMMENDATION:

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

AI-45732 **District Attorney 9. E.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Approval of the following expense in accordance with Exiting Officials Expenditure Policy:

Vendor	Amount	Item	Purpose of Expense
Rene Guerra	$2,976.48	Lodging	Reimbursement for hotel expense for 7 prosecutors that stayed at the Westin Galleria in Houston to attend the Advance Criminal Law Course on 07/21/2014-07/24/2014.

BACKGROUND

Mr. Guerra's credit card was used to pay for hotel expenses.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-080-002-0-583

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

BUDGETARY IMPACT:

Funds available as of 8/5/2014.

Attachments

DA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 04:50 PM
Obdett Calzada	Obdett Calzada	08/05/2014 11:47 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Roy Cazares Started On: 07/29/2014 02:33 PM

Final Approval Date: 08/08/2014

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 07/08/14
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: DISTRICT ATTORNEY

NAME & TITLE OF EMPLOYEE(S) TRAVELING: RUBEN LUNA

EVENT INFORMATION

TITLE OF EVENT: ADVANCED CRIMINAL LAW COURSE

EVENT DATE(S) FROM: 07/21/14 TO: 07/24/14

DEPARTURE DATE: 07/20/14 RETURN DATE: 07/24/14

LOCATION OF EVENT: CITY: HOUSTON STATE: TX

PURPOSE OF TRAVEL

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

_____ To obtain statutorily required continuing professional education.

X To obtain continuing education related to an employee's work or maintenance of a license or certification.

_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

_____ To participate in professional organizations related to the employee or official's job assignment.

_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

_____ To pursue the County's interests in litigation or criminal justice.

_____ To promote the economic development interests of the County.

_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 312.75	
Subtotal for Object Code 584	$ 312.75	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY		
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS		
9. PARKING	$ -	
10. LODGING	$ 744.12	
11. MEALS	$ 186.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 930.12	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 1,242.87	$

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

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

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

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

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

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

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

I certify that:

X Trip expenses are necessary and will be incurred for official county business.

X Reasonable efforts to minimize the use of county funds have been explored.

X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:

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

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

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

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

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 07/08/14

DEPARTMENT NAME: DISTRICT ATTORNEY

TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

NAME & TITLE OF EMPLOYEE(S) TRAVELING: HOPE PALACIOS

EVENT INFORMATION

TITLE OF EVENT: ADVANCED CRIMINAL LAW COURSE

EVENT DATE(S) FROM: 07/21/14 TO: 07/24/14

DEPARTURE DATE: 07/20/14 RETURN DATE: 07/24/14

LOCATION OF EVENT: CITY: HOUSTON STATE: TX

PURPOSE OF TRAVEL

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

_____ To obtain statutorily required continuing professional education.

__X__ To obtain continuing education related to an employee's work or maintenance of a license or certification.

_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

_____ To participate in professional organizations related to the employee or official's job assignment.

_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

_____ To pursue the County's interests in litigation or criminal justice.

_____ To promote the economic development interests of the County.

_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 580.50	
Subtotal for Object Code 584	$ 580.50	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY		
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS		
9. PARKING	$ -	
10. LODGING	$ 744.12	
11. MEALS	$ 186.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 930.12	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 1,510.62	$

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

AIRFARE* _____

BUS** _____

Rental Car** _____

County Vehicle** _____

Private Vehicle** _____

OTHER** (Specify) _____

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

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

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

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

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

I certify that:

__X__ Trip expenses are necessary and will be incurred for official county business.

__X__ Reasonable efforts to minimize the use of county funds have been explored.

__X__ Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:

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

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

_____

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

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

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 07/08/14

DEPARTMENT NAME: DISTRICT ATTORNEY

TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

NAME & TITLE OF EMPLOYEE(S) TRAVELING: ALYSSA CASTILLON

EVENT INFORMATION

TITLE OF EVENT: ADVANCED CRIMINAL LAW COURSE

EVENT DATE(S) FROM: 07/21/14 TO: 07/24/14

DEPARTURE DATE: 07/20/14 RETURN DATE: 07/24/14

LOCATION OF EVENT: CITY: HOUSTON STATE: TX

PURPOSE OF TRAVEL

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

_____ To obtain statutorily required continuing professional education.

__X__ To obtain continuing education related to an employee's work or maintenance of a license or certification.

_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

_____ To participate in professional organizations related to the employee or official's job assignment.

_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

_____ To pursue the County's interests in litigation or criminal justice.

_____ To promote the economic development interests of the County.

_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 312.75	
Subtotal for Object Code 584	$ 312.75	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY		
3. TAXI FARE	$ -	
4. BUS FARE		
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS		
9. PARKING	$ -	
10. LODGING	$ 744.12	
11. MEALS	$ 186.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 930.12	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 1,242.87	$

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

AIRFARE* _____

BUS** _____

Rental Car** _____

County Vehicle** _____

Private Vehicle** _____

OTHER** (Specify) _____

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

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

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

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

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

I certify that:

__X__ Trip expenses are necessary and will be incurred for official county business.

__X__ Reasonable efforts to minimize the use of county funds have been explored.

__X__ Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:

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

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

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

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

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 07/08/14

DEPARTMENT NAME: DISTRICT ATTORNEY

TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

NAME & TITLE OF EMPLOYEE(S) TRAVELING: KYLE WEBB

EVENT INFORMATION

TITLE OF EVENT: ADVANCED CRIMINAL LAW COURSE

EVENT DATE(S) FROM: 07/21/14 TO: 07/24/14

DEPARTURE DATE: 07/20/14 RETURN DATE: 07/24/14

LOCATION OF EVENT: CITY: HOUSTON STATE: TX

PURPOSE OF TRAVEL

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

_____ To obtain statutorily required continuing professional education.

__X__ To obtain continuing education related to an employee's work or maintenance of a license or certification.

_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

_____ To participate in professional organizations related to the employee or official's job assignment.

_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

_____ To pursue the County's interests in litigation or criminal justice.

_____ To promote the economic development interests of the County.

_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 312.75	
Subtotal for Object Code 584	$ 312.75	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY		
3. TAXI FARE	$ -	
4. BUS FARE		
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS		
9. PARKING	$ -	
10. LODGING	$ 744.12	
11. MEALS	$ 186.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 930.12	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 1,242.87	$

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

AIRFARE* _____

BUS** _____

Rental Car** _____

County Vehicle** _____

Private Vehicle** _____

OTHER** (Specify) _____

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

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

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

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

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

I certify that:

__X__ Trip expenses are necessary and will be incurred for official county business.

__X__ Reasonable efforts to minimize the use of county funds have been explored.

__X__ Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:

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

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

_____

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

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

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 07/08/14
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: DISTRICT ATTORNEY

NAME & TITLE OF EMPLOYEE(S) TRAVELING: LUIS GONZALEZ

EVENT INFORMATION

TITLE OF EVENT: ADVANCED CRIMINAL LAW COURSE

EVENT DATE(S) FROM: 07/21/14 TO: 07/24/14

DEPARTURE DATE: 07/20/14 RETURN DATE: 07/24/14

LOCATION OF EVENT: CITY: HOUSTON STATE: TX

PURPOSE OF TRAVEL

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

_____ To obtain statutorily required continuing professional education.

X To obtain continuing education related to an employee's work or maintenance of a license or certification.

_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

_____ To participate in professional organizations related to the employee or official's job assignment.

_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

_____ To pursue the County's interests in litigation or criminal justice.

_____ To promote the economic development interests of the County.

_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 312.75	
Subtotal for Object Code 584	$ 312.75	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY		
3. TAXI FARE	$ -	
4. BUS FARE		
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS		
9. PARKING	$ -	
10. LODGING		
11. MEALS	$ 186.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 186.00	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 498.75	$

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

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

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

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

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

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

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

I certify that:

X Trip expenses are necessary and will be incurred for official county business.

X Reasonable efforts to minimize the use of county funds have been explored.

X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:

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

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

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

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

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 07/08/14
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: DISTRICT ATTORNEY

NAME & TITLE OF EMPLOYEE(S) TRAVELING: VICTORIA MUNIZ

EVENT INFORMATION

TITLE OF EVENT: ADVANCED CRIMINAL LAW COURSE

EVENT DATE(S) FROM: 07/21/14 TO: 07/24/14

DEPARTURE DATE: 07/20/14 RETURN DATE: 07/24/14

LOCATION OF EVENT: CITY: HOUSTON STATE: TX

PURPOSE OF TRAVEL

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

_____ To obtain statutorily required continuing professional education.

X To obtain continuing education related to an employee's work or maintenance of a license or certification.

_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

_____ To participate in professional organizations related to the employee or official's job assignment.

_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

_____ To pursue the County's interests in litigation or criminal justice.

_____ To promote the economic development interests of the County.

_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 312.75	
Subtotal for Object Code 584	$ 312.75	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY		
3. TAXI FARE	$ -	
4. BUS FARE		
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ 369.60	
8. TELEPHONE CALLS		
9. PARKING	$ -	
10. LODGING		
11. MEALS	$ 186.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 555.60	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 868.35	$

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

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

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

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

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

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

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

I certify that:

X Trip expenses are necessary and will be incurred for official county business.

X Reasonable efforts to minimize the use of county funds have been explored.

X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:

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

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

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

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

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 07/08/14
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: DISTRICT ATTORNEY

NAME & TITLE OF EMPLOYEE(S) TRAVELING: LINDA CAVAZOS

EVENT INFORMATION

TITLE OF EVENT: ADVANCED CRIMINAL LAW COURSE

EVENT DATE(S) FROM: 07/21/14 TO: 07/24/14

DEPARTURE DATE: 07/20/14 RETURN DATE: 07/24/14

LOCATION OF EVENT: CITY: HOUSTON STATE: TX

PURPOSE OF TRAVEL

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

_____ To obtain statutorily required continuing professional education.

X To obtain continuing education related to an employee's work or maintenance of a license or certification.

_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

_____ To participate in professional organizations related to the employee or official's job assignment.

_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

_____ To pursue the County's interests in litigation or criminal justice.

_____ To promote the economic development interests of the County.

_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 580.50	
Subtotal for Object Code 584	$ 580.50	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY		
3. TAXI FARE	$ -	
4. BUS FARE		
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ 369.60	
8. TELEPHONE CALLS		
9. PARKING	$ -	
10. LODGING		
11. MEALS	$ 186.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 555.60	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 1,136.10	$

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

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

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

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

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

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

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

I certify that:

X Trip expenses are necessary and will be incurred for official county business.

X Reasonable efforts to minimize the use of county funds have been explored.

X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:

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TexasBarCLE

40th Annual Advanced Criminal Law Course

MCLE CREDIT
Up to 24 HOURS | Up to 5.75 ETHICS

The 2014 Advanced Criminal Law Course includes a panel of skilled prosecution and defense attorneys discussing the new discovery rules, an entire hour on *Brady*: the law and practical considerations, the riveting Michael Morton story of when the system fails, four individually presented search and seizure topics, as well as many other remarkable presentations.

Arrive in Houston a day early to attend **Criminal Law 101**

(Separate registration required)

LIVE Houston
July 21-24, 2014
Westin Galleria Hotel

VIDEO San Antonio
September 10-12, 2014
La Quinta Inn & Suites
San Antonio Riverwalk

VIDEO Dallas
October 8-10, 2014
DoubleTree by Hilton Hotel

HALF OFF if licensed 5 years or less

Course Highlights & Amenities:

- Full-day DWI Track
- Half-day tracks on Appellate Law, Child Sexual Assault, Crimes Against Persons, Science & Digital Evidence and Federal Law
- Special session on preparing for the Specialization Exam
- Networking break sponsored by the Criminal Justice Section (Houston site only)
- Evening welcoming reception (Houston site only)
- Complimentary internet provided in the meeting room
- Course materials optionally available as a PDF download and printed notebooks at no additional cost, or receive the PDF download only for a discount!
- Plus, watch any topics archived online that you don't attend and earn up to an additional 13.5 hours, including .5 ethics hour.

What Past Attendees Had to Say:

"This course was extremely informative and helpful. I feel like I have expanded my criminal law knowledge greatly."

"One of the most useful CLEs I've attended."

"The speakers were very good and extremely impressive."

DOWNLOADABLE COURSE MATERIALS

Arrive in Houston a day early to attend the

Criminal Law 101 Course

One site only! LIVE Houston

July 20, 2014 | Westin Galleria Hotel

Attorneys licensed for 5 years or less attend for half off!

Purpose & Scope

Experienced Texas Criminal Law practitioners will discuss the nuts and bolts of how to handle a criminal case from beginning to end. Starting with general business practices and ending with how to file a notice of appeal, the afternoon will be divided up into three sessions, all of which will provide specific information regarding practice tips, substantive law and trial advocacy pointers. Topics will cover fee contracts, marketing, jail release, bail reduction, standards for arrest, searches, oral and written confessions, the exclusionary rule, investigating the case, theory of the case, plea negotiations, the Texas Disciplinary Rules of Professional Conduct, *Brady v. Maryland,* discovery, pretrial motions, charging instruments, voir dire, trial practices, the Texas Rules of Evidence, the jury charge, Texas sentencing scenarios, collateral consequences of conviction, motions for new trial and notice of appeal.

Sunday

4.5 hours including 1.5 ethics

12:30 **Registration**

1:10 **Welcoming Remarks**
Course Director
Patricia J. Cummings, *Round Rock*
Law Office of Patricia J. Cummings

1:15 **Session I - Behind the Scenes: Prosecutors, Criminal Defense Lawyers and Their Clients**
1.5 hr (.5 ethics)

2:45 **Session II - Investigations, Pretrial Motions and Developing Your Theory of the Case**
1.5 hr (.5 ethics)

NOTE: There will be a 15-minute break midway through Session II. Early check-in for Advanced Criminal Law will be available at this time.

4:30 **Session III - Texas Criminal Trial: From Subpoena to Notice of Appeal** *1.5 hr (.5 ethics)*

6:00 **Adjourn**

Faculty:

Course Director
Patricia J. Cummings, *Round Rock*
Law Office of Patricia J. Cummings

David Michael Gonzalez, *Austin*
Sumpter & Gonzalez

Elizabeth Christina Jack, *Fort Worth*
Tarrant County District Attorney's Office

MCLE CREDIT
MCLE COURSE NO: 901290394
4.5 HOURS (1.5 ETHICS)
Applies to the College of the State Bar of Texas and to the Texas Board of Legal Specialization in Criminal Law, Criminal Appellate Law and Juvenile Law.

TexasBarCLE
presents the
40th Annual

LIVE Houston
July 21-24, 2014
Westin Galleria Hotel
Register by July 7 to save!

VIDEO San Antonio
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San Antonio Riverwalk
Register by August 27 to save!

VIDEO Dallas
October 8-10, 2014
DoubleTree by Hilton Hotel
Register by September 24 to save!

Tweet about this course:
#TBCLEcrim

The Speakers' Bullpen

Many speakers will be available for your questions directly following their presentations in an area in the ballroom foyer.

Video Replays

The four-day live course will be condensed to a three-day video replay by deleting non-substantive parts of the program (i.e., introductions). View the revised schedule at a later date by visiting TexasBarCLE.com.

Mark Your Calendar

What Every Texas Lawyer Needs to Know About Firearms Law
September 12, 2014
Crowne Plaza River Oaks in Houston

Advanced Criminal Law Course
July 26-30, 2015
Marriott Rivercenter in San Antonio

Advanced Criminal Law Course

EARLY CHECK-IN
Sunday
from 3:30-5:30 p.m.

Monday
6.5 hours including 2.5 ethics

8:00 **Registration**

8:50 **Welcoming Remarks**
Course Director
Lisa C. McMinn, *Austin*
State Prosecuting Attorney's Office

9:00 **Supreme Court Update** *.75 hr*
Tim Crooks, *Houston*
Federal Public Defender's Office

9:45 **Jury Charges for the 21st Century** *.5 hr*
Terrence W. Kirk, *Austin*
Terrence W. Kirk Attorney at Law

10:15 **Break**

10:30 **Extraneous Offenses** *.5 hr*
Catherine G. Burnett, *Houston*
South Texas College of Law

11:00 **Motions for New Trial** *.5 hr*
Carmen M. Roe, *Houston*
Law Office of Carmen M. Roe

11:30 **Dealing with the Grievance Process** *.5 hr ethics*
Robert C. Hinton, Jr., *Dallas*
Robert Hinton & Associates

12:00 **Lunch on Your Own**

1:15 **Court of Criminal Appeals Update** *.75 hr*
David Newell, *Houston*
Harris County District Attorney's Office

2:00 **Mad, Not Bad: Special Needs Defendants** *.75 hr*
Nicky Boatwright, *Lubbock*
Nicky Boatwright, PC

2:45 **When the System Fails: The Michael Morton Story** *.25 hr*
Michael Morton, *Hideaway*
Exoneree

3:00 **When Things Go Wrong** *.5 hr ethics*
Michael Ware, *Ft. Worth*
Michael Logan Ware

3:30 **Warren Burnett and Michael K. Moore Award Presentation and Networking Break sponsored by the Criminal Justice Section**

4:00 **The New Discovery Rules**
1 hr ethics
Moderator
Kenda Culpepper, *Rockwall*
Rockwall County Criminal District Attorney's Office

David A. Escamilla, *Austin*
Travis County Attorney's Office

Bobby D. Mims, *Tyler*
Bobby D. Mims, PC

Jarvis J. Parsons, *Bryan*
Brazos County District Attorney's Office

Lynn Pride Richardson, *Dallas*
Dallas County Public Defender's Office

5:00 **Maintaining Competence Through Stress Avoidance** *.5 hr ethics*
Allison Wetzel, *Austin*
Travis County District Attorney's Office

5:30 **Adjourn to Reception sponsored by the Harris County Criminal Lawyers Association**

Tuesday
7 hours including 2.25 ethics

8:40 **Announcements**

8:45 **Fifth Circuit Update** *.5 hr*
Judy Madewell, *San Antonio*
Federal Public Defender's Office
Western District of Texas

9:15 **Effective Representation of Counsel** *.5 hr ethics*
Terri Moore, *Ft. Worth*
Law Office of Terri Moore

9:45 **Death Penalty Update/Overview** *.5 hr*
Roe M. Wilson, *Houston*
Harris County District Attorney's Office

10:15 **Break**

10:30 **Evaluating Search Warrants** *.5 hr*
Hon. Marc Brown, *Houston*
Justice, Fourteenth Court of Appeals

11:00 **Investigative Detentions** *.5 hr*
Stanley Schwieger, *Waco*
Attorney & Counselor at Law

11:30 **Exceptions to the Warrant Requirements** *.5 hr*
Hon. Georgina Benavides, *Edinburg*
Justice, Thirteenth Court of Appeals

12:00 **Lunch on Your Own -- OR --**

12:20 **Preparing for the Board Specialization Certification Exam**
(presentation time 40 minutes, no MCLE credit)
Moderator
D. Mark Elliston, *Dallas*
Attorney at Law

Hon. Lawrence E. Meyers, *Austin*
Judge, Texas Court of Criminal Appeals

Terrence W. Kirk, *Austin*
Law Offices of Terrence Kirk

Gary McNeil, *Austin*
Texas Board of Legal Specialization

1:15 ***Brady*: The Law** *.5 hr ethics*
Enrico Valdez, *San Antonio*
Bexar County District Attorney's Office

1:45 ***Brady*: Practical Considerations** *.5 hr ethics*
Hon. Barbara P. Hervey, *Austin*
Judge, Texas Court of Criminal Appeals

2:15 **Voir Dire** *.5 hr*
Robert B. Hirschhorn, *Lewisville*
Cathy E. Bennett & Associates

2:45 **Expunctions** *.5 hr*
Fred Stangl, *Lubbock*
Chappell, Lanehart & Stangl

3:15 **Break**

3:30 **Competency Issues** *.5 hr ethics*
James W. Huggler, Jr., *Tyler*
Law Office of James Huggler

4:00 **Preservation of Error**
.5 hr (.25 ethics)
Christopher J. Downey, *Houston*
The Downey Law Firm

4:30 **11.073 – Cleaning up the Scientific Junkyard** *.5 hr*
Brian W. Wice, *Houston*
Law Offices of Brian W. Wice

5:00 **Justice Scalia and the Fourth Amendment** *.5 hr*
Gerald Harris Goldstein, *San Antonio*
Goldstein, Goldstein & Hilley

5:30 **Adjourn to Criminal Justice Section Meeting**

Wednesday

Concurrent Sessions: Choose one track or change tracks whenever you like.

TRACK ONE

Crimes Against Persons 3.25 hours

8:25 **Announcements**

8:30 **Family Violence: Love on the Rocks** *.5 hr*
Susan E. Anderson, *Dallas*
Law Office of Susan E. Anderson

9:00 **Punishment and Mitigation: Making the Best of a Bad Situation** *.5 hr*
Eric J. Davis, *Houston*
Harris County Public Defender's Office

9:30 **Pre-Trial Investigations: Controlling the Chaos** *.5 hr*
Kent A. Schaffer, *Houston*
Bires, Schaffer & DeBorde

10:00 **Break**

10:15 **Self Defense and The Castle Doctrine: When is Deadly Force Unlawful?** *.75 hr*
Mia Dial Magness, *Pearland*
Harris County District Attorney's Office

11:00 **Confrontation and Forfeiture by Wrongdoing: A 21st Century Take on Cutting-Edge Issues** *.5 hr*
Andrea Leigh Westerfeld, *McKinney*
Collin County District Attorney's Office

11:30 **Proper Final Argument: Delivering Hard Blows, Not Foul Ones** *.5 hr*
John Spruell Jordan, *Houston*
Harris County District Attorney's Office

12:00 **Adjourn - Lunch on Your Own**

Child Sexual Assault 3.5 hours

1:10 **Announcements**

1:15 **Notice, Jeopardy and Due Process: Does the Indictment Really Make a Difference?** *.66 hr*
Lisa M. Tanner, *Austin*
Texas Office of the Attorney General

1:55 **A SANE Exam Is Not A Mental Health Evaluation** *.66 hr*
Sonja Eddleman, *Corpus Christi*
Driscoll Children's Hospital

2:35 **Do You Really Think You Can Play That Recording for the Jury?** *.66 hr*
J. Craig Jett, *Dallas*
Burleson, Page & Gibson

3:15 **Break**

3:30 **Worse than Video Games: Cyber Crimes Against Children** *.5 hr*
Brenda K. Cantu, *Austin*
Texas Office of the Attorney General

4:00 **Talking to Perfect Strangers About Really Awkward Stuff: Voir Dire in Child Abuse Cases** *1 hr*
Ralph Guerrero, *Austin*
Texas Office of the Attorney General

E. G. (Gerry) Morris, *Austin*
The Law Office of E. G. Morris

5:00 **Adjourn**

TRACK TWO

Appellate 3.25 hours including 1 ethics

8:25 **Announcements**

8:30 **Brief Writing in the 21st Century** *.5 hr*
Robert Dubose, *Houston*
Alexander Dubose Jefferson & Townsend

9:00 **Oral Argument: What I Knew as an Appellate Advocate - What I've Learned as an Appellate Judge** *.5 hr*
Hon. J. Brett Busby, *Houston*
Justice, Fourteenth Court of Appeals

9:30 **Petitions for Discretionary Review: Snatching Victory from the Jaws of Defeat** *.5 hr*
Richard E. Wetzel, *Austin*
Attorney at Law

10:00 **Break**

10:15 **State Writs of Habeas Corpus: What You Need to Know to Find a Needle in the PCW Haystack** *.5 hr*
Michael F. Stauffacher, *Austin*
Texas Court of Criminal Appeals

10:45 **The Rules of Appellate Procedure: It's No Coincidence They're Called the TRAP** *.5 hr (.25 ethics)*
Hon. Sandee Bryan Marion, *San Antonio*
Justice, Fourth Court of Appeals

11:15 **Appellate Ethics: Avoiding the Dreaded "Personal & Confidential" Envelope from the State Bar** *.75 hr ethics*
Hon. Michael Keasler, *Austin*
Judge, Texas Court of Criminal Appeals

12:00 **Adjourn - Lunch on Your Own**

Science & Digital Evidence 3.5 hours

1:10 **Announcements**

1:15 **iPads and Tablets for Lawyers** *.5 hr*
Hon. Scott J. Becker, *McKinney*
Judge, 219th Judicial District Court

1:45 **Technology in the Courtroom** *.75 hr*
Matthew D. Powell, *Lubbock*
Lubbock County Criminal District Attorney's Office

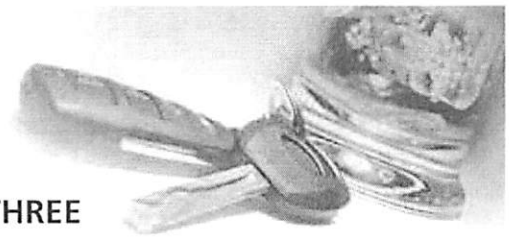
2:30 **Computer & Cell Phone Forensics** *.75 hr*
David Cowen, *Dallas*
G-C Partners

3:15 **Break**

3:30 **Evidence in an Electronic Age** *.75 hr*
Hon. Ada E. Brown, *Dallas*
Justice, Fifth District Court of Appeals

4:15 **Social Media, Wiretapping, and Intercepted Evidence** *.75 hr*
Emily Miskel, *Plano*
Koons Fuller

5:00 **Adjourn**



TRACK THREE

DWI 6.75 hours including .5 ethics

8:25 **Announcements**

8:30 **Voir Dire – State's Perspective** *.75 hr*
Richard B. Alpert, *Fort Worth*
Tarrant County Criminal District Attorney's Office

9:15 **Voir Dire – Defense Perspective** *.75 hr*
William David Burrows, *Dallas*
William David Burrows

10:00 **Break**

10:15 ***McNeely* – State's Perspective** *.75 hr (.25 ethics)*
Alison Leigh Baimbridge, *Houston*
Harris County District Attorney's Office

11:00 ***McNeely* – Defense Perspective** *1 hr (.25 ethics)*
Michael Mowla, *Cedar Hill*
Michael Mowla, PLLC

12:00 **Lunch on Your Own**

1:15 **ALR Hearings** *.5 hr*
Kimberly Griffin Tucker, *Plano*
The Law Office of Kimberly Griffin Tucker

1:45 **Lab Errors/Lab Discovery** *.75 hr*
Deandra M. Grant, *Richardson*
Law Office of Deandra M. Grant, PC

2:30 **DRE Evidence** *.75 hr*
Don Egdorf, *Houston*
Houston Police Department

3:15 **Break**

3:30 **DWI Drug Prosecution** *.75 hr*
Warren Diepraam, *Conroe*
Montgomery County District Attorney's Office

4:15 **DWI Drug Defense** *.75 hr*
Stephen L. Hamilton, *Lubbock*
Hamilton Hull & Rogers

5:00 **Adjourn**

Thursday 3.75 hours

Federal

8:25 **Announcements**

8:30 **Understanding the Initial Federal Arrest and Bail/Detention Process** *.5 hr*
Miguel Andres Sanchez-Ross, *Houston*
Foreman, DeGeurin & DeGeurin

9:00 **Defending Alien Smuggling Cases** *.75 hr*
Francisco Morales, *Corpus Christi*
Federal Public Defender's Office
Southern District of Texas

9:45 **Prosecuting and Defending Federal Child Pornography Charges** *.75 hr*
Kenneth R. Hawk II, *Tyler*
Federal Public Defender's Office
Eastern District of Texas

Camille E. Sparks, *Dallas*
U. S. Attorney's Office
Northern District of Texas

10:30 **Break**

10:45 **Federal Firearms Crimes** *.5 hr*
Myrna G. Montemayor, *Laredo*
Federal Public Defender's Office
Southern District of Texas

John B. Ross, *Beaumont*
U. S. Attorney's Office
Eastern District of Texas

11:15 **Prosecuting and Defending Federal Drug Offenses** *.75 hr*
Jose Angel Moreno, *Laredo*
U. S. Attorney's Office
Southern District of Texas

Selena Norah Solis, *El Paso*
Federal Public Defender's Office
Western District of Texas

12:00 **Navigating Through the Federal Sentencing Guidelines** *.5 hr*
David Botsford, *Austin*
Botsford & Roark

12:30 **Adjourn**

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Ways to Save on This Course!

Meet the *"Register By"* Deadline and Save $50
because early registrations help us ensure that sufficient course books, seating, and refreshments are available. Course materials and seating will be reserved for preregistrants until the start of the first topic.

Criminal Justice Section Members Can Save $75
by registering by the "Register by" date (thereafter, save $25). Not a member? To join, e-mail sections@texasbar.com or phone 800-204-2222, x1425. Please do not send Section membership payment with your registration fee.

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Active State and Texas-Area Federal Judges, Administrative Law Judges, Hearing Examiners, and Their Staff Attorneys May Attend for Free, Provided:
(1) the course directly relates to the judge's tribunal's jurisdiction, (2) the judge is a full-time judge or retired under the judicial retirement system and (3) space is available for all paying registrants. This privilege does not extend to prosecutors, receivers, trustees, other court staff, or persons serving part-time in a judicial capacity. Actual attendance is required to receive course materials.

Parking Information
is subject to change without notice and is not a guarantee of available space. **HOUSTON:** Parking is complimentary in the Galleria Mall parking lot, $14.95 daily valet parking, or $30.00 for overnight. **SAN ANTONIO:** Daily self-parking is $15.00, $21 for overnight self-parking, or daily valet parking is $25. **DALLAS:** Self-parking is complimentary at the DoubleTree by Hilton Hotel.

If You Need Special Accommodations to Attend
please contact us as soon as possible at 800-204-2222, x1748.

Registered But Can't Attend? Still Earn MCLE Credit
and receive course materials by (1) calling 800-204-2222, x1574 to transfer your registration to a later presentation or (2) taking the course online later, in which case you'll automatically be sent the course materials; see "FREE TO OUR REGISTRANTS!," below. If you wish a refund instead, mail or fax (512-427-4443) your request so that we receive it at least one business day before the program.

FREE TO OUR REGISTRANTS!
Online Videos of the Presentations & PDFs of the Course Materials,
will be available to registrants 6-8 weeks after the course. Provide us your email address when registering and we'll alert you when these benefits are available and how to access them. (Note: Presentation lengths may vary from that which was advertised.) There's no extra charge; as a registrant, you're already entitled!

Interested in Sponsoring or Exhibiting at This Course or Others?
Contact Julie Marshall at 512-427-1797 or julie.marshall@texasbar.com.

Policy of Impartiality
The State Bar of Texas does not endorse political candidates. When a candidate for public office is included in promotion for or participates in a TexasBarCLE event, the State Bar is not taking a position for or against anyone's candidacy.

Reserve Your Hotel Room Early

Hotel rooms have been blocked at special rates on a space available basis. To make a reservation, contact the hotel and indicate that you will be attending this State Bar of Texas course.

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EARN MORE MCLE CREDIT

Attending the Advanced Criminal Law Course in person can earn you up to 24 MCLE hours, including 5.75 ethics (depending on which tracks you attend).

However, as a registrant you are entitled, at no extra charge, to watch any or all of this Advanced Course once it is archived at TexasBarCLE.com. This means you can watch topics you do not attend in person and earn up to an additional 13.5 hours, including .5 ethics hour. That's a **total of 37.5 hours**, including **6.25 ethics** hours you can earn!

The archived course will become available 6-8 weeks after the live event and be online for about a year.

Registration Form

WAYS TO REGISTER

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Requests for applications must be made in writing to Jack Strickland, 401 W. Belknap St., Fort Worth, Texas 76196-0256, or by fax to 817-884-3333. Additional details are available at www.txbarcjs.org.

1

Advanced Criminal Law Course [5015]

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- ❑ **Regular Registrant** **$695**
  Take $50 OFF: *Register by* **July 7, 2014**
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- ❑ **Regular Registrant** **$545**
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- ❑ **Licensed 5 years or less, HALF OFF** **$272.50***

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- ❑ **Regular Registrant** **$545**
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- ❑ **Licensed 5 years or less, HALF OFF** **$272.50***

Criminal Law 101 Course [5016]

- ❑ **Houston LIVE, July 20** **$175***
- ❑ **Licensed 5 years or less, HALF OFF** **$87.50***

I may attend complimentary because I am:
❑ **Qualifying judge or** ❑ **Judge's staff attorney** (see p. 6).

** No other discounts in section 3 apply.*

2

I want my Advanced Course materials format to be:
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3

I'm entitled to 1 or 2 discounts on the Advanced Course.
(Lawyers licensed 5 years or less, as well as registrants for the 101 Course, should skip this section.)

- ❑ **$50 OFF** because I'm registering by the *"Register by"* date at the left. (If by mail, date of postmark will be determinative.)

$25 OFF because *(choose 1 box only)* I'm a member of the
- ❑ Criminal Justice Section
- ❑ State Bar College
- ❑ Paralegal Division

4

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5

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PDFs of course materials will be available for purchase 6-8 weeks after the course in the On-line Library at TexasBarCLE.com. Registrants receive access to the PDFs at no additional charge (see "Free to Our Registrants" in this brochure).

† Plus 7.25% tax (8.25% for Austin address) on total. Book orders and audio CD orders are shipped separately and filled 4-6 weeks after the live event. A bill will be sent unless a credit card charge is authorized on this form.

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JW

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OF THE STATE BAR OF TEXAS

The Criminal Justice Section concerns itself with substantive and procedural criminal law, law enforcement trends and initiatives, and educating the criminal law bar and the judiciary on such issues. Besides cosponsoring TexasBarCLE's Advanced Criminal Law Course, it sponsors CLE at the State Bar Annual Meeting and TexasBarCLE webcasts on criminal law matters.

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Jillison Hicks ..... Program Coordinator
Yvette Ramirez ..... Written Materials Coordinator
Denise Steusloff ..... Meeting Services Coordinator

State Bar of Texas
Lisa M. Tatum ..... President
Cindy V. Tisdale ..... Chair of the Board
Trey Apffel ..... President-Elect
Buck Files ..... Immediate Past President
Kristy Blanchard ..... TYLA President
Deborah Bullion ..... Chair, CLE Committee
Gary Nickelson ..... Chair, Board PDP Committee
Michelle E. Hunter ..... Executive Director
Patrick A. Nester ..... Director, TexasBarCLE

Google

Directions to The Westin Galleria Houston
5060 W Alabama St, Houston, TX 77056
330 mi – about **4 hours 56 mins**
X2

660 mi
total

100 N Closner Blvd, Edinburg, TX 78539

660 x .56 = $ 369.60

	1. Head **south** on **N Closner Blvd** toward **W Cano St**	go 492 ft total 492 ft
	2. Take the 1st right onto **W Cano St**	go 358 ft total 0.2 mi
	3. Take the 1st right onto **S 10th Ave**	go 0.1 mi total 0.3 mi
	4. Turn right onto **W McIntyre St**	go 400 ft total 0.4 mi
	5. Take the 1st left onto **US-281 BUS N/N Closner Blvd** Continue to follow US-281 BUS N About 7 mins	go 4.1 mi total 4.4 mi
69C	6. Take the ramp on the left onto **I-69C N/US-281 N** About 50 mins	go 58.2 mi total 62.6 mi
281	7. Continue onto **US-281 N** About 3 mins	go 2.9 mi total 65.5 mi
285	8. Turn right onto **TX-285 E/E Rice St** Continue to follow TX-285 E About 21 mins	go 22.1 mi total 87.6 mi
77	9. Turn left onto **US-77 N** About 34 mins	go 37.7 mi total 125 mi
69E	10. Continue onto **I-69E N/US-77 N** About 6 mins	go 6.3 mi total 132 mi
37	11. Take the exit onto **I-37 N/US-77 N** toward **San Antonio/Victoria** About 3 mins	go 2.9 mi total 134 mi
77	12. Take exit **17** to merge onto **US-77 N** toward **Sinton/Victoria** About 1 hour 3 mins	go 70.7 mi total 205 mi
91	13. Slight left onto **TX-91 Loop N** About 1 min	go 1.5 mi total 207 mi
59	14. Continue onto **US-59 N** About 1 hour 18 mins	go 93.9 mi total 301 mi
69	15. Continue onto **I-69/US-59 N** About 25 mins	go 26.9 mi total 327 mi
	16. Take the exit toward **Westpark Tollway** Toll road About 2 mins	go 1.5 mi total 329 mi
	17. Keep left at the fork, follow signs for **Post Oak Blvd** and merge onto **Post Oak Blvd** Partial toll road About 2 mins	go 1.0 mi total 330 mi
	18. Turn left onto **Hidalgo St**	go 0.1 mi total 330 mi
	19. Take the 2nd right onto **McCue Rd**	go 0.2 mi total 330 mi

20. Turn right onto W Alabama St go 23 ft
Destination will be on the right total 330 mi

The Westin Galleria Houston
5060 W Alabama St, Houston, TX 77056

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2014 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.

AI-45839 **County Clerk 10. A.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Requesting approval of Official Bond Renewal for Elections Administrator Yvonne Ramon.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-414-00-130-001-0-529

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

BUDGETARY IMPACT:

Funding available through Requisition #00261266.

Attachments

Official Bond Renewal

Bond Sec. 31.040

Requisition

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/05/2014 02:04 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Sandra Solis Started On: 08/05/2014 09:16 AM

Final Approval Date: 08/08/2014

Old Republic Surety Group
P O BOX 1635
MILWAUKEE, WI 53201
Tel. 262-797-2665 Fax 262-797-8353

BILLING NOTICE

FILED
AT 858 O'CLOCK A M
AUG 05 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

WE ARE PLEASED TO ANNOUNCE
THAT WE NOW ACCEPT ELECTRONIC
PAYMENTS VIA OUR WEBSITE

WWW.ORSURETY.COM

PAY ELECTRONICALLY HERE

LPO1135688
RAMON, YVONNE
8700 NORTH WARE ROAD
MCALLEN, TX 78504

This bond will be canceled if payment is not received by the due date.

Due Date: 8/28/2014
Amount Due: $70.00

Bond Number: LPO1135688
Bond Desc: ELECTIONS ADMINIST.
Bond Amount: 20,000
Effective Date: 8/26/2014
Expiration Date: 8/26/2015
Obligee: COUNTY JUDGE I
HIDALGO COUNTY
P O BOX 1356
EDINBURG, TX 78540

Producer:
JESSE TREVINO INS. AGENCY, INC
914 N. MAIN STREET, SUITE 4-A
P O BOX 429
MCALLEN, TX 78505-0429
956-687-7271

THIS BOND EXPIRES UNLESS
RENEWED BY A CONTINUATION
CERTIFICATE. THE CONTINUATION
CERTIFICATE WILL BE ISSUED
UPON RECEIPT OF PAYMENT.

Please retain this portion for your records

Cut and return this portion with your payment

If payment has been remitted please disregard this notice.

Please include bond number on your check or money order and make payable to: **OLD REPUBLIC SURETY COMPANY**

Bond Number	Due Date	Amount Due	Bill Codes
LPO1135688	8/28/2014	$70.00	6 D Y 3 RSW

To receive your bill via email, please provide your email address.

☐ Name/Address/Email change (Please print on reverse side)

OLD REPUBLIC SURETY GROUP
P O BOX 1635
MILWAUKEE, WI 53201

RAMON, YVONNE
8700 NORTH WARE ROAD
MCALLEN, TX 78504

OR22576Z

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
LPO1135688	Director	20,000.00	08/26/2014	08/26/2015

PRINCIPAL

YVONNE RAMON
8700 NORTH WARE ROAD

MCALLEN, TX 78504

FILED
AT 8:58 O'CLOCK A M
AUG 05 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OBLIGEE

COUNTY JUDGE I
HIDALGO COUNTY
P O BOX 1356
EDINBURG, TX 78540

ORIGINAL FOR BOND RENEWAL

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS 23rd DAY OF May 2014

0895907
JESSE TREVINO INS. AGENCY, INC
914 N. MAIN STREET, SUITE 4-A
P O BOX 429
MCALLEN, TX 78505-0429

Old Republic Surety Company
SURETY

By Phyllis M Johnson
ATTORNEY-IN-FACT

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

ORSC 22054 (8-94)

www.orsurety.com

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

RENEWAL – Principal's Copy
Execution Report

PRINCIPAL
YVONNE RAMON
8700 NORTH WARE ROAD

MCALLEN, TX 78504

FILED
AT 8:58 O'CLOCK P M
AUG 05 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

OBLIGEE
COUNTY JUDGE I
HIDALGO COUNTY
P O BOX 1356
EDINBURG, TX 78540

BOND NUMBER: LPO1135688 BOND AMOUNT: 20,000.00

BOND DESCRIPTION:

Director

EFFECTIVE DATE: 08/26/2014 EXPIRATION DATE: 08/26/2015

PREMIUM DUE: 70.00
FEES: 0.00
PAYMENT DUE SURETY: 70.00

FULL PREMIUM AND APPLICABLE FEES ARE DUE ON DIRECT BILL BONDS.

BILLING TYPE: D *(D-DIRECT BILL, B-AGENCY BILL)*

AGENCY 0895907
JESSE TREVINO INS. AGENCY, INC
914 N. MAIN STREET, SUITE 4-A
P O BOX 429
MCALLEN, TX 78505-0429

REMARKS

None

THANK YOU FOR YOUR BUSINESS.

OLD REPUBLIC SURETY COMPANY

FILED
AT 8:58 O'CLOCK A M
AUG 05 2014
ARTHUR GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Phyllis M. Johnson of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)***, as follows: Effective Date: 8/26/2014 12:00:00 AM

Bond Number: LPO1135688 Bond Amount: Twenty Thousand Dollars $ 20,000.00

Principal Name: YVONNE RAMON

Obligee Name: COUNTY JUDGE I of EDINBURG, TX

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of May, 2014.

OLD REPUBLIC SURETY COMPANY

Phyllis M. Johnson
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of May, 2014, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2014

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0895907

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 23rd day of May, 2014.

Phyllis M. Johnson
Assistant Secretary

ORSC 22262 (3-06)

JESSE TREVINO INS. AGENCY, INC

Sec. 31.040. BOND. (a) Before assuming the duties of a county elections administrator, the person appointed to the position must give a bond that is in an amount set by the commissioners court, not to exceed $20,000, payable to the county judge, approved by the commissioners court, and conditioned on the faithful performance of the duties of the position.

(b) The commissioners court or the administrator may require any or all of the administrator's deputies, other than unpaid volunteer deputy registrars, to give a bond similar to that required of the administrator in an amount not exceeding the amount of the administrator's bond.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.

Requisition

Req # 00261266

PO #

Date: 08/01/14

Bill To: x
x

Vendor : 18465
JESSE TREVINO INSURANCE AGENCY. INC.
P.O. BOX 429
MCALLEN TX 78505-0429
FAX (956)687-3634

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: **Mel Esparza**
956-318-2570

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Yvonne Ramon's Bond Renewal DO NOT DUPLICATE ORDER		
1.00		Elections Administrator Yvonne Ramon's Bond Renewal Policy Number LPO 1135688 (8/26/2014-8/26/2015)	70.00	70.00
		Account No	Encumbrance	
		4-1100-414-00-130-001-0-529	70.00	
			Freight	.00
			Total	70.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-45662 **Sheriff's Office 11. A.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval for reimbursement to Deputy Adam Palmer in the amount of $37.28 due to deputy paying for fuel expense out of pocket after credit card did not work.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-421-00-280-001-0-626

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

BUDGETARY IMPACT:

Funds available as of 8/1/14.

Attachments

Adam Palmer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/23/2014 03:22 PM
Budget & Management	Debbie Tamez	07/24/2014 02:47 PM
Obdett Calzada	Obdett Calzada	08/01/2014 09:57 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Myra Montoya Started On: 07/23/2014 02:56 PM

Final Approval Date: 08/08/2014

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
961953	**June 29, 2014**	**$37.28**	**SHELL**

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

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

SIGNATURE: _____ 3883

TITLE: **DEPUTY SHERIFF**
PERSON MAKING REQUEST

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

MYRA M MONTOYA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 7/27/17

_____
Notary Public In and For the State of Texas

_____
Approval of Department Head

_____
Approval of County Auditor

SHELL
719 VICTORIA RD
REFUGIO TX 78377
57520885/08

06/29/2014 5:10:59 PM
Register: 1 Trans #: 2510 Op ID: 15
Your cashier: Ashley

*** REPRINT *** REPRINT *** REPRINT ***

1LITDASANI	$1.69 99
NESTLE 33.8 OZ	$1.29 99
Unlead CA PUMP# 3	
10.655 GAL @ $ 3.499/GAL	$37.28 99
Subtotal =	$40.26
Tax =	$0.00
Total =	$40.26

*** REPRINT *** REPRINT *** REPRINT ***

Change Due =	$0.00
Credit	$40.26

XXXX XXXX XXXX 9580, DISCOVER
INVOICE: 961953
AUTH 02967B
Buyer agrees to pay the total, according
To the agreement with the card issuer

Apply for the new Shell Drive for FiveSM
Card today and save 5 cents per gallon.

Apply today! Call 1-877-278-2624.

Thank You!!!

AI-45881 **Sheriff's Office 11. B.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Commander Gabriel Castaneda **Submitted By:** Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval to appropriate $114,000.00 from the unreserved fund balance in the Sheriff's Federal Sharing - U.S. Department of Justice (Fund 1229).

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1229-421-00-280-007-0-XXX

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

BUDGETARY IMPACT:

Funds available for the appropriation as of 08/06/2014.

Attachments

Budget Amendment

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/06/2014 02:34 PM
Budget & Management	Debbie Tamez	08/07/2014 10:54 AM
Manuel Chapa	Manuel Chapa	08/08/2014 09:20 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Rosie Hinojosa Started On: 08/06/2014 02:19 PM

Final Approval Date: 08/08/2014

DATE: **August 6, 2014**

DEPARTMENT HEAD: **Sheriff J.E. "Eddie" Guerra**

DEPARTMENT NAME: **Sheriff's Federal Sharing - US Department of Justice**

ACCOUNT NUMBER: **4-1229-421-00-280-007-0-xxx**

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1229-421-00-280-007-0-611	Police and Camera Supplies	11,000.00
4-1229-421-00-280-007-0-664	Other Minor Equipment	28,000.00
4-1229-421-00-280-007-0-668	Police Weapons and Bulletproof Vests	53,000.00
4-1229-421-00-280-007-0-679	Repair & Maintenance Supplies-Other	2,000.00
4-1229-421-00-280-007-0-748	Other Equipment	20,000.00

TOTAL BUDGET INCREASE REQUEST **$ 114,000.00**

REASON: To appropriate monies from the Sheriff's Federal Sharing - U.S. Dept of Justice Fund Balance (unreserved) for the purchase of weapons and accessories.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

AI-45719 **District Clerk 12. A.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Ricardo Contreras, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

Renewal of the State Case Registry & Local Customer Service Contract, Fiscal Year 2015-2016, between the County of Hidalgo and the Texas Attorney General's Office.

BACKGROUND

Hidalgo County contracts with the Office of the Attorney General ("OAG") every two years to furnish Registry Only court order information relating to Child Support, Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries and handle inquiries on (including any necessary research) and receive information about Child Support Cases where child support payments are remitted to the TXSDU. The contract commences on September 1, 2014 and shall terminate on August 31, 2016. Attached to the contract is the County of Hidalgo's Incident Reponse Plan to help address the security and confidentiality of OAG data. The OAG requires two signed orginal copies.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact

Contract period is from September 1, 2014 to Aug. 31, 2016.

Contract is renewed every two years.

Attachments

State Case Registry & Local Customer Service Contract

Hidalgo County Disaster Recovery Plan

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 04:46 PM
Manuel Chapa	Manuel Chapa	07/31/2014 09:23 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Ricardo Contreras Started On: 07/28/2014 11:39 AM

Final Approval Date: 08/08/2014

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
CHILD SUPPORT DIVISION

July 22, 2014

The Honorable Laura Hinojosa
Hidalgo County District Clerk
P.O. Box 87
Edinburg TX 78540-

RE: FY15/16 State Case Registry and Local Customer Service Contract 15-C0045

Dear Ms. Hinojosa:

Attached are two originals of the FY15/16 State Case Registry/Local Customer Service (SCR/LCS) Contract. Please have both originals signed where indicated.

In drafting this contract, we took the opportunity to restructure the existing contract in order to streamline the business requirements, document current business processes, and revise language to reflect current OAG policies. In Section 10.5 Background Reviews, the OAG is requiring that the county perform a background review, including criminal history record information within the past six months on all County Agents having access to the OAG computer systems (TXCSES Web). A letter with more details will be mailed in the coming weeks.

Also attached is Attachment E, Incident Response Plan (flagged), which is designed to provide a general reference to both OAG and County when a security incident may threaten the confidentiality of OAG data. You will need to submit a new Incident Response Plan even if no changes occurred since the previous contract. Pursuant to contract requirement § 7.5.1.1, please complete the Incident Response Plan and return it along with both signed originals to:

Office of the Attorney General
Child Support Division
P. O. Box 12017
Mail Code 062, Attn: Patricia Perez
Austin, Texas 78711-2017

Upon receipt by the OAG of the two signed originals and the completed Incident Response Plan, the documents will be routed to Charles Smith, Deputy for Child Support/IV-D Director, for signature. After the documents have been signed by all parties, one original will be returned to you for your records. Please be advised, the contract cannot be finalized until both signed originals and a current Incident Response Plan have been returned.

If you have questions regarding the execution of this contract, please contact Robert Canales at (512) 460-6283 or Debbie Mullen at (512) 460-6376.

Sincerely,

Allen Broussard
Contract Manager

State Case Registry and Local Customer Service
Cooperative Agreement
between
The Office of the Attorney General
of the State of Texas
and
Hidalgo County, Texas

CONTRACT NO. 15-C0045

1. INTRODUCTION

1.1. This contract ("Contract") is entered into, by and between the Office of the Attorney General ("OAG") and Hidalgo County ("County"). OAG and County are referred to individually as a "Party" and collectively as the "Parties" in this Contract.

1.2. This Contract, including its attachments (all of which are made a part hereof and expressly included herein), is entered into under the authority of Texas Family Code Section 231.002.

1.3. PURPOSE. County and OAG shall cooperate to:

1.3.1. Create or Update Registry-Only Case(s) on the OAG Case Management System with Child Support court order and Family Violence information.

1.3.2. Gather and enter sufficient information on the OAG Case Management System to satisfy the requirements for State Case Registry.

1.3.3. Provide quality local customer service as described in this Contract.

1.4. ACRONYMS, TERMS AND DEFINITIONS. The following terms have the meaning set forth below. All other terms have the meaning set forth in the Merriam *Webster's Collegiate® Dictionary*, Eleventh edition.

Acronym/Term	Definition
Child Support Case	A collection of data associated with a particular child support order, court hearing, and/or request for IV-D services that typically includes data regarding a Custodial Parent (CP), Non-Custodial Parent (NCP), a Dependent(s) (DP) and/or presumed father. Every Case is stored on the OAG Case Management System and has a unique OAG Case Number, names and identifying information about its Member(s), court order details, and payment history.
Cause Number	The identifier assigned by a court to the child support court order
CSD	Child Support Division
Custodial Parent (CP)	The person who has primary care, custody, and control of the Dependent(s).
Dependent	The minor or adult child who is under the primary care, custody and control of the Custodial Parent.
Federal Disallowance Percentage	The Federal Office of Child Support Enforcement (OCSE) does not reimburse OAG for Registry-Only customer service activities on Child Support Cases without wage withholding in effect. OAG calculates the percentage of customer service activities disallowed each month using the following formula: Total non-wage withheld receipts / Total receipts processed
Full-Service (FS)	A case where an individual has applied for child support services from OAG, has not declined child support services from a local rule office, or is on public assistance and an automated referral has been received from the Health and Human Services Commission (HHSC).

Acronym/Term	Definition
IV-D	Title IV-D of the Social Security Act, [42 U.S.C. 651 et seq] which requires that each state create a program to locate NCPs, to establish paternity, to establish and enforce child support obligations, and collect and distribute support payments. All recipients of public assistance (usually Temporary Assistance for Needy Families (TANF)) are referred to their state's IV-D child support program. States must also accept applications from families who do not receive public assistance, if requested, to assist in collection of child support. Title IV-D also established the Federal Office of Child Support Enforcement (OCSE). Also referred to as "Title IV-D".
Non-Custodial Parent (NCP)	The parent who does not have primary care, custody, or control of the Dependent(s).
OAG-CSD	Office of the Attorney General, Child Support Division
OAG Case Management System	A federally certified case management system for the IV-D program. Also referred as "Texas Child Support Enforcement System".
Registry-Only (RO)	A case where the Texas State Disbursement Unit records and processes child support payments, but the OAG does not monitor or enforce the obligation.
Remitter	NCPs, employers, counties, other states, other countries, other entities, individuals, responding jurisdictions, or a third party who has sent a child support payment.
SSN	Social Security Number
Start Date of Cause	The date the judge signed the order for child support.
State Case Registry (SCR)	A federally mandated database maintained by each state that contains information on Child Support Cases established or modified after October 1, 1998.
State Disbursement Unit (SDU)	The centralized payment collection site in Texas where all child support payments are received and processed.

2. TERM

2.1. This Contract shall commence on September 1, 2014 and shall terminate on August 31, 2016, unless terminated earlier by provisions of this Contract.

3. REQUIREMENTS

3.1. COUNTY OBLIGATIONS.

3.1.1. Confidentiality. This Contract provides for the sharing of confidential and/or sensitive information between OAG and County. In consideration of OAG providing certain confidential and/or sensitive information to County in order to perform contract services, County agrees to assume responsibility for compliance with and work closely in cooperation with OAG to ensure compliance with all applicable state and federal statutory requirements for confidentiality and information security. See the Information Protection Provisions below for more information.

3.1.2. Customer Identification. County shall adhere to the OAG Procedures for Changes to Case Information (Attachment A) when an inquiry is received or member/case information is updated.

3.1.3. State Disbursement Unit. County agrees that all court orders with child support rendered by a court on or after January 1, 1994, must direct child support payments to the SDU in accordance with Section 154.004 of the Texas Family Code and 42 USC 654b. Where County identifies a pattern of court orders from a particular court or attorney that fail to comply with Section 154.004 of the Texas Family Code and 42 USC 654b, County will notify the OAG of same.

3.1.4. State Case Registry.

3.1.4.1. County shall, in accordance with the time frames set forth in the "Timeframe Requirements" section below:

3.1.4.1.1. enter into the OAG Case Management System the "State Case Registry Complete" data listed in in the "State Case Registry Complete" section below;

3.1.4.1.2. enter into the OAG Case Management System all additional data, as described in the "Update Activities" section below, that County has obtained; and

3.1.4.1.3. update all of the above data for Child Support Cases as County receives updated information.

3.1.4.2. County may use the original court order or the record of support documents to obtain the relevant information for entry to the OAG Case Management System or may use the "Record of Support" Form 1828 (Attachment B) that summarizes the relevant court ordered child support information, published on the OAG-CSD's webpage, www.texasattorneygeneral.gov, under "Child Support Forms".

3.1.4.3. State Case Registry Complete

3.1.4.3.1. The following are the minimum required data elements necessary for a Child Support Case to be considered "State Case Registry Complete":

3.1.4.3.1.1. Participant Information

- Type (Dependent, Custodial Parent, Non-Custodial Parent)
- First and Last Name
- Gender
- Social Security Number AND/OR Date of Birth
- Family Violence Indicator (if applicable)
- Custodial Parent's Complete Address

3.1.4.3.1.2. Case and Cause Information

- Cause Number
- Start Date Of Cause

3.1.4.4. Update Activities.

3.1.4.4.1. County shall:

3.1.4.4.1.1. update the State Case Registry data entered in accordance with The "State Case Registry Complete" section above with updated data obtained by County after the initial entry; and

3.1.4.4.1.2. enter into OAG Case Management System additional case and/or member data to a Child Support Case as County receives such data from the Custodial Parent, Non-Custodial Parent, employer, court or attorney of record. This additional case and/or member data includes but is not limited to the following:

- Complete Address for Custodial Parent, Non-Custodial Parent, Dependent, and any other parties to the Child Support Case
- Protective Orders
- Order Modification Date
- Dependent Status
- Case Closures
- Jurisdictional Transfer of Court Orders

3.1.4.5. Timeframe Requirements.

3.1.4.5.1. County shall create new Child Support Cases on the OAG Case Management System within five (5) County business days from the "date received" time stamped on the Temporary or Final order indicating that the order was received by the District Clerk or Local Registry's office.

3.1.4.5.2. If a payment has been received by the SDU and a case has not been created, County shall create a new Child Support Case on the OAG Case Management System, updating all available information, within five (5) County business days from notification by the SDU.

3.1.4.5.3. County shall provide new and updated "State Case Registry Complete" data and any additional data on existing Child Support Cases within three (3) County business days after receipt of the data.

3.1.4.6. Protective Orders.

3.1.4.6.1. County shall update the Family Violence Indicator (FVI) for Registry-Only Cases in the OAG Case Management System within three (3) County business days after a protective order is filed.

3.1.4.6.2. County shall provide the local OAG field office with a copy of a protective order on a Full-Service Case within three (3) County business days after it is filed.

3.1.4.7. County shall forward all misdirected child support payments to the SDU within one day of receipt and notify the Remitter of the correct payment address.

3.1.5. Local Customer Service.

3.1.5.1. County shall provide the resources necessary to accomplish the following allowable Customer Service Activities on Child Support Cases, as described below. County resources include, but are not limited to, personnel, office space, equipment, phones and phone lines.

3.1.5.2. Customer Service Activities.

3.1.5.2.1. Allowable Customer Service Activities must relate to the following categories:

3.1.5.2.1.1. Payment Inquiry

3.1.5.2.1.2. Payment Research

3.1.5.2.1.3. Employer Payment Related Calls

3.1.5.2.1.4. OAG Payment Related Calls

3.1.5.2.1.5. Wage Withholding Inquiry (Employer, Custodial Parent, Non-Custodial Parent).

3.1.5.2.2. Examples of Allowable Customer Service Activities include:

3.1.5.2.2.1. Researching payments on Child Support Cases that should have been, but were not, received by OAG.

3.1.5.2.2.2. Researching disbursements on Child Support Cases that should have been, but were not, received by the Custodial Parent.

3.1.5.2.2.3. Providing payment records on Child Support Cases to the court, the guardian ad litem for the child, the Custodial Parent and Non-Custodial Parent and their attorneys, a person authorized by the Custodial Parent or Non-Custodial Parent to have the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child.

3.1.5.2.2.4. Providing a certified copy of the court order to OAG upon request without delay.

3.1.5.3. Customer Service Requirements.

3.1.5.3.1. County shall:

3.1.5.3.1.1. Respond to written inquiries within five (5) County business days after receipt.

3.1.5.3.1.2. Take action on information received within three (3) County business days after receipt.

3.1.5.3.1.3. Document allowable Customer Service Activities on the OAG Case Management System.

3.1.5.3.1.4. Return phone calls within three (3) County business days after receipt.

3.1.5.3.1.5. Resolve or respond to telephone inquiries within three (3) County business days after receipt.

3.1.5.3.1.6. Attend to a walk in customer the same day or schedule appointment within three (3) County business days after request.

3.1.5.3.1.7. Provide customers with the OAG's toll free Call Center number (800-252-8014) when needed.

3.2. INTERFACE CONTROL DOCUMENT FILE SHARING SERVICES.

3.2.1. This Section 3.2 is applicable only if County exchanges interface control documents ("ICD") files.

3.2.2. The Parties will work to reduce the number of files exchanged, eliminate redundancy, modernize the technology, and streamline the exchange process, thus improving efficiency for all involved. OAG will provide the following data files:

3.2.2.1. ICD012, Full-Service and Registry-Only Collections.

3.2.2.2. ICD013, Registry-Only Disbursement Data.

3.2.2.3. ICD015, Full-Service and Registry-Only Collection Adjustments.

3.2.2.4. ICD050, Registry-Only Case Data for Local Registries.

3.2.3. County may provide the following data file to OAG for processing in the OAG Case Management System:

3.2.3.1. ICD035, Local Customer Service Registry Activities.

3.2.3.1.1. At the request of OAG, County shall provide reports or other documentation sufficient to validate the Customer Service Activity submitted on the ICD035.

3.2.3.1.2. In the event of a failed transmission, or if a file is unable to be processed, County shall correct the problem and retransmit within one (1) County business day after notification by OAG.

3.3. CHANGES TO OAG CASE MANAGEMENT SYSTEM.

3.3.1. OAG reserves the right to:

3.3.1.1. Make changes to the design of the OAG Case Management System.

3.3.1.1.1. OAG will make every effort to provide advance notice of any planned system changes that may impact the business operations or processes of County.

3.3.1.2. Make changes to OAG procedures and training material.

3.3.2. Any changes to the OAG Case Management System, OAG procedures, or the training material will not require a contract amendment but will be documented through Controlled Correspondence.

3.3.3. OAG and County will work to establish a plan and schedule for training authorized users and implementing access to the OAG Case Management System.

3.4. ONSITE REVIEW. County shall allow OAG access to County facilities for the purpose of reviewing and inspecting County processes related to the requirements of this Contract.

3.4.1. OAG and County will work together to plan for the site review.

3.4.2. County shall complete an OAG self-assessment questionnaire prior to the review.

3.4.3. OAG and County will select a random sample of cases prior to the review.

3.4.4. OAG will review a random sample of Child Support Cases to ensure that:

3.4.4.1. All court orders, whether a Temporary Order or a Final Order that involves child support, are entered on the OAG Case Management System.

3.4.4.2. Child Support Case information is entered on the OAG Case Management System within the timeframes set forth in the "Timeframe Requirements" section above.

3.4.4.3. Child Support Case information is entered accurately on the OAG Case Management System.

3.4.4.4. Child Support Orders direct child support payments to the SDU.

3.4.5. OAG will offer assistance with contract, statutory and operational issues.

3.4.6. OAG will provide training during the onsite review as needed.

3.4.7. OAG and County will review the most current list of authorized County Agents, as defined in the "Information Protection Provision", "Applicability" section of this Contract.

3.5. TRAINING ON OAG CASE MANAGEMENT SYSTEM. Any County staff performing functions under this Contract must be trained on OAG Case Management System. Classroom Training on OAG Case Management System will be scheduled upon request from County by the end of the quarter following such request. Classroom Training will be provided by OAG Regional Trainers at each of the OAG Regional Training Centers. County shall be responsible for any and all costs associated with this training, including, but not limited to, costs for travel, lodging, meals and per diem; provided, however that OAG shall be responsible for the cost of training materials and equipment required to complete the training class. County is responsible for scheduling the training with OAG and shall direct training requests to:

Larry Acevedo
Office of the Attorney General
Mail Code 053
PO Box 12017
Austin, TX 78711-2017
Email address: CSD-TRN@texasattorneygeneral.gov

4. REMEDIES FOR NON-PERFORMANCE

4.1. Failure of County to perform the contracted for services as required by this Contract shall be considered unsatisfactory performance. Any finding of unsatisfactory performance shall be communicated to County in writing by the OAG Contract Manager. If County wants to dispute the finding, a written dispute must be received by the OAG Contract Manager no later than fifteen (15) calendar days after the date County received the written finding of unsatisfactory performance. The written dispute must detail why County believes the finding is erroneous and must contain all supporting documentation. The OAG Contract Manager will review the dispute submission to determine the validity of the original finding of unsatisfactory performance. The determination of the OAG Contract Manager shall be final and shall conclude the review process. The OAG Contract Manager's determination shall be communicated to County in writing. If a written dispute of the original finding of unsatisfactory performance is not received by the OAG Contract Manager by the time set forth above, the finding of unsatisfactory performance shall be deemed validated and County shall have waived its right to dispute the finding.

4.2. If OAG determines that the finding of unsatisfactory performance is valid, County shall be requested to provide the OAG Contract Manager with a corrective action plan. A corrective action plan, acceptable to the OAG Contract Manager, must be provided within a reasonable time period as specified by the OAG Contract Manager. Failure to provide an acceptable corrective action plan within the specified time period shall result in a withholding of payments due to County under this Contract until such time that an acceptable corrective action plan is provided.

4.2.1. If County does not return to satisfactory status within four months after receiving notice that an unsatisfactory performance finding has been validated, OAG may withhold payments due to County under this Contract until County is once again performing satisfactorily. If the unsatisfactory status persists for a total of six months after receiving notice of the validated unsatisfactory performance finding, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments due to County being in an unsatisfactory

status. Where payments are to resume due to County having provided an acceptable corrective action plan or having attained satisfactory performance status, the first payment after resumption shall include all costs accrued during the period when payments to County were withheld.

5. FINANCIAL MATTERS

5.1. MAXIMUM LIABILITY OF THE OAG.

5.1.1. Notwithstanding any other provision of this Contract, the maximum liability of OAG under this Contract is **Forty Seven Thousand Six Hundred Dollars and No Cents ($47,600.00)**.

5.2. REIMBURSEMENT RATES.

5.2.1. FEDERAL SHARE.

5.2.1.1. OAG shall be financially liable to County for the federal share of County's Contract associated cost. "Federal Share" means the portion of County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%.

5.2.2. STATE CASE REGISTRY.

5.2.2.1. State Case Registry Complete Fee. County agrees that the per activity fee for each Child Support Case in which County initially entered sufficient data on the OAG Case Management System to deem the case "State Case Registry Complete", as defined in the "State Case Registry Complete" section of this Contract, is $12.77.

5.2.2.2. State Case Registry Complete Update Fee. County agrees that the per activity fee for each update of State Case Registry Complete data or entry of additional information on the OAG Case Management System, pursuant to the "Update Activities" section of this Contract, on a Child Support Case previously deemed State Case Registry Complete is $4.06.

5.2.2.3. County agrees that, for the purposes of this Contract, all of County's reimbursable Contract associated State Case Registry costs for any given calendar month is equal to the Federal Share of the sum of (1) the product of (a) the number of State Case Registry Complete activities during the calendar month multiplied by (b) the State Case Registry Complete Fee, plus (2) the product of (a) the number of State Case Registry Complete Updates during the calendar month multiplied by (b) the State Case Registry Complete Update Fee.

Thus, OAG's liability for County's Contract associated State Case Registry costs will be calculated as follows:

[(Calendar Month State Case Registry Complete activities x $12.77) + (Calendar Month State Case Registry Complete Update activities x $4.06)] x Federal Share = OAG Liability.

5.2.3. Local Customer Service.

5.2.3.1. County agrees that, for the purposes of this Contract, all of County's reimbursable Contract associated Local Customer Service costs for any given calendar month is equal to the Federal Share of the product of (1) the difference of (a) the sum of (i) the number of inquiries on Full-Service Child Support Cases handled by County personnel during the calendar month, plus (ii) the number of inquiries on Registry-Only Child Support Cases handled by County personnel during the calendar month, minus (b) the product of (i) the number of Registry-Only Cases handled by County personnel during the calendar month multiplied by (ii) the Federal Disallowance Percentage, multiplied by (2) a per inquiry fee of $4.18. For purpose of reference only the Federal Disallowance Percentage for SFY 2013 annualized is 21.80%.

Thus, OAG's liability for County's Contract associated Local Customer Service costs will be calculated as follows:

[((Calendar Month IV-D Inquiries Handled by County Personnel + Calendar Month Registry-Only Inquiries Handled by County Personnel) – (Calendar Month Registry-Only Inquiries X Federal Disallowance Percentage)) x $4.18] x Federal Share = OAG Liability.

5.3. REIMBURSEMENT PROCESS.

5.3.1. OAG will forward a Summary and Reimbursement Voucher for any particular month's activities to County for review and approval by the 25th day of the following month.

5.3.2. If County approves the Summary and Reimbursement Voucher, County shall sign the voucher and return it to OAG for payment within ten (10) County business days after County's receipt of voucher. County's signature constitutes approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher. OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act.

County shall submit the invoice via email to:

CSD-CountyInvoicing@texasattorneygeneral.gov

Or via USPS mail to:

OAG Contract Manager, State Case Registry and Local Customer Service
Mail Code 062
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

5.3.3. If County does not approve the Summary and Reimbursement Voucher, County shall return the voucher to OAG within ten (10) County business days after receipt of voucher, detailing the basis of any disputed item, and include supporting documentation. OAG shall review the returned voucher. If the dispute is resolved in County's favor, OAG shall make payment as set forth in the preceding subsection. If the dispute is not resolved in County's favor, OAG shall make payment in accordance with the voucher originally sent to County and forward a letter of explanation to County.

5.4. LIMITATION OF OAG LIABILITY.

5.4.1. OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract.

5.4.2. OAG may decline to reimburse costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.

5.4.3. County shall refund to OAG within thirty (30) calendar days any sum of money which has been paid to County which OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.

5.4.4. OAG shall not be liable for reimbursing County if County fails to comply with the requirements of the "State Case Registry" and "Local Customer Service" sections above.

5.4.5. OAG shall not be liable for reimbursing County for any activity currently eligible for reimbursement as of right without the necessity for a prior existing contract e.g. sheriff/processor fees. Nor shall OAG be liable for reimbursing County for any activities eligible for reimbursement under another contract or Cooperative Agreement with OAG e.g. customer service related to cases in the same County's Integrated Child Support System ("ICSS") caseload, when County has an ICSS contract with OAG. Nor shall OAG be liable for reimbursing County for information correcting erroneous information previously provided by County.

5.5. AUDIT AND INVESTIGATION. County understands that acceptance of funds under this Contract acts as acceptance of the authority of the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States to conduct an audit or investigation in connection with those funds. County agrees to cooperate fully in the conduct of the audit or investigation. County shall grant access to all books, records and documents pertinent to this Contract to the OAG, the State Auditor of Texas, the United States Department of health and Human Services and the Comptroller General of the United States for the purposes of inspecting, auditing or copying such books, records and documents. County shall ensure that the requirements of this provision including, but not limited to, the authority of the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General

of the United States to conduct an audit or investigation concerning funds received indirectly by subcontractors through County and the requirement to cooperate in the conduct of such audit or investigation shall in included in all subcontracts.

5.6. FINANCIAL TERMS.

5.6.1. Buy Texas. In accordance with §2155.4441, Texas Government Code, County shall, in performing any services under this Contract, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside Texas.

5.6.2. Legislative Appropriations. All obligations of OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Provision of Funding by United States below). The parties acknowledge that the ability of the OAG to make payments under this contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this contract and the OAG's continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to County of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the contract requirements, prior to the effective date of termination.

5.6.3. Provision of Funding by the United States. It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, OAG shall promptly notify County of such fact in writing. Upon such occurrence, OAG shall discontinue payment hereunder and the Contract shall be terminated subject to the post termination responsibilities outlined in the Termination of the Contract Section.

5.6.4. Antitrust and Assignment of Claims. Pursuant to 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq., County affirms that it has not violated the Texas antitrust laws or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. County hereby assigns to OAG any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq.

6. CONTRACT MANAGEMENT

6.1. CONTROLLED CORRESPONDENCE. In order to track and document requests for decisions and/or information pertaining to this Contract, and the subsequent response to those requests, OAG and County shall use Controlled Correspondence. OAG shall manage the Controlled Correspondence for this Contract. For each Controlled Correspondence document, OAG shall assign a tracking number and the document shall be signed by the appropriate Party's Contract Manager.

Controlled Correspondence shall not be used to change pricing or alter the terms of this Contract. Controlled Correspondence shall not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the terms of this Contract must be by a Contract amendment. However, the Controlled

Correspondence process may be used to document refinements and interpretations of the provisions of this Contract and to document the cost impacts of proposed changes.

Controlled Correspondence documents shall be maintained by both parties in on-going logs and shall become part of the normal status reporting process. Any communication not generated in accordance with such process shall not be binding upon the parties and shall be of no effect.

6.2. NOTICES.

6.2.1. Written Notice Delivery. Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

6.2.1.1. County Address. The address of County for all purposes under this Contract and for all notices hereunder shall be:

The Honorable Laura Hinojosa (or successor in office)
Hidalgo County District Clerk
P.O. Box 87
Edinburg, TX 78540-

6.2.1.2. OAG Address. The address of OAG for all purposes under this Contract and for all notices hereunder shall be:

Charles Smith (or successor in office)
Deputy for Child Support (IV-D Director)
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

With copies to:

Martha Fitzwater Pigott (or successor in office)
Managing Attorney, Legal Counsel Section
PO Box 12017 (Mail Code 044)
Austin, TX 78711-2017

6.3. CONTRACT MANAGERS.

6.3.1. OAG Contract Manager. The OAG Contract Manager is:

Allen Broussard (or successor in office)
CSD-Government Contracts
Office of the Attorney General
PO Box 12017 (Mail Code 062)
Austin, TX 78711
Email: allen.broussard@texasattorneygeneral.gov
Phone: (512) 460-6373

Any changes to the above assignment shall be documented by Controlled Correspondence. The OAG Contract Manager has the authority to:

- sign Controlled Correspondence
- serve as the day-to-day point of contact
- coordinate quality control reviews
- approve invoices
- coordinate meetings with the County
- investigate complaints

The OAG Contract Manager shall have no authority to agree to any:

- Contract amendment
- pricing change

6.3.2. County Contract Manager. Unless otherwise notified by County, OAG shall consider the District Clerk, Domestic Relations Office or Local Registry's office as County Contract Manager. Any changes to this assignment shall be documented by Controlled Correspondence. The County's Contract Manager has the authority to:

- make decisions regarding the deliverables required by this Contract
- sign Controlled Correspondence
- serve as the day to day point of contact
- coordinate quality control reviews
- coordinate meetings with the OAG
- investigate complaints

6.4. SUBCONTRACTING. County shall not subcontract any portion of the IV-D services to be performed under this Contract without the prior written approval of the OAG. All subcontracts, if any, entered into by County shall be written and competitively advertised. Any subcontract entered into by County shall be subject to the requirements of this Contract. County agrees to be responsible to OAG for the performance of any subcontractor and remains bound to perform the duties described in any subcontract regardless of whether the subcontractor breaches in its performance. County understands and acknowledges that OAG is in no manner liable to any subcontractor of County.

6.5. NO ASSIGNMENT BY COUNTY. County will not assign its rights under this contract or delegate the performance of its duties under this contract without prior written approval from the OAG. Notwithstanding anything to the contrary in the Texas Business Organizations Code or any other Texas or other state statute a merger shall not act to cause the assumption, by the surviving entity or entities, of this Contract and/or its associated rights and duties without the prior written approval of the OAG. The term "merger" as used in this Section includes, without limitation, the combining of two corporations into a single surviving corporation, the combining of two existing corporations to form a third newly created corporation; or the combining of a corporation with another form of business organization.

6.6. REPORTING FRAUD, WASTE OR ABUSE. County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:

- the Contract Manager;
- the Deputy Director for Contract Operations, Child Support Division;
- the Deputy Director, Child Support Division;
- the Director, Child Support Division;
- the OAG Ethics Advisor;
- the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@texasattorneygeneral.gov);
- the State Auditor's Office hotline for fraud (1-800-892-8348).

6.6.1. The report of suspected misconduct shall include (if known):

- the specific suspected misconduct;
- the names of the individual(s)/entity(ies) involved;
- the date(s)/location(s) of the alleged activity(ies);
- the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
- any documents which tend to support the allegations.

6.6.1.1. The words fraud, waste or abuse as used in this Section have the following meanings:

6.6.1.1.1. Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.

6.6.1.1.2. Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.

6.6.1.1.3. Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

6.7. COOPERATION WITH THE OAG. County must ensure that it cooperates with OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of this Contract. County agrees to reasonably cooperate with and work with the OAG's contractors, subcontractors, and third party representatives as requested by the OAG.

6.8. DISPUTE RESOLUTION PROCESS FOR COUNTY BREACH OF CONTRACT CLAIM.

6.8.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by OAG and County to attempt to resolve any claim for breach of contract made by County.

6.8.2. A claim for breach of Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, County shall submit written notice, as required by subchapter B, to the Deputy for Child Support (IV-D Director), Office of the Attorney General, PO Box 12017 (Mail Code 033), Austin, Texas 78711-2017. The notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the parties otherwise entitled to notice. Compliance with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

6.8.3. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by OAG if the parties are unable to resolve their disputes under the negotiation process.

6.8.4. Compliance with the contested case process is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by OAG nor any other conduct of any representative of OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.

6.8.5. The submission, processing and resolution of a claim for breach of contract is governed by the published rules adopted by OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

6.8.6. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by County, in whole or in part.

7. INFORMATION PROTECTION PROVISIONS

7.1. GENERAL.

7.1.1. Survival of Provisions.

7.1.1.1. Perpetual Survival and Severability

7.1.1.1.1. OAG rights and privileges applicable to OAG Data shall survive expiration or any termination of this contract, and shall be perpetual.

7.1.1.1.2. As an exception to the foregoing perpetual survival, if certain OAG Data become publicly known and made generally available through no action or inaction of County, then County may use such publicly known OAG Data to the same extent as any other member of the public.

7.1.1.1.3. If any term or provision of this contract, including these Information Protection Provisions, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this contract, including these Information Protection Provisions, shall remain in full force and effect and such term or provision shall be deemed to be deleted.

7.1.2. Applicability.

7.1.2.1. References in the Information Protection Provisions

7.1.2.1.1. All references to "OAG" shall mean the Office of the Attorney General.

7.1.2.1.2. All references to "OAG-CSD ISO" shall mean the Office of the Attorney General-Child Support Division Information Security Officer.

7.1.2.1.3. All references to "County" shall mean {business name and address}.

7.1.2.1.4. All references to "County's Agents" shall mean County's officials, employees, agents, consultants, subcontractors, and representatives, and all other persons that perform Contract Services on County's behalf.

7.1.2.1.5. All references to "Contract Services" shall include activities within the scope of the executed contract.

7.1.2.1.6. All references to "OAG Data" shall mean all data and information (i) originated by OAG or, (ii) which County accesses from OAG information systems. This contract requires County to retrieve data from the courts and other sources and create data within the Texas Child Support Enforcement System. OAG Data does not include data and information originated by County in the performance of its statutory responsibilities. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. All references to "OAG Customers" shall mean any person or entity that delivers, receives, accesses, or uses OAG Data.

7.1.2.1.7. The term "Security Incident" means an occurrence or event where the confidentiality, integrity or availability of OAG Data may have been compromised and includes, without limitation, a failure by County to perform its obligations under section 7.2, Data Security, and section 7.2.7, Physical Security, subsections below.

7.1.2.2. Inclusion in all Subcontracts.

7.1.2.2.1. The requirements of these Information Protection Provisions shall be included in, and apply to, all subcontracts and any agreements County has with anyone performing Contract Services on County's behalf.

7.1.2.3. Third Parties

7.1.2.3.1. This contract is between County and OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County.

7.1.3. Termination for Non-Compliance.

7.1.3.1. In the event that either County or County's Agent fails to comply with any of the Information Protection provisions, OAG may exercise any remedy, including immediate termination of this contract.

7.1.4. Personnel Briefings Training and Acknowledgments.

7.1.4.1. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. County's Agents shall only be granted access to OAG Systems after they have received all required security training and have executed all required security agreements, acknowledgments, and certifications. The OAG Contract Manager shall provide direction to the County regarding the acquiring of any necessary access, completion of required security training and execution of required security agreements, acknowledgments and certifications.

7.1.4.2. County shall ensure that all County personnel having access to OAG Data receive annual reorientation sessions when offered by OAG and all County personnel that perform or are assigned to perform Contract Services shall re-execute, and/or renew their acceptance of, all applicable security documents to ensure that they remain current regarding all security requirements.

7.1.5. Key Person Dependence or Collusion.

7.1.5.1. County shall protect against any key-person dependence or collusion by enforcing policies of separation of duties, restricted job responsibilities, audit logging, and job rotation.

7.2. DATA SECURITY.

7.2.1. Rights in OAG Data.

7.2.1.1. County and County's Agents possess no special right to access, use or disclose OAG Data as a result of County's contractual or fiduciary relationship with OAG. As between OAG and County, all OAG Data shall be considered the property of OAG and shall be deemed confidential. County hereby irrevocably assigns, transfers, and conveys, and shall cause County's Agents to irrevocably assign, transfer, and convey to OAG without further consideration all of its and their right title and interest to OAG Data. Upon request by OAG, County shall execute and deliver and shall cause County's Agents to execute and deliver to OAG any documents that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data.

7.2.2. Use of OAG Data.

7.2.2.1. OAG Data have been, or will be, provided to County and County's Agents solely for use in connection with providing the Contract Services. Re-use of OAG Data in any form is not permitted. County agrees that it will not access, use or disclose OAG Data for any purpose not necessary for the performance of its duties under this contract. Without OAG's approval (in its sole discretion), neither County nor County's Agents shall: (i) use OAG Data other than in connection with providing the Contract Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body; (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute, or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Contract Services. However, nothing in this contract is intended to restrict County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses.

7.2.2.2. In the event of any unauthorized disclosure or loss of OAG Data, County shall immediately comply with the Notice subsection of the Security Incidents subsection set forth below.

7.2.3. Statutory, Regulatory and Policy Compliance

7.2.3.1. County agrees to comply with all OAG policies, standards and requirements, state and federal statutes, rules, regulations, and standards regarding the protection and confidentiality of OAG Data, for which it has received written notice, as currently effective, subsequently enacted or as may be amended. The existing requirements that are applicable to County's obligations under this contract are included in this Contract. County shall also comply with any requirements set forth in Section 9.0, "Computer System Security" of the IRS Publication 1075 (Rev. 12-2013) and Attachment C to this Contract: "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information").

7.2.4. Data Retention and Destruction.

7.2.4.1. Within six (6) months after contract award, County and OAG shall develop, and mutually agreed upon, a detailed schedule for the retention and possible destruction of OAG Data. The schedule will be based upon the Contract Services being performed and County's limited authorization to access, use, and disclose OAG Data. Subsequent to developing and agreeing upon that schedule, County shall:

(i) Retain and destroy OAG Data in accordance with the detailed schedule for its retention and destruction; (According to OAG Data Sanitization standards)
(ii) Destroy or purge OAG Data in a manner consistent with state policy and Federal regulations for destruction of private or confidential data and in such a way so that the Data are unusable and irrecoverable;
(iii) Destroy all hard copy OAG Data by shredding to effect 5/16 inch wide or smaller strips and then either incinerating or pulping the shredded material; and

(iv) Within five (5) calendar days, excluding weekends and holidays, of destruction or purging, provide OAG with a completed OAG-Child Support Division "Certificate of Destruction for Counties and Vendors;" a copy of which is attached hereto and included herein (Attachment D).

7.2.4.2. In the event of contract expiration or termination for any reason, all hard-copy OAG Data shall (in accordance with the detailed retention schedule agreed to by County and OAG under Section 2.5.1 above) either be destroyed or returned to OAG. If immediate purging of all data storage components is not possible, County agrees that any OAG Data remaining in any storage component will be protected to prevent unauthorized disclosures.

7.2.4.2.1. Within twenty (20) business days after contract expiration or termination, County shall provide OAG with a signed statement detailing the nature of OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

7.2.4.3. In its sole discretion, OAG may waive notification requirements or request reasonable changes to the detailed schedule for the retention and destruction of OAG Data.

7.3. PHYSICAL AND SYSTEM SECURITY.

7.3.1. General/Administrative Protections.

7.3.1.1. At all times County shall be fully responsible to OAG for the security of the storage, processing, compilation, or transmission of all OAG Data to which it has access, and of all equipment, storage facilities, and transmission facilities on which or for which such OAG Data are stored, processed, compiled, or transmitted.

7.3.1.2. County (and County's Agents) shall develop and implement internal protection systems, including information security access lists and physical security access lists (the "access protection lists"), designed to protect OAG Data in accordance with applicable law and the provisions for Data Security, Physical Security, and Logical/Information System Protections contained in this contract. The access protection lists shall document the name and other identifying data for any individual authorized to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization.

7.3.1.2.1. County shall remove individuals from or change the access rights of individuals on the applicable access protection list immediately upon such individual no longer requiring certain access. At least quarterly, OAG shall send County a list of Texas Child Support Enforcement System users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized.

7.3.1.2.2. OAG shall have the right to review County's internal protection systems and access protection lists for all areas of the work site(s). OAG may, with or without cause, and without cost or liability, deny or revoke an individual's access to OAG Data and information and any of its systems. If any authorization is revoked or denied by OAG, then County shall immediately use its best efforts to assist OAG in preventing access, use or disclosure of OAG Data and County shall be given written notice of the denial.

7.3.1.2.3. OAG, in its sole discretion and without consulting County, may immediately terminate OAG system access for anyone performing services under this contract.

7.3.1.2.4. County shall immediately notify OAG Contract Manager when any person County authorized to access OAG Systems is no longer authorized to have such access. This notice includes re-assigned or terminated individuals.

7.3.1.3. County's physical access security and logical access security systems must track and log all access attempts and failures. The access security systems must produce access logs on request. These logs must identify all access failures and breaches. Notwithstanding anything to the contrary in this Contract, the physical access and logical access security systems access logs for any particular calendar year must be retained for a period of seven (7) calendar years after the last calendar day of the calendar year in which they were created. Thus a log created on January 1, 2007 may be disposed of, with all other systems access logs created in 2007, on January 1, 2015. All physical access and logical access security systems logs must be stored to electronic media.

Any stored log must be produced for viewing access and copying upon request of OAG within five (5) business days after the request.

7.3.1.4. County shall maintain appropriate audit trails to provide accountability for use and updates to OAG Data, charges, procedures, and performances. Audit trails maintained by County shall, at a minimum, identify the supporting documentation prepared by County to permit an audit of the system by tracing the activities of individuals through the system. County's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of OAG Data. County agrees that County's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.3.2. Physical Security.

7.3.2.1. The computer site and related infrastructures (e.g. information system servers, protected interface equipment, associated peripherals, communications equipment, wire closets, patch panels, etc.) must have physical security that at all times protects OAG Data against any unauthorized access to, or routine viewing of, computer devices, access devices, and printed and stored data.

7.3.2.2. Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges.

7.3.2.3. County agrees that the systems operation room (which houses network equipment, servers and other centralized processing hardware) shall be accessible only by authorized IT personnel or executive management.

7.3.2.4. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external, non-organization-controlled network [e.g., the Internet]) multifactor authentication that is compliant with NIST SP 800-63, Electronic Authentication Guidance level 3 or 4, and shall be consistent with Section 4.7, "Telework Locations" and Section 9.3.11.9, "Alternate Worksite (PE-17)" of IRS Publication 1075 (Rev. 12-2013).

7.3.2.5. County shall protect information systems against environmental hazards and provide appropriate environmental protection in facilities containing information systems.

7.3.3. Logical/Information System Protections.

7.3.3.1. County shall take all reasonable steps to ensure the logical security of all information systems used in the performance of this Contract, including:

(i) Independent oversight of systems administrators and programmers;
(ii) Restriction of user, operator, and administrator accounts in accordance with job duties;
(iii) Authentication of users to the operating system and application software programs;
(iv) County shall adhere to OAG-approved access methods, and the protection and use of unique identifiers such as user identifications and passwords;
(v) County shall have an authorization process for user access and privileges. Any access not granted is prohibited;
(vi) County shall maintain an access protection list that details the rights and privileges with respect to each such user;
(vii) Audit trails for user account adds, deletes, and changes, as well as, access attempts and updates to individual data records; and
(viii) Protection to prevent unauthorized processing in or changes to software, systems, and OAG Data in the production environment.

7.3.3.2. County shall implement protection for the prevention, detection and correction of processing failure, or deliberate or accidental acts that may threaten the confidentiality, availability, or integrity of OAG Data.

7.3.3.3. County shall implement counter-protection against malicious software on County's internal systems used in contract performance.

7.3.3.4. County shall ensure that relevant Security Incidents are identified, monitored, analyzed, and addressed.

7.3.3.5. County shall apply a high-level of protection toward hardening all security and critical server communications platforms and ensure that operating system versions are kept current.

7.3.3.6. County shall adhere to mutually agreed upon procedures for authorizing hardware and software changes, and for evaluation of their security impact.

7.3.3.7. County shall institute a process that provides for immediate revocation of a user's access rights and the termination of the connection between systems, if warranted by the nature of any Security Incident.

7.3.4. Encryption.

7.3.4.1. OAG Data must be encrypted while at rest on any media (e.g., USB drives, laptops, workstations, and server hard drives), in transmission, and during transport (i.e. the physical moving of media containing OAG Data). OAG Data must be encrypted using current FIPS validated cryptographic modules. OAG will specify the minimum encryption level necessary. Any change to this minimum encryption level will be communicated in writing to County by the OAG Contract Manager. County shall adhere to mutually agreed upon procedures for data transmission.

7.3.4.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by County. County may submit, to the OAG Contract Manager, a written request for an exception to these prohibitions. A granted exception will be communicated in writing to County by the OAG Contract Manager. If OAG finds it necessary to allow storage media to be removed from a facility used by County, OAG will specify the circumstance(s) under which storage media may be removed. This prohibition does not apply to County Information Systems backup procedure. County Information Systems backup procedure is subject to the United States Internal Revenue Service requirements set forth in Section 9.3.6.7, "Information System Backup (CP-9)" of IRS Publication 1075 (Rev. 12-2013) and Attachment C entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information".

7.4. SECURITY AUDIT.

7.4.1. Right to Audit, Investigate and Inspect.

7.4.1.1. Without notice, County shall permit, and shall require County's Agents to, permit OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

(i) Monitor and observe the operations of, and to perform security investigations, audits, and reviews of the operations and records of, County and County's Agents;

(ii) Inspect its information system in order to assess security at the operating system, network, and application levels; provided, however, that such assessment shall not interfere with the daily operations of managing and running the system;

(iii) Enter into the offices and places of business of County and County's Agents for a security inspection of the facilities and operations used in the performance of Contract Services. Specific remedial measures may be required in cases where County or County's Agents are found to be noncompliant with physical and/or data security protection.

7.4.1.1.1. When OAG performs any of the above monitoring, observations, and inspections, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States. In those instances OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.

7.4.1.2. Any audit of documents shall be conducted at County's principal place of business and/or the location(s) of County's operations during County's normal business hours and at OAG's expense. County shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on County's premises, (or if the audit is being performed of a County's Agent, the Agent's premises, if necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work.

7.4.1.3. County shall supply to OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of County or County's Agents if those reports pertain, in whole or in part, to the Contract Services. This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one (1) year after the date of termination or expiration of the contract.

7.5. SECURITY INCIDENTS.

7.5.1. Response to Security Incidents.

7.5.1.1. County shall respond to detected Security Incidents. County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information Security Incidents. The incident response plan should cover such topics as:

(i) Initial responders
(ii) Containment
(iii) Management Notification
(iv) Documentation of Response Actions
(v) Expeditious confirmation of system integrity
(vi) Collection of audit trails and similar evidence
(vii) Cause analysis
(viii) Damage analysis and mitigation
(ix) Internal Reporting Responsibility
(x) External Reporting Responsibility
(xi) OAG Contract Manager's and OAG-CSD ISO's name, phone number and email address. Attachment E is County's current internal incident response plan. Any changes to this incident response plan require OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence

7.5.2. Notice.

7.5.2.1. Within one (1) hour of discovering or having any reason to believe that there has been, any physical, personnel, system, or OAG Data Security Incident County shall initiate risk mitigation and notify the OAG-CSD ISO and the OAG Contract Manager, by telephone and by email, of the Security Incident and the initial risk mitigation steps taken. County must also notify the Treasury Inspector General for Tax Administration in Dallas by phone (713-209-3711). If unable to contact the Dallas office, contact the National Office at Hotline Number: 800-589-3718.

7.5.2.2. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary risk analysis of the Security Incident; commence an investigation into the incident; and provide a written report utilizing the attached Security Incident Report (Attachment F) to the OAG-CSD ISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the Security Incident and the results of the preliminary risk analysis. This initial report shall include, at a minimum: nature of the incident (e.g., data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.

7.5.2.3. Each day thereafter until the investigation is complete, County shall:

(i) Provide the OAG-CSD ISO, or the OAG-CSD ISO's designee, with a daily oral or email report regarding the investigation status and current risk analysis; and

(ii) Confer with the OAG-CSD ISO or the OAG-CSD ISO's designee, regarding the proper course of the investigation and risk mitigation.

7.5.2.4. Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

7.5.3. Final Report.

7.5.3.1. Within five (5) business days after completing the risk analysis and investigation, County shall submit a written Final Report to the OAG-CSD ISO with a copy to the OAG Contract Manager, which shall include:

7.5.3.1.1. A detailed explanation of the cause(s) of the Security Incident;

7.5.3.1.2. A detailed description of the nature of the Security Incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Data affected; and

7.5.3.1.3. A specific cure for the Security Incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to OAG that states: the date that County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

7.5.3.2. If the cure has not been put in place by the time the report is submitted, County shall within thirty (30) calendar days after submission of the final report, provide a certification to OAG that states: the date that County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

7.5.3.3. If County fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the Security Incident, County agrees OAG may exercise any remedy in equity, provided by law, or identified in the contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless OAG notifies County in writing prior to the exercise of such remedy.

7.5.4. Independent Right to Investigate.

7.5.4.1. OAG reserves the right to conduct an independent investigation of any Security Incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and systems access available. If at all possible, OAG will provide reasonable notice to County that it is going to conduct an independent investigation.

7.6. REMEDIAL ACTION.

7.6.1. Remedies Not Exclusive and Injunctive Relief.

7.6.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this contract, or at law or in equity. OAG's pursuit or non-pursuit of any one remedy for a Security Incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.

7.6.1.2. If injunctive or other equitable relief is available, then County agrees that OAG shall not be required to post bond or other security as a condition of such relief.

7.6.2. Notice and Compensation to Third Parties.

7.6.2.1. In the event of a Security Incident, third-party or individual data may be compromised.

7.6.2.2. Subject to OAG review and approval, County shall provide notice of the Security Incident, with such notice to include:

(i) A brief description of what happened;

(ii) A description, to the extent possible, of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.);
(iii) A brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches;
(iv) Contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and
(v) Instructions for accessing the Consumer Protection Identity Theft section of the OAG website.

7.6.2.3. County and OAG shall mutually agree on the methodology for providing the notice required in this subsection. Neither party shall unreasonably withhold such agreement; however the notice method must comply with the notification requirements of Section 521.053, Texas Business and Commerce Code (as currently enacted or subsequently amended). Provided further that County must also comply with Section 521.053's "consumer reporting agency" notification requirements.

7.6.2.4. If County does not provide the required notice, OAG may elect to provide notice of the Security Incident. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas business and Commerce Code (as currently enacted or subsequently amended). Costs (excluding personnel costs) associated with providing notice shall be reimbursed to OAG by County. If County does not reimburse such cost within thirty (30) calendar days of request, OAG shall have the right to collect such cost. Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County.

7.7. COMMENCEMENT OF LEGAL ACTION.

7.7.1. County shall not commence any legal proceeding on OAG's behalf without OAG's express written consent.

8. AMENDMENT

This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of OAG and County.

9. TERMINATION OF THE CONTRACT

9.1. DISCRETIONARY TERMINATION. The parties to this Contract shall have the right, in each party's sole discretion and at its sole option, to terminate this Contract by notifying the other party hereto in writing of such termination at least one hundred and eighty (180) calendar days prior to the effective date of such termination. Such notice of termination shall comply with the notice provisions in the Notices Section above, and shall state the effective date of such termination.

9.2. TERMINATION FOR DEFAULT. If County fails to provide the services required under this Contract according to the provisions of this Contract, or fails to comply with any of the terms or conditions of this Contract, OAG may, upon written notice of default to County, terminate the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under this Contract.

OAG may exercise any other right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law or proceed by appropriate court action to enforce the provisions of this Contract, or to recover damages for the breach of any agreement being derived from this Contract. The exercise of any of the foregoing remedies will not constitute a termination of this Contract unless OAG notifies County in writing prior to the exercise of such remedy. County will remain liable for all covenants under the aforesaid agreement. County and OAG will each be responsible for the payment of its own legal fees, and other costs and expenses, including attorney's fees and court costs, incurred with respect to the enforcement of any of the remedies listed herein.

9.3. Change in Federal or State Requirements. If federal or state laws, rules or regulations, or other federal or state requirements or guidelines are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the parties cannot agree to an amendment that would enable substantial continuation of the Contract, the parties shall be discharged from any further obligations under this Contract.

9.4. Rights Upon Termination. In the event that this Contract is terminated for any reason, or upon its expiration, OAG shall retain ownership of all associated work products and documentation with any order that results from or is associated with this contract in whatever form that they exist.

9.5. Survival of Terms. Termination of this Contract for any reason shall not release County from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

10. TERMS AND CONDITIONS

10.1. FEDERAL TERMS AND CONDITIONS.

10.1.1. Compliance with Law, Policy and Procedure. County shall comply with all federal and state laws, rules, regulations, requirements and guidelines applicable to County: (1) performing its obligations hereunder and to assure, with respect to its performances hereunder, that OAG is fully and completely meeting obligations imposed by all laws, rules, regulations, requirements, and guidelines upon OAG in carrying out the IV-D program pursuant to Chapter 231 of the Texas Family Code and Title IV, Part D, of the Social Security Act of 1935, as amended; (2) providing services to OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. Notwithstanding anything to the contrary in this Contract, OAG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the OAG's or County's compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines.

10.1.2. Civil Rights. County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor". County shall ensure that all subcontracts comply with the above referenced provisions.

10.1.3. Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts. County certifies by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this transaction by any federal department or agency.

The certification requirement of this provision shall be included in all subcontracts.

10.1.4. Records Retention. County shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in this Contract. County shall retain all such records for a period of three years after the expiration of the term of this Contract, or until OAG or the United States are satisfied that all audit and litigation matters are resolved, whichever period is longer. County shall grant access to all such records to the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States (or any of their duly authorized representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision shall be included in all subcontracts.

10.1.5. Environmental Protection. County shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The certification requirement of this provision shall be included in all subcontracts that exceed $100,000.

10.1.6. Lobbying Disclosure. County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. Upon execution of this Contract, County must sign the Certification Regarding Lobbying attached as Attachment G and return it to OAG along with the executed copy of this Contract. This certification certifies that County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. §1352. It also certifies that County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL. The certification requirement of this provision shall be included in all subcontracts that exceed $100,000.

10.1.7. Certification Concerning Dealings with Public Servants. County, by signing the Agreement, certifies that it has not given nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this transaction.

10.2. GENERAL RESPONSIBILITIES.

10.2.1. Independent Contractor. It is expressly understood and agreed by the parties hereto that County is an independent contractor that shall have exclusive responsibility for any and all claims, demands, causes of action of every kind and character which may be asserted by any third party occurring from, in any way incident to, arising out of or in connection with the activities to be performed by County hereunder. It is further expressly understood and agreed that any County personnel employed or retained to carry out the terms of this Contract are deemed to be employees and/ or agents of County for purposes of retirement benefits, health insurance, all types of leave and any and all other purposes.

10.2.2. No Implied Authority. Any authority delegated to County by OAG is limited to the terms of this Contract. County shall not rely upon implied authority and specifically is not delegated authority under this Contract to:

(1) Make public policy;
(2) Promulgate, amend, or disregard OAG Child Support program policy; or
(3) Unilaterally communicate or negotiate, on behalf of the OAG, with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or state agency. However, County is required to cooperate fully with OAG in communications and negotiations with federal and state agencies, as directed by the OAG.

10.2.3. Force Majeure. OAG shall not be responsible for performance of the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OAG.

County shall not be liable to OAG for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of County, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

In the event of an occurrence under the preceding paragraph, County will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and County continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. County shall immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

10.2.4. News Releases. News releases, advertisements, publications, declarations and any other pronouncements by County pertaining to this transaction and using any means or media mentioning this transaction must be approved in writing by OAG prior to public dissemination.

10.3. OFFSHORING. All work to be performed under this Contract shall be performed within the United States and its territories.

10.4. RIGHT OF REMOVAL. OAG expects all services under this Contract to be competently and professionally performed. County and County's subcontractor personnel and agents shall comply with all OAG policy, procedures and requirements relating to standards of conduct and shall be courteous and professional in all communications during their performance of the requirements of this Contract. Any actions deemed incompetent or unprofessional must be remedied to the satisfaction of the OAG Contract Manager. OAG reserves the right, in its sole discretion, to require the immediate removal from the performance of services under this Contract and replacement of any County and/or County subcontractor personnel and agents deemed by OAG to be discourteous, unprofessional, incompetent, careless, unsuitable or otherwise objectionable. Any replacement personnel assigned by County to perform services under this Contract must have qualifications for the assigned position that equal or exceed those of the person being replaced.

10.5. Background Reviews.

10.5.1. By entering into this contract, County certifies that it will perform a background review, to include criminal history record information, of all County Agents before allowing a County Agent to provide services to OAG or to have access to OAG Data (hereinafter referred to as "contract associated service") and that such background review shall not occur any earlier than six months prior to County Agent performing any such services. County may request OAG to perform such reviews. In such instances County shall provide OAG with County Agent's: name (including any other names used); day time phone number; date of birth; driver license number; social security number and any criminal offense convictions. OAG shall perform the reviews at its own expense. The term County Agent as used in this "Background Reviews" provision means: all persons who perform contract associated services on County's behalf including County's officials, employees, agents, consultants, subcontractors and representatives performing contract associated services. **No County Agent who has been convicted of a felony for crimes involving violence, sexual offenses, theft or fraud or is a registered sex offender may perform any contract associated service.**

10.5.2. The Child Support Division of the Office of the Texas Attorney General is the Title IV-D agency for the State of Texas. Pursuant to Texas Government Code Section 411.127 the Child Support Division has the right to obtain criminal history record information that relates to an entity who proposes to enter into a contract with or that has a contract with the Child Support Division. OAG shall have the right under this contract to perform initial and periodic detailed background reviews, to include a criminal history records check, on any of County's Agents that are assigned to provide services to OAG or are authorized to access, or are requesting to access, OAG Data. Upon request, and to assist OAG in performing background reviews and criminal records checks, County shall provide identifying data and any required consent and authorization to perform such reviews and checks. OAG is prohibited from revealing the results of any criminal history records check to County.

10.5.3. Within ten (10) business days after County signing the contract County (unless directed otherwise in Controlled Correspondence) shall provide OAG with a list of all County Agents who will be performing contract associated service. The list shall contain the following information:

- Name (including any other names used);
- Day-time phone number;
- Responsibilities under the Contract;
- Date of Birth;
- Driver License Number;
- Social Security number; and,
- Criminal Offense convictions, if any.

10.5.4. County shall provide an updated list to OAG whenever a new County Agent is assigned to perform any contract associated service. County shall notify OAG whenever a County Agent is to assume a new responsibility with regard to the performance of contract associated service.

10.5.5. No County Agent shall commence performance of contract associated service or assume new responsibilities regarding contract associated service until OAG, by Controlled Correspondence, consents to such County Agent performing such service or new responsibilities. This prohibition pertains to performance of contract associated service and is not intended to preclude County from continuing to engage County Agent's services for non-contract associated service.

10.5.6. County must require all County Agents to notify County of any arrest (to include the date of arrest, arresting entity, and charges) at the earliest possible opportunity but no later than the end of the first business day following an arrest. Within one business day after such notification, County in turn shall notify OAG of such arrest. County must also require any County Agent who has been arrested to provide an official offense report to County as soon as possible but no later than 30 calendar days after the date of the arrest. Within one business day after receipt County in turn shall provide OAG with a copy of such offense report.

10.6. NON-WAIVER OF RIGHTS. Failure of a party to require performance by another party under this Contract will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

10.7. NO WAIVER OF SOVEREIGN IMMUNITY. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY OAG, THE STATE OF TEXAS OR COUNTY OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT OAG, THE STATE OF TEXAS OR COUNTY MAY HAVE BY OPERATION OF LAW.

10.8. SEVERABILITY. If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

10.9. APPLICABLE LAW AND VENUE. County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Hidalgo County.

10.10. ENTIRE AGREEMENT. This instrument constitutes the entire Contract between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

10.11. ORIGINALS AND COUNTERPARTS. This contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.12. ATTACHMENTS.

10.12.1. Attachment A: OAG Procedures For Changes to Case Information

10.12.2. Attachment B: Record of Support, Form 1828

10.12.3. Attachment C: IRS Publication 1075 (Rev.12-2013)

10.12.4. Attachment D: Certificate of Destruction for Counties and Vendors

10.12.5. Attachment E: County's Incident Response Plan

10.12.6. Attachment F: Security Incident Report

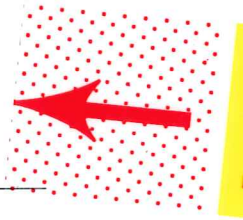
10.12.7. Attachment G: Certification Regarding Lobbying

THIS CONTRACT IS HEREBY ACCEPTED

OFFICE OF THE ATTORNEY GENERAL

Charles Smith
Deputy for Child Support (IV-D Director)

HIDALGO COUNTY



The Honorable Ramon Garcia
County Judge, Hidalgo County

OAG Procedures
For
Changes to Case Information

County shall adhere to the OAG Procedures when a request is received for member and/or case information.

Identifying Walk-In or Caller

Before updating member and/or case information, such as home address, phone number, etc., verify the caller or walk-in's identity. Ask the person for the following identifiers:

- Name
- Case Identification Number (CIN)
- Social Security Number (if CIN unavailable)
- Date of Birth
- Home address

Unidentifiable Walk-In or Caller

If there is any doubt about the caller's identity after these identifiers have been obtained, ask for the children names and date of birth.

When pertinent information is unavailable on registry-only (RO) cases, county staff are prevented from verifying a caller's identity. Once all attempts to verify the caller's identity have been exhausted, instruct the caller/walk-in to take one of the following actions in order to have the member/case information updated on OAG Case Management System:

Provide proof of identity via Mail, Fax or Email

Provide proof of identity by providing the supporting documents:

- A copy of a valid photo ID (i.e. driver's license)

Provide a scanned copy of the information to be updated:

- Bill with home address (i.e. utility bill)
- SSN card
- DOB
- Name change – photo ID with new name

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

Record of Support

ATTACHMENT B

This form is used by counties to provide the record of support data needed by the state case registry as required by the Texas Family Code § 105.008. (Counties may use the TXCSES Web Portal to provide this information in lieu of completing this form.) Send the completed form to the State Case Registry/County Contact Team by fax 877-924-6872 or mail to TxCSDU, P.O. Box 659400, San Antonio, TX 78265.

Order Information:

County Name: _____ **AG Case Number:** _____

Court Number: _____ **Order Type:** ☐ **New Order** ☐ **Modified Order**

Cause Number: _____ **Payment location:** ☐ **SDU** ☐ **County** ☐ **Other**_____

Order Sign Date: _____ **Date of Hearing:** _____

Obligee/Custodial Parent Information: ☐ **Family Violence Protection (FV)** *(Check if individual is a victim of family violence)*

Name: _____ **Employer Name:** _____

Address: _____ **Address:** _____

City: _____ **State:** _____ **Zip:** _____ **City:** _____ **State:** _____ **Zip:** _____

Social Security Number: _____ **Phone: (H)** _____ **(W)** _____

Date of Birth: ____/____/____ **Sex:** ☐ **Male** ☐ **Female** **Relationship to Child(ren):** _____

Drivers License Number: _____

Obligor/Non-Custodial Parent Information: ☐ **Family Violence Protection (FV)** *(Check if individual is a victim of family violence)*

Name: _____ **Employer Name:** _____

Address: _____ **Address:** _____

City: _____ **State:** _____ **Zip:** _____ **City:** _____ **State:** _____ **Zip:** _____

Social Security Number: _____ **Phone: (H)** _____ **(W)** _____

Date of Birth: ____/____/____ **Sex:** ☐ **Male** ☐ **Female** **Relationship to Child(ren):** _____

Drivers License Number: _____

Dependent Information:

Name: _____ ☐ **Family Violence Protection (FV)** *(Check if individual is a victim of family violence)*

Social Security Number: _____ **Date of Birth:** ____/____/____ **Sex:** ☐ **Male** ☐ **Female**

Name: _____ ☐ **Family Violence Protection (FV)** *(Check if individual is a victim of family violence)*

Social Security Number: _____ **Date of Birth:** ____/____/____ **Sex:** ☐ **Male** ☐ **Female**

Name: _____ ☐ **Family Violence Protection (FV)** *(Check if individual is a victim of family violence)*

Social Security Number: _____ **Date of Birth:** ____/____/____ **Sex:** ☐ **Male** ☐ **Female**

Name: _____ ☐ **Family Violence Protection (FV)** *(Check if individual is a victim of family violence)*

Social Security Number: _____ **Date of Birth:** ____/____/____ **Sex:** ☐ **Male** ☐ **Female**

Attach additional forms if there are more children for this cause

Obligee Attorney	Phone	Obligor Attorney	Phone

Form prepared by: _____ **Phone:** _____ **Date:** _____

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of the contractor or the contractor's responsible employees

(2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure to anyone other than an officer or employee of the contractor is prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(4) No work involving returns or return information furnished under this contract will be subcontracted without prior written approval of the IRS.

(5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this

contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRCs 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure* and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Office of the Attorney General – Child Support Division

Certificate of Destruction for Contractors and Vendors

ATTACHMENT D

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

Contact Name	Title	Company Name and Address	Phone

You may attach an inventory of the media if needed for bulk media disposition or destruction.

Media Type				Media Title / Document Name
	HARD COPY		ELECTRONIC	
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)				
Dates of Records				

Document / Record Tracking Number	OAG Item Number	Make / Model	Serial Number

Item Sanitization		CLEAR	Who Completed?		Who Verified?	
		PURGE	Phone		Phone	
		DESTROY	DATE Completed			
Sanitization Method and/or Product Used →						

Final Disposition of Media		Reused Internally			Destruction / Disposal
		Reused Externally			Returned to Manufacturer
		Other:			

Comments:

If any OAG Data is **retained**, indicate the type of storage media, physical locations(s), and any planned destruction date.

Description of OAG Data Retained and Retention Requirements:

Proposed method of destruction for OAG approval:	Type of storage media?	
	Physical location?	
	Planned destruction date?	

Within five (5) days of destruction or purging, provide the OAG with a signed statement containing the date of clearing, purging or destruction, description of OAG data cleared, purged or destroyed and the method(s) used.

Authorized approval has been received for the destruction of media identified above and has met all OAG Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests.

Records Destroyed by:			Records Destruction Verified by:	
Signature	Date		Signature	Date

Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.

Send the signed Certificate of Destruction to:

OAG: Child Support Division, Information Security Office, PO Box 12017, Austin, TX 78711-2017

Office of the Attorney General – Child Support Division

Certificate of Destruction for Contractors and Vendors **ATTACHMENT D**

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for federal tax information **(FTI).** These guidelines are also required for sensitive or confidential information that may include personally identifiable information **(PII)** or protected health information **(PHI).** NIST 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- **Hard Copy**. Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platens are all examples of hard copy media.
- **Electronic (or soft copy).** Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.

1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.

2. For media to be reused outside your organization or if leaving your organization for any reason, use the PURGE procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.

3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

4. For media that has been damaged (i.e. crashed drive) and can not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide OAG with a signed statement detailing the nature of OAG data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for OAG approval.

6. Send the signed Certificate of Destruction to:

OAG: Child Support Division
Information Security Office
PO Box 12017
Austin, TX 78711-2017

FAX to: 512-460-6070

or send as an email attachment to:

Willie.Harvey@cs.oag.state.tx.us

Final Distribution of Certificate	Original to:	Willie Harvey, Information Security Officer 512-460-6764
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. CSD Contract Manager

ATTACHMENT E

Hidalgo County
Incident Response Plan

Adopted Date: _____

OVERVIEW

This Incident Response Plan is designed to provide general guidance to county staff, both technical and managerial, to:

- enable quick and efficient recovery in the event of security incidents which may threaten the confidentiality of OAG Data;
- respond in a systematic manner to incidents and carry out all necessary steps to handle an incident;
- prevent or minimize disruption of mission-critical services; and,
- minimize loss or theft of confidential data.

The plan identifies and describes the roles and responsibilities of the Incident Response Team and outlines steps to take upon discovery of unauthorized access to confidential data. The Incident Response Team is responsible for putting the Plan into action.

INCIDENT RESPONSE TEAM

The Incident Response Team is established to provide a quick, effective and orderly response to any threat to confidential data. The Team's mission is to prevent a serious loss of information assets or public confidence by providing an immediate, effective and skillful response to any unexpected event involving computer information systems, networks or databases. The Team is responsible for investigating suspected security incidents in a timely manner and reporting findings to management and the appropriate authorities.

INCIDENT RESPONSE TEAM ROLES AND RESPONSIBILITIES

Position	Roles and Responsibilities
Chief Information Security Officer (CISO)	• Immediately report incident directly to OAG CISO and OAG Contract Manager • Determine nature and scope of the incident • Contact members of the Incident Response Team • Determine which Team members play an active role in the investigation • Escalate to executive management as appropriate • Contact other departments as appropriate • Monitor and report progress of investigation to OAG CISO • Ensure evidence gathering and preservation is appropriate • Prepare and provide a written summary of the incident and corrective action taken to OAG CISO
Information Technology Operations Center	• Central point of contact for all computer incidents • Notify CISO to activate Incident Response Team
Information Privacy Office	• Document the types of personal information that may have been breached • Provide guidance throughout the investigation on issues relating to privacy of customer and employee personal information • Assist in developing appropriate communication to impacted parties • Assess the need to change privacy policies, procedures and/or practices as a result of the breach
Network Architecture	• Analyze network traffic for signs of external attack • Run tracing tool and event loggers • Look for signs of firewall breach • Contact external internet service provider for assistance as appropriate • Take necessary action to block traffic from suspected intruder • Prepare Incident Containment Report, as appropriate, and forward to County CISO
Operating Systems Architecture	• Ensure all service packs and patches are current on mission-critical computers • Ensure backups are in place for all critical systems • Examine system logs of critical systems for unusual activity • Prepare Incident Containment Report, as appropriate, and forward to County CISO
Business Applications	• Monitor business applications and services for signs of attack • Review audit logs of mission-critical servers for signs of suspicious activity • Contact the Information Technology Operations Center with any information relating to a suspected breach • Collect pertinent information regarding the incident at the request of the CISO
Internal Auditing	• Review systems to ensure compliance with information security policy and controls • Perform appropriate audit test work to ensure mission-critical systems are current with service packs and patches • Report any system control gaps to management for corrective action • Prepare Incident Eradication Report and forward to County CISO

INCIDENT CONTACT LIST

1.1. OAG Contact Information

Position	Name	Phone Number	Email address
OAG Chief of Information Security Officer	Willie Harvey	512-936-1320	willie.harvey@texasattorneygeneral.gov
OAG Contract Manager	Allen Broussard	512-460-6373	allen.broussard@texasattorneygeneral.gov

1.2. County Contact Information

Position	Name	Phone Number	Email address
Chief of Information Security Officer			
County Contract Manager			
Information Technology Operations Center			
Information Privacy Office			
Network Architecture			
Operating Systems Architecture			
Business Applications			
Internal Auditing			

ATTACHMENT F

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
CHILD SUPPORT DIVISION

SECURITY INCIDENT REPORT
For Contractors or Vendors

Willie Harvey, CISSP
OAG-CS Information Security Officer
willie.harvey@texasattorneygeneral.gov
Office (512) 460-6764
Fax (512) 460-6850

To immediately report an incident please contact:

Instructions: Each Contractor or business partner (Contractor) is required to provide timely reporting of security incidents to the Office of the Attorney General, Child Support Division (OAG-CS) Information Security Officer (ISO). Together, the Contractor and OAG-CS ISO will assess the significance and criticality of a security incident based on the business impact to affected resources and the current and potential effect of the incident (*e.g., loss of access to services, revenue, productivity, reputation; unauthorized disclosure of confidential or private information; loss of data or network integrity; or propagation to other networks*).

Depending on the criticality of the incident, it will not always be feasible to gather all the information prior to reporting to OAG-CS. In such cases, incident response teams should make an initial report and then continue to report information to the OAG-CS daily until the incident has been resolved and the OAG-CS ISO has closed the incident. All security incident reports provided to OAG-CS will be classified and handled as Confidential per *Chapter 2059.055 Texas Government Code (TGC)* and *Chapter 552.139 Texas Business and Commerce Code (TB&CC)*.

1. Contact Information	
Company Name:	
Full Name:	
Job Title:	
Division or office:	
Work phone:	
Mobile phone:	
E-mail address:	
Fax number:	

Additional contact information: (e.g., subject matter experts; incident response team members)

Area of Specialty	Name	Email	Phone #

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
CHILD SUPPORT DIVISION

SECURITY INCIDENT REPORT
For Contractors or Vendors

2. Type of Incident *(Check all that apply)*	
☐ Account compromise *(e.g., lost password)*	☐ Social engineering *(e.g., phishing, scams)*
☐ Denial of service *(including distributed)*	☐ Technical vulnerability *(e.g., 0-day attacks)*
☐ Malicious code *(e.g., virus, worm, Trojan)*	☐ Theft/loss of equipment/media/document
☐ Misuse of systems *(e.g., acceptable use)*	☐ Unauthorized access *(e.g., systems, devices)*
☐ Reconnaissance *(e.g., scanning, probing)*	☐ Unknown/Other *(Please describe below)*
Description of incident:	

3. Scope of Incident *(Check one)*	
☐ Critical *(e.g., affects public safety or Federal/State/Individual confidential or private information)* ☐ High *(e.g., affects Contractor's entire network or critical business or mission systems)* ☐ Medium *(e.g., affects Contractor's network infrastructure, servers, or admin accounts)* ☐ Low *(e.g., affects Contractor's workstations or standard user accounts only)* ☐ Unknown/Other *(Please describe below)*	
Estimated number of systems affected: *(e.g., workstations, servers, mainframes, applications, switches, routers)*	
Estimated number of users and/or customers affected:	
Third-parties involved or affected: *(e.g., vendors, contractors, partners)*	
Additional scope information:	

4. Impact of Incident *(Check all that apply)*	
☐ Loss of access to services	☐ Propagation to other networks
☐ Loss of productivity	☐ Unauthorized disclosure of data/information
☐ Loss of revenue	☐ Unauthorized modification of data/information
☐ Loss of reputation	☐ Unknown/Other *(Please describe below)*
Estimated total cost incurred: *(e.g., cost to contain incident, restore systems, notify data owners, notify customers, credit monitoring fees, fines)*	

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
CHILD SUPPORT DIVISION

SECURITY INCIDENT REPORT
For Contractors or Vendors

Additional impact information:

5. Sensitivity of Affected Data/Information *(Check all that apply)*	
☐ Confidential/Sensitive/IRS data/info ☐ Financial data/info ☐ Non-sensitive data/info ☐ Publicly available data/info	☐ Personally identifiable information (PII/PHI) ☐ Intellectual property/copyrighted data/info ☐ Critical infrastructure/Key resources ☐ Unknown/Other *(Please describe below)*
Quantity of data/information affected: *(e.g., file sizes, number of records)*	
Describe the data and/or information that may have been compromised:	

6. Users and/or Customers Affected by Incident *(Provide as much detail as possible)*			
Number of affected **Users**		Number of affected **Customers**	
User Name	User Job Title	System access levels or rights of affected users: *(e.g., regular user, domain administrator, root)*	
Additional User and/or Customer details:			

7. Systems Affected by Incident *(Provide as much detail as possible)*	
Attack sources *(e.g., IP address, port)*:	
Attack destinations *(e.g., IP address, port)*:	
IP addresses of affected systems:	
Domain names of affected systems:	
Primary functions of affected systems: *(e.g., web server, domain controller)*	
Operating systems of affected systems: *(e.g., version, service pack, configuration)*	
Patch level of affected systems: *(e.g., latest patches loaded, hotfixes)*	
Security software loaded on affect systems:	

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
CHILD SUPPORT DIVISION

SECURITY INCIDENT REPORT
For Contractors or Vendors

(e.g., anti-virus, anti-spyware, firewall, versions, date of latest definitions)	
Physical location of affected systems: *(e.g., state, city, building, room, desk)*	
Additional system details:	

8. Remediation of Incident *(Provide as much detail as possible – include dates)*	
Actions taken by Contractor to identify affected resources:	
Actions taken by Contractor to contain & investigate incident:	
Actions taken by Contractor to remediate incident:	
Actions taken by Contractor to verify successful remediation: (e.g., perform vulnerability scan, code review, system tests)	
Actions planned by Contractor to prevent similar incidents: *(provide timeline)*	
Additional remediation details:	

9. Timeline of Incident *(Provide as much detail as possible)*	
a. Date and time when Contractor first detected, discovered, or was notified about the incident:	
b. Date and time when the actual incident occurred: *(estimation if exact date and time unknown)*	
c. Date and time when the incident was contained, or when all affected systems or functions were restored: *(use whichever date and time is later)*	
d. Elapsed time between the incident and discovery: *(e.g., difference between a. and b. above)*	
e. Elapsed time between the discovery and restoration: *(e.g., difference between a. and c. above)*	

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
CHILD SUPPORT DIVISION

SECURITY INCIDENT REPORT
For Contractors or Vendors

Detailed incident timeline:		
Date	Time	Event/Action/Comment

10. Miscellaneous / Lessons Learned *(Provide any other relevant information)*

11. List of Attachments *(Include the name and date of each attachment)*

Please submit the completed form, attachments and all updates to:

Willie Harvey, CISSP
OAG-CS Information Security Officer
Mail Code 033-1
5500 E. Oltorf : P.O. Box 12017
Austin, TX 78741 : Austin, TX 78711-2017
Office (512) 460-6764
Fax (512) 460-6850
willie.harvey@texasattorneygeneral.gov

***PLEASE NOTE:**

- All Security Incident Reporting Forms and accompanying documentation must be transmitted to OAG-CS in a safe and secure manner.
- Please encrypt all documents prior to transmission.
- Please contact the ISO via phone to coordinate your fax transmission or decryption password.

OAG will contact the **TIGTA** and the **IRS** immediately, but no later than 24-hours after the identification of a possible issue involving FTI. OAG should not wait to conduct an internal investigation to determine if FTI was involved. If FTI may have been involved, OAG must contact **TIGTA** and the **IRS** immediately. **TIGTA contact for Texas: 972-308-1400** (Dallas).

If criminal action is suspected (e.g., violations of *Chapter 33, Penal Code, Computer Crimes*, or *Chapter 33A, Penal Code, Telecommunications Crimes*) the Contractor is also responsible for contacting the appropriate law enforcement and investigative authorities.

ATTACHMENT F

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
(Respondent Signature)

_____
(Respondent Printed Name)

_____
(Respondent Title)

_____
(Date)

_____
(Organization)

County of Hidalgo, Texas

DRP

Disaster Recovery Plan

Assigned to the following Organizational Units:

Information Technology Department

Assigned to the following Geographic Locations:

The County of Hidalgo, Texas

STROHL SYSTEMS

Printed on: 6/5/2007

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Plan Overview
Disaster Recovery Plan

6/5/2007

Report Description:
This report describes the plan's purpose, objectives, assumptions and strategies on which the plan is based.

Scope

In Hidalgo County, Texas the Chief Information Officer's role is to provide a centralized point of contact for all countywide information systems, infrastructure and application resources. The IT Department provides some level of support to all county departments and because all these resources are interconnected and interdependent, it is the IT Department's role to take the lead on any issue relating to technology and to facilitate any and all resources.

This is the Disaster Recovery Plan for applications, systems and appliances that are critical to the operation of the information technology resources on a county wide level. This plan also identifies departments that run separate yet critical applications and systems.

The County has IT policies in place, which mandate that any department that runs data servers or critical applications keep the application properly backed up and also develop a disaster recovery plan for these applications. Besides the countywide systems maintained by the IT Department and covered in this plan, the following departments maintain data systems:

County Auditor's Office (Appendix A)
SAGE Financial
Miscellaneous department specific applications

Head Start Agency (Appendix B)
Head Start MIS
Miscellaneous department specific applications

Urban County (Appendix C)
Urban County Finance Program
Miscellaneous department specific applications

Tax Assessor Collector (Appendix D)
Automated Tax Collection System
Miscellaneous department specific applications

Health and Human Services Department (Appendix E)
Client/Medical Records System
Miscellaneous department specific applications

Assumption

The Disaster Recovery Plan is built around a "Worst Case" scenario. The "Worst Case" scenario assumes an impact has occurred and access to primary operational facilities is not possible.

Purpose

The plan lists the critical applications, equipment and devices that are critical. It lists response teams, roles and responsibilities, key personnel contact information, task lists, equipment lists , dependencies and recovery time objectives (RTOs)

Plan Overview
Disaster Recovery Plan

6/5/2007

Objective

The primary objectives of the Recovery Plan are to provide a plan of action for Hidalgo County to:
- Identify and respond to the potential disaster through the appropriate contacts.
- Make a management decision whether the situation warrants a disaster declaration.
- Establish recovery procedures and operations of IT at a pre-determined Alternate Facility.
- Restore critical applications and data at a pre-determined Alternate Facility within 72 hours after the declaration of a disaster.

This Plan seeks to minimize:
- The number of decisions that must be made following an outage.
- The dependence on the participation of any specific person or group of people in the recovery process.
- The need to develop, test and debug new procedures, programs or systems during recovery.
- The exposure to Hidalgo County resulting from a disaster impacting their ability to perform their critical business functions.

Strategies Used

The primary and secondary strategies to be applied in the Application Recovery Plan are as follows:

Strategy One - Worst Case:

1. Upon "Disaster Declaration" notification, all Application Recovery Team members will be notified and assembled at a prespecified "Recovery Team" assembly location.
2. Review of critical application RTO and RPO requirements
3. Delegation to Application Recovery Team those task items to be completed based upon extent of impact and variables of situation.
4. Communication with all affected departmental business units, vendors, Command Center, etc.
5. On-going support to all affected departmental areas as long as required until full restoration back to normal operations.

Strategy Two - Application Failure:

1. Upon "Application Failure", work in conjunction with the IT Department to bring back on-line the "most critical" application first.
2. Assist departmental business functions affected by outage with review of data restores, record balancing, record reconciliation, etc

Report Description:

This report lists each task alphabetically with its subtasks. The task will still be listed even if it has no subtasks assigned.

Task ID TSK01
Description Electrical Grid
Task Name Power grid that supplies electricity for county IT distribution facilities.

Subtasks:

Seq #		
1	Electric Grid - Response	Response
2	Electric Grid - Response	Notify response team
3	Electric Grid - Response	Report to site
4	Electric Grid - Response	Contact facilities manager of issue (Buildings and Grounds Department/Daniel Flores 956-318-2646)
5	Electric Grid - Response	Assess damage and possiblity of recovery
6	Electric Grid - Response	Verify that alternate power is on
7	Electric Grid - Response	If alternate power is unavailable begin DRP procedures for affected applications
8	Electric Grid - Response	Begin recovery process
9	Electric Grid - Response	Obtain alternate hardware if necessary
10	Electric Grid - Response	Test application

Task ID TSK02
Description Internet, PRIs and Special Circuits
Task Name Communication lines for Network LAN/WAN

Subtasks:

Seq #		
1	Communicaton - Response	Response
2	Communicaton - Response	Notify response team
3	Communicaton - Response	Report to site
4	Communicaton - Response	Contact vendor of issue
5	Communicaton - Response	Assess damage and possibility of recovery
6	Communicaton - Response	Verify that alternate site is ready
7	Communicaton - Response	Route data to alternate site
8	Communicaton - Response	Begin recovery process
9	Communicaton - Response	Test equipment access to circuit
10	Communicaton - Response	Obtain alternate hardware if necessary
11	Communicaton - Response	Test equipment
12	Communicaton - Response	Bring equipment online

Task ID TSK03
Description Network LAN/WAN
Task Name This encompasses all countywide network and telecommunciation equipment, including routers, switches, firewalls, data circuits, servers and related applications. The network is designed to be modular and a specific site crash will not mean an entire system failure.

Subtasks:

Seq #		
1	Network - Response	Response
2	Network - Response	Notify response team
3	Network - Response	Report to site
4	Network - Response	Contact application vendor of issue
5	Network - Response	Participate in damage assessment
6	Network - Response	If at alternate site, route all data through working infrastructure
7	Network - Response	Verify/Test access to equipment and application
8	Network - Response	Assess damage and possibility of recovery
9	Network - Response	Begin recovery process
10	Network - Response	Obtain alternate hardware if necessary
11	Network - Response	Test equipment for readiness and accuracy
12	Network - Response	Test equipment access to network infrastructure
13	Network - Response	Bring equipment online

Task ID TSK04
Description Tyler Technologies Criminal Justice System (AbleTerm)
Task Name Countywide application, all main infrastructure and equipment hosted at a central site.

Subtasks:

Seq #		
1	Criminal Justice - Response	Response
2	Criminal Justice - Response	Notify response team
3	Criminal Justice - Response	Report to site for instructions
4	Criminal Justice - Response	Contact application vendor of issue.
5	Criminal Justice - Response	Participate in damage assessment
6	Criminal Justice - Response	Verify/Test access to equipment and application
7	Criminal Justice - Response	Assess damage and possibility of recovery
8	Criminal Justice - Response	Begin recovery process
9	Criminal Justice - Response	Obtain backup media from remote site
10	Criminal Justice - Response	Reload data to main or redundant server.
11	Criminal Justice - Response	Obtain alternate hardware if necessary
12	Criminal Justice - Response	Test data for readiness and accuracy
13	Criminal Justice - Response	Test Server access to network infrastrusture
14	Criminal Justice - Response	Bring application server online

Task ID TSK05
Description VOIP County Telephone System (ShoreTel)
Task Name Countywide telephone system, this system is designed in a modular architecture. All geographic sites are independent of each other, yet the system will pool all resources for countywide use. A failure at a site will not constitute a system wide collapse.

Subtasks:

Seq #		
1	Shoretel - Response	Response
2	Shoretel - Response	Notify response team
3	Shoretel - Response	Report to site
4	Shoretel - Response	Contact application vendor of issue
5	Shoretel - Response	Participate in damage assessment
6	Shoretel - Response	If at alternate site, route all telephone traffic thru working infrastructure
7	Shoretel - Response	Verify/Test access to equipment and application
8	Shoretel - Response	Assess damage and possiblity of recovery
9	Shoretel - Response	Begin recovery process
10	Shoretel - Response	Obtain backup media from remote site
11	Shoretel - Response	Obtain alternate hardware if necessary
12	Shoretel - Response	Test equipment for readiness and accuracy
13	Shoretel - Response	Test equipment access to network infrastructure
14	Shoretel - Response	Bring application server online

Task ID TSK06
Description SAGE Financial
Task Name This is the countywide financial system application. It hosts the Financial Administration, Human Resources/Payroll and Purchasing modules.

Subtasks:

Seq #		
1	Sage - Response	Response
2	Sage - Response	Notify response team
3	Refer to Auditor's Office Disaster Recovery Plan (Appendix A)	(Appendix A)

Task ID TSK07
Description DataNAS
Task Name Central data file server for the users of the county. All user work documents and application backup data is stored on these servers. Currently there are two of these servers.

Subtasks:

Seq #		
1	DataNAS - Response	Response
2	DataNAS - Response	Notify response team
3	DataNAS - Response	Report to site
4	DataNAS - Response	Contact application vendor of issue
5	DataNAS - Response	Participate in damage assessment
6	DataNAS - Response	Verify/Test access to equipment and application
7	DataNAS - Response	Assess damage and possiblity of recovery
8	DataNAS - Response	Begin recovery process
9	DataNAS - Response	Obtain backup media from remote site
10	DataNAS - Response	Obtain alternate hardware if necessary
11	DataNAS - Response	Test equipment for readiness and accuracy
12	DataNAS - Response	Test equipment access to network infrastructure
13	DataNAS - Response	Bring application server online

Task ID TSK08
Description Web Services
Task Name Countywide web servers and applications.

Subtasks:

Seq #		
1	Web - Response	Response
2	Web - Response	Notify response team
3	Web - Response	Contact application vendor of issue
4	Web - Response	Participate in damage assessment
5	Web - Response	Verify/Test access to equipment and application
6	Web - Response	Assess damage possibility and recovery
7	Web - Response	Begin recovery process
8	Web - Response	Obtain backup media from remote site
9	Web - Response	Obtain alternate hardware if necessary
10	Web - Response	Test equipment for readiness and accuracy
11	Web - Response	Test equipment access to network infrastructure
12	Web - Response	Bring application server online

Task ID TSK09
Description Email Services
Task Name Countywide email services

Subtasks:

Seq #		
1	Email - Response	Response
2	Email - Response	Notify response team
3	Email - Response	Contact application vendor of issue
4	Email - Response	Participate in damage assessment
5	Email - Response	Verify/Test access to equipment and application
6	Email - Response	Assess damage possibility and recovery
7	Email - Response	Begin recovery process
8	EMail - Response	Obtain backup media from remote site
9	Email - Response	Obtain alternate hardware if necessary
10	Email - Response	Test equipment for readiness and accuracy
11	Email - Response	Test equipment access to network infrastructure
12	Email - Response	Bring application server online

Task ID TSK10
Description BAAP
Task Name Budget Request Application is a stand alone client based application.

Subtasks:

Seq #		
1	BAAP - Response	Notify response team
2	BAAP - Response	Begin recovery process
3	BAAP - Response	Obtain backup media from remote site
4	BAAP - Response	Reload data on client
5	BAAP - Response	Test data for accuracy
6	BAAP - Response	Bring application online

Task ID TSK11
Description TAAP
Task Name Time and Attendance Application: Is a countywide application hosted off a central server. This application works in conjunction with the SAGE Financial application. A disruption in the SAGE application will directly affect TAAP.

Subtasks:

Seq #		
1	TAAP - Response	Response
2	TAAP - Response	Notify response team
3	TAAP - Response	Report to site
4	TAAP - Response	Contact application vendor of issue
5	TAAP - Response	Participate in damage assessment
6	TAAP - Response	Verify/Test access to equipment and application
7	TAAP - Response	Assess damage and possibility of recovery
8	TAAP - Response	Begin recovery process
9	TAAP - Response	Obtain backup media from remote site
10	TAAP - Response	Obtain alternate hardware if necessary
11	TAAP - Response	Test equipment for readiness and accuracy
12	TAAP - Response	Test peripheral equipment communication
13	TAAP - Response	Test equipment access to network infrastructure
14	TAAP - Response	Bring application server online

Task ID TSK12
Description Head Start Family Information System (HSFIS)
Task Name is a data collection system used to track all family and child information.

Subtasks:

Seq #		
1	HSFIS - Restoration	Response
2	HSFIS - Response	Notify response team
3	Refer to Head Start Program Disaster Recovery Plan (Appendix B)	(Appendix B)

Task ID TSK13
Description Urban County Finance Program
Task Name Urban County financial system application.

Subtasks:

Seq #		
1	Urban County - Response	Response
2	Urban County - Response	Notify response team
3	Refer to Urban County Disaster Recovery Plan (Appendix C)	(Appendix C)

Task ID TSK14
Description Automated Tax Collection System
Task Name Tax Collection System

Subtasks:

Seq #		
1	Tax - Response	Response
2	Tax - Response	Notify response team
3	Refer to Tax Office Standard Operation Procedure (Appendix D)	(Appendix D)

Task ID	TSK15
Description	Health Dept. Systems
Task Name	Health Department Medical/Client Record System - TWICES System (Client record system) - SDI System (Medical Billing System)

Subtasks:

Seq #		
1	Health - Response	Response
2	Health - Response	Notify response team
3	Refer to Health Department Disaster Recovery Plan (Appendix E)	(Appendix E)

Plan Personnel Contact Directory

Disaster Recovery Plan

6/5/2007

Report Description:
This report lists the numbers and email addresses for each person assigned to this plan organized by person name.

Employees:

Vivian Barrera	*Title*	Technician II
	Work Phone	956-292-7010
	Work Phone Extension	6002
	Work Email	vivian@co.hidalgo.tx.us
	Cell Phone	956-566-9891
	Home Email	viv1372@yahoo.com
Juan Deleon	*Title*	Technician IV
	Work Phone	956-292-7010
	Work Phone Extension	6004
	Work Email	juan@co.hidalgo.tx.us
	Home Phone	956-207-9204
	Pager	956-268-0139
Ruben Flores	*Title*	Admin Asst I
	Work Phone	956-292-7010
	Work Phone Extension	6018
	Work Email	ruben.flores@co.hidalgo.tx.us
	Home Phone	956-605-8175
Carlos Garcia	*Title*	Technician V
	Work Phone	956-292-7010
	Work Phone Extension	6008
	Work Email	charlie@co.hidalgo.tx.us
	Home Phone	956-207-9397
	Pager	956-268-0149
Maria Gonzalez	*Title*	Technician III
	Work Phone	956-292-7010
	Work Phone Extension	6013
	Work Email	maria.gonzalez@co.hidalgo.tx.us
	Cell Phone	956-650-9014
	Home Phone	956-650-9641
	Home Email	mgonz_7@yahoo.com
	Pager	956-286-0160
Charles Graham	*Title*	Application Developer II
	Work Phone	956-292-7010
	Work Phone Extension	6010
	Work Email	charles.graham@co.hidalgo.tx.us
	Cell Phone	956-884-1138
	Pager	956-268-0236
Luis Izaguirre	*Title*	Technician I
	Work Phone	956-292-7010
	Work Phone Extension	6015
	Work Email	luis.izaguirre@co.hidalgo.tx.us
	Cell Phone	956-522-7112
	Home Phone	956-581-1216
	Home Email	lisag_79@hotmail.com
	Pager	956-268-0139

Employees:		
Edna Kirby	*Title*	Technical Assistant
	Work Phone	956-292-7010
	Work Phone Extension	6017
	Work Email	edna.kirby@co.hidalgo.tx.us
Lisette Parker	*Title*	Technical Assistant
	Work Phone	956-292-7010
	Work Phone Extension	6014
	Work Email	lisette.parker@co.hidalgo.tx.us
	Cell Phone	956-222-4988
	Home Email	lisette.parker@msn.com
	Pager	956-268-0144
Cruz Quintana	*Title*	Telecomm Manager
	Work Phone	956-292-7000
	Work Phone Extension	6006
	Work Email	cruz.quintana@co.hidalgo.tx.us
	Cell Phone	956-784-2062
	Home Phone	956-207-9941
	Pager	956-268-0151
Renan Ramirez	*Title*	Chief Information Officer
	Work Phone	956-292-7010
	Work Phone Extension	6011
	Work Email	renan@co.hidalgo.tx.us
	Cell Phone	956-457-0792
	Home Phone	956-289-7444
	Home Email	renanville@yahoo.com
	Pager	956-268-0111
Stan Ramos	*Title*	Technician III
	Work Phone	956-292-7010
	Work Phone Extension	6005
	Work Email	stan.ramos@co.hidalgo.tx.us
	Cell Phone	956-454-5724
	Home Phone	956-383-0577
	Pager	956-268-0038
Oralia Regino	*Title*	Application Developer II
	Work Phone	956-292-7010
	Work Phone Extension	6009
	Work Email	oralia.regino@co.hidalgo.tx.us
	Home Phone	956-618-3909
	Home Email	o_bermudez@yahoo.com
	Pager	956-268-0104
Mike Robledo	*Title*	Info System Admin
	Work Phone	956-292-7010
	Work Phone Extension	6012
	Work Email	mike@co.hidalgo.tx.us
	Pager	956-268-0067

Employees:		
Griselda Salazar	*Title*	Admin Asst II
	Work Phone	956-292-7010
	Work Phone Extension	6001
	Work Email	gris.salazar@co.hidalgo.tx.us
	Cell Phone	956-457-2356
	Home Phone	956-624-5126
	Home Email	grisslzr@yahoo.com
Carlos Trevino	*Title*	Multimedia Coordinator
	Work Phone	956-292-7010
	Work Phone Extension	6019
	Work Email	carlos.trevino@co.hidalgo.tx.us
	Cell Phone	714-809-4800
	Home Email	jcarlost@aol.com
	Pager	956-268-0014
Nazleth Vela	*Title*	Technician II
	Work Phone	956-292-7010
	Work Phone Extension	6007
	Work Email	nazleth.vela@co.hidalgo.tx.us
	Pager	956-268-5591

Customer Reps:		
Hidalgo County Judge		
Juan D. Salinas	*Title*	Hidalgo County Judge
	Work Phone	956-318-2600
	Work Fax	956-318-2699
Commissioner Precinct 1		
Sylvia Handy	*Title*	Commissioner
	Work Phone	956-968-8733
	Work Fax	956-968-1417
Commissioner Precinct 2		
Hector 'Tito' Palacios	*Title*	Commissioner
	Work Phone	956-787-1891
	Work Fax	956-787-4683
Commissioner Precinct 3		
Joe M. Flores	*Title*	Commissioner
	Work Phone	956-585-2375
	Work Fax	956-585-2375
Commissioner Precinct 4		
Oscar Garza Jr.	*Title*	Commissioner
	Work Phone	956-383-3112
	Work Fax	956-381-5905

Customer Reps:

Justice of the Peace - Pct.1		
Gilbert Saenz	*Title*	Judge
	Work Phone	956-447-3995
	Work Fax	956-447-9522
Jesus Morales	*Title*	Judge
	Work Phone	956-447-3995
	Work Fax	956-447-9522
Justice of the Peace - Pct.2		
Bobby Contreras	*Title*	Judge
	Work Phone	956-687-5088
	Work Fax	956-687-4990
Rosa Trevino	*Title*	Judge
	Work Phone	956-687-5088
	Work Fax	956-687-4990
Justice of the Peace - Pct. 3		
Luis Garza	*Title*	Judge
	Work Phone	956-519-8422
	Work Fax	956-519-1796
Ismael Ochoa	*Title*	Judge
	Work Phone	956-519-8422
	Work Fax	956-519-1796
Justice of the Peace - Pct. 4		
Charlie Espinoza	*Title*	Judge
	Work Phone	956-380-4473
	Work Fax	956-380-4029
Mary Alice Palacios	*Title*	Judge
	Work Phone	956-380-4473
	Work Fax	956-380-4029
Justice of the Peace - Pct. 5		
E. Speedy Jackson	*Title*	Judge
	Work Phone	956-262-3300
	Work Fax	956-262-4413
Constable - Pct. 1		
Celestino Avila Jr.	*Title*	Constable
	Work Phone	956-447-3775
	Work Fax	956-447-8614
Constable - Pct. 2		
Gilbert Alaniz	*Title*	Constable
	Work Phone	956-783-4664
	Work Fax	956-783-4664

Customer Reps:		
Constable - Pct. 3		
Lazaro Gallardo Jr.	*Title*	Constable
	Work Phone	956-581-6800
	Work Fax	956-519-4245
Constable - Pct. 4		
Andres 'Andy' Rios	*Title*	Constable
	Work Phone	956-383-8560
	Work Fax	956-383-8565
Constable - Pct. 5		
Eduardo 'Walo' Bazan	*Title*	Constable
	Work Phone	956-262-4200
	Work Fax	956-262-2919
County Court Law 1		
Rodolfo Gonzalez	*Title*	Judge
	Work Phone	956-318-2375
	Work Fax	956-318-2373
County Court Law 2		
Jaime Palacios	*Title*	Judge
	Work Phone	956-318-2380
	Work Fax	956-318-2384
County Court Law 4		
Fred Garza, Jr.	*Title*	Judge
	Work Phone	956-318-2390
	Work Fax	956-318-2396
County Court Law 5		
Arnaldo Cantu	*Title*	Judge
	Work Phone	956-318-2460
	Work Fax	956-318-2463
County Court Law 6		
Albert Garcia	*Title*	Judge
	Work Phone	956-289-7400
Criminal Auxiliary Court A		
Homer Salinas	*Title*	Judge
	Work Phone	956-289-7420
	Work Fax	956-289-7429
Criminal Auxiliary Court B		
Fidencio Guerra	*Title*	Judge
	Work Phone	956-318-2362

Customer Reps:		
Master Court 1		
J.M Ramirez	*Title*	Judge
	Work Phone	956-318-2398
	Work Fax	956-318-2455
Master Court 2		
Maria Socorro Leos	*Title*	Judge
	Work Phone	956-318-2452
	Work Fax	956-318-2454
Child Protective Court		
Ricardo Flores	*Title*	Judge
	Work Phone	956-318-2672
Juvenile Justice Court		
Maxine L. Longoria	*Title*	Judge
	Work Phone	956-381-0744
	Work Fax	956-381-0730
Adult Probation		
Joe Lopez	*Title*	Director
	Work Phone	956-661-4600
	Work Fax	956-661-4700
Auto License		
Arnaldo Morin	*Work Phone*	956-318-2158
	Work Fax	956-318-2191
Boot Camp		
Homer Salinas	*Title*	Judge
	Work Phone	956-380-3311
	Work Fax	956-380-3324
Budget Office		
Valde Guerra	*Title*	Budget Officer
	Work Phone	956-292-7025
	Work Fax	956-292-7034
Building and Grounds		
Daniel Flores	*Title*	Director
	Work Phone	956-318-2646
	Work Fax	956-318-2648
Auditor's Office		
Ray Eufracio	*Title*	County Auditor
	Work Phone	956-318-2511
	Work Fax	956-318-2577

Customer Reps:

County Clerk		
Arturo Guajardo, Jr.	*Title*	County Clerk
	Work Phone	956-318-2100
	Work Fax	956-318-2105
Law Library		
Angie Z. Chapa	*Title*	Law Librarian
	Work Phone	956-318-2155
	Work Fax	956-381-4269
District Clerk		
Laura Hinojosa	*Title*	District Clerk
	Work Phone	956-318-2200
	Work Fax	956-318-2251
Drainage District		
Godfrey Garza, Jr.	*Title*	District Manager
	Work Phone	956-292-7080
	Work Fax	956-292-7089
Elections		
Teresa R. Navarro	*Title*	Elections Administrator
	Work Phone	956-318-2570
	Work Fax	956-318-2569
Fire Department		
Victor Fonseca, Jr.	*Title*	Fire Marshall
	Work Phone	956-318-2656
	Work Fax	956-318-2697
Human Resources/Civil Service		
Esther A. Cortez	*Title*	Director
	Work Phone	956-318-2660
	Work Fax	956-318-2669
Indigent Defense		
Isidro 'Sid' Sepulveda	*Title*	Director
	Work Phone	956-318-2367
	Work Fax	956-318-2893
Urban County		
Diana Serna	*Title*	Executive Director
	Work Phone	956-787-8127
Jaime Ortega	*Title*	Facility Coordinator
	Work Phone	956-787-8127
Maribel Lopez	*Title*	Network Coordinator
	Work Phone	956-787-8127
Nydia Vega	*Title*	Administrative Coordinator
	Work Phone	956-787-8127

Customer Reps:

Tax Office

Armando Barrera	*Title*	Tax Assessor Collector
	Work Phone	956-318-2157
Fernando Cantu	*Title*	Account Reports Specialist
	Work Phone	956-318-2157

Health Department

Eduardo Olivarez	*Title*	Chief Admin. Officer
Rigo Hinojosa		

Vendor Reps:

Total Technologies

John Mathis		
	Title	President
	Work Phone	281-448-7676
	Email	mmurphy@totaltec.com
Lee Warren		
	Work Phone	281-448-7676
Kelly Green		
	Work Phone	281-448-7676

Information Design, Inc.

John Green		
	Work Phone	303 792- 2990
Jim Grimm		
	Work Phone	303-792-2990

Calence

Cathi Whelan		
	Work Phone	512-691-2043

Lava Concepts

Technical Support		
	Work Phone	956-648-9559

County Information Resources Agency - CIRA

Gayle Latham		
	Work Phone	512-478-8753

Tyler Technologies

Dawson Tyler		
	Work Phone	469-585-8361

Vendor Reps:		
IPSwitch Technical Support	*Work Phone*	706-312-3500
Dell Customer Support	*Work Phone*	1800-981-3355
AT&T Customer Service	*Work Phone*	1800-332-4387
Reliant Energy Yesenia Zamarron	*Work Phone*	713-497-3082
Excel Meridian - Technical Support Technical Support	*Work Phone*	1800-995-1014

Report Description:
This report lists all the characteristics of every Application organized by application name.

Budget Application Program

Application Profile

Application ID	APP0000016
Application Name	Budget Application Program
Description	Budget Application Program (BAP)- Budget Preparation
Business Function	Budget Preparation
Application Type	Departmental
Application Owner	Oralia Regino (EMP0000004)
BIA Last Updated	5/14/2007 12:00:00PM

Application Characteristics

Operating System	Window XP
Program Languages	Visual Basic for Applications
Desktop Data Storage	C:\Budget Backup\

Application Configuration

Backup Detail

Application Backup	Daily

Enterprise Recovery Information

Criminal Justice Information System (AbleTerm)

Application Profile

Application ID	APP0000002
Application Name	Criminal Justice Information System (AbleTerm)
Description	County wide application, all main infrastructure and equipment hosted at a central site.
Business Function	Criminal Tracking System
Application Type	Departmental
Application Owner	Vivian Barrera (EMP0000015)

Application Characteristics

Application Configuration

Backup Detail

Application Backup	Nightly - Data Center

Enterprise Recovery Information

DataNAS - 10.1.1.150

Application Profile

Application ID	APP0000019
Application Name	DataNAS - 10.1.1.150
Description	Network storage server for County Clerks.
Business Function	Data Storage
Application Type	Enterprise
Application Owner	Juan Deleon (EMP0000008)
Vendor Org	Tyler Technologies (VND0000007)
BIA Last Updated	5/17/2007 12:00:00PM

Application Characteristics

Operating System	Proprietary
Location	Hidalgo County Courthouse (LOC0000001)
Desktop Data Storage	na
External File Requirements	na

Application Configuration

IP Address/Range	10.1.1.150
Data Sensitivity	Highly Sensitive-Customer

Backup Detail

Application Backup	Daily
Backup Source Code	Nightly - Data Center
Backup Type	Raw Data
Media	Cartridge Tape
Backup Frequency	Daily Incremental, Weekly Full
Schedule	Yes

Enterprise Recovery Information

Internal Vendor	Juan Deleon (EMP0000008)
RPO (Hours)	24.00
RTO (Hours)	24.00

DataNAS - 10.1.1.200

Application Profile

Application ID	APP0000024
Application Name	DataNAS - 10.1.1.200
Description	Network storage server for Hidalgo County
Business Function	Data Storage
Application Type	Enterprise
Application Owner	Stan Ramos (EMP0000005)
Vendor Org	Excel Meridian - Technical Support (VND0000013)
BIA Last Updated	5/14/2007 12:00:00PM

Application Characteristics

Operating System	Proprietary
Location	Hidalgo County Courthouse (LOC0000001)
Desktop Data Storage	na
External File Requirements	na

Application Configuration

License Req's	1CH40915
IP Address/Range	10.1.1.200
Data Sensitivity	Highly Sensitive-Customer

Backup Detail

Backup Available	Yes
Application Backup	Weekly
Backup Source Code	N/A
Backup Type	Raw Data
Media	Data Cartrige
Backup Frequency	Weekly Full
Schedule	Yes
Backup Password	Yes

Enterprise Recovery Information

Internal Vendor	Stan Ramos (EMP0000005)
RPO (Hours)	24.00
RTO (Hours)	24.00

Electrical Grid

Application Profile

Application ID	APP0000021
Application Name	Electrical Grid
Description	Power grid that supplies electricity for county IT distribution facilities.
Application Type	Enterprise
Application Owner	Renan Ramirez (EXEC000001)

Application Characteristics

Application Configuration

Backup Detail

Enterprise Recovery Information

Head Start Family Information System

Application Profile

Application ID	APP0000023
Application Name	Head Start Family Information System
Description	is a data collection system used to track all family and child information
Application Type	Departmental

Application Characteristics

Application Configuration

Backup Detail

Enterprise Recovery Information

IMail - Services

Application Profile

Application ID	APP0000018
Application Name	IMail - Services
Description	Sharing of Calendar
Business Function	Email Services
Application Type	Enterprise
Application Owner	Carlos Garcia (EMP0000007)
Vendor Org	IPSwitch (VND0000008)

Application Characteristics

Operating System	Microsoft Windows 2000 Server
Location	Hidalgo County Administration Bldg. (LOC0000004)
Internet Accessible	Yes
Can Co-Exist	Yes

Application Configuration

License Req's	SL4-0000183154
Protocol Req's	TCP/IP, SMTP, POP
Port Req's	80, 110, 25, 443
IP Address/Range	68.88.107.134, 68.88.107.135
Data Sensitivity	Highly Sensitive-Customer
Min. Client Req's	MS Internet Explorer, Outlook Express, Outlook

Backup Detail

Backup Available	Yes
Backup Type	Raw Data
Media	Disk Drive
Backup Frequency	Other

Enterprise Recovery Information

Internet, PRIs and Special Circuits

Application Profile

Application ID	APP0000020
Application Name	Internet, PRIs and Special Circuits
Description	Communication lines for Network LAN/WAN
Application Type	Enterprise
Application Owner	Renan Ramirez (EXEC000001)

Application Characteristics

Application Configuration

Backup Detail

Enterprise Recovery Information

Network LAN/WAN

Application Profile

Application ID	APP0000015
Application Name	Network LAN/WAN
Description	Countywide network and telecommunication
Business Function	Provide access to network resources.
Application Type	Enterprise
Application Owner	Juan Deleon (EMP0000008)
Vendor Org	Calence (VND0000001)
BIA Last Updated	5/17/2007 12:00:00PM

Application Characteristics

Operating System	Cisco ISO
Program Languages	NA
Location	Hidalgo County Courthouse (LOC0000001)
Desktop Data Storage	NA
External File Requirements	NA

Application Configuration

Protocol Req's	All protocols
Port Req's	10/100 ports
IP Address/Range	10.100.101.1 -10.100.146.254
Known Bottlenecks	Users

Backup Detail

Backup Available	Yes
Backup Password	Yes

Enterprise Recovery Information

External Vendor	Calence (VND0000001)
Internal Vendor	Juan Deleon (EMP0000008)
RPO (Hours)	4.00
RTO (Hours)	4.00

Sage Financial

Application Profile

Application ID	APP0000003
Application Name	Sage Financial
Description	The SAGE system is the county's financial application system.
Business Function	Financial System
Application Type	Departmental
Application Owner	Renan Ramirez (EXEC000001)

Application Characteristics

Application Configuration

Backup Detail

Backup Available	Yes
Application Backup	Nightly - Data Center
Backup Source Code	Nightly - Data Center

Enterprise Recovery Information

External Vendor	Information Design, Inc. (VND0000003)

Time & Attendance Program

Application Profile

Application ID	APP0000014
Application Name	Time & Attendance Program
Description	Hidalgo County's Time and Attendance Program (TAAP)
Business Function	Time and Attendance
Application Type	Departmental
Application Owner	Charles Graham (EMP0000013)
Vendor Org	Lava Concepts (VND0000005)
BIA Last Updated	5/17/2007 12:00:00PM

Application Characteristics

Operating System	Windows 2000
Program Languages	C Sharp
Location	Hidalgo County Administration Bldg. (LOC0000004)
Internet Accessible	Yes
Can Co-Exist	Yes
Desktop Data Storage	40mb
External File Requirements	n/a

Application Configuration

Storage Req's	n/a
License Req's	n/a
Protocol Req's	tcp/ip
Port Req's	80
IP Address/Range	10.100.100.x
Data Sensitivity	Internal Use Only
Min. Client Req's	0
Encryption Req's	0
Third Party Req's	0

Backup Detail

Backup Available	Yes
Application Backup	Nightly - Data Center
Backup Type	Raw Data
Media	Disk Drive
Backup Frequency	Daily Full
Schedule	Yes

Enterprise Recovery Information

External Vendor	Lava Concepts (VND0000005)
Internal Vendor	Charles Graham (EMP0000013)
RPO (Hours)	12.00
RTO (Hours)	24.00

VOIP Telephone System (ShoreTel)

Application Profile

Application ID	APP0000001
Application Name	VOIP Telephone System (ShoreTel)
Description	Converged voice and data network county wide.
Business Function	County wide Telecom System
Application Type	Enterprise
Application Owner	Cruz Quintana (EMP0000009)
Vendor Org	Total Technologies (VND0000002)
BIA Last Updated	4/28/2007 12:00:00PM

Application Characteristics

Operating System	N/A
Program Languages	N/a
Location	Hidalgo County Courthouse (LOC0000001)
Internet Accessible	Yes

Application Configuration

Storage Req's	80 Gigs
Seats/Units	5
License Req's	Main, remotes, sites, phones, auxillary software
Protocol Req's	TCP/IP, UDP
Network Req's	10/100 Prioritized
Port Req's	random
IP Address/Range	10.2.1.2 - 10.2.1.25
Data Sensitivity	Internal Use Only
Known Bottlenecks	Core & WAN
Batch Processing	N/A

Backup Detail

Backup Available	Yes
Application Backup	Weekly
Backup Source Code	N/A
Backup Type	Raw Data
Media	Disk Drive
Backup Frequency	Weekly Full
Automated Backups	Yes
Backup Password	Yes

Enterprise Recovery Information

External Vendor	Total Technologies (VND0000002)
Internal Vendor	Cruz Quintana (EMP0000009)
RPO (Hours)	0.10
Priority Sequence	1

Web - Services

Application Profile

Application ID	APP0000012
Application Name	Web - Services
Description	County Websites & Judicial Search
Business Function	County Wide
Application Type	Departmental
Application Owner	Carlos Garcia (EMP0000007)
Vendor Org	Dell (VND0000009)

Application Characteristics

Operating System	Microsoft Windows 2000 Server
Location	Hidalgo County Administration Bldg. (LOC0000004)
Internet Accessible	Yes
Can Co-Exist	Yes

Application Configuration

Protocol Req's	TCP/IP
Port Req's	80, 443
IP Address/Range	68.88.107.133
Data Sensitivity	Highly Sensitive-Customer
Min. Client Req's	Microsoft Internet Explorer

Backup Detail

Backup Available	Yes
Backup Type	Raw Data
Media	Disk Drive

Enterprise Recovery Information

Report Description:
This report lists all the characteristics of every Location record organized by its geography.

Country: United States
State/Province: Texas
City: Edinburg

Site Name: Administration Bldg Annex (KMart)

Location ID	LOC0000006
Address 1	2802 S. Closner Blvd.
Normal Function	Office Area
Work Area Recovery	✓
Data Center	✓
Ops Center	✓

Core Component/Plan Specific Information

General Plan Segment

Site Name: Hidalgo County Administration Bldg.

Location ID	LOC0000004
Address 1	100 E. Cano 2nd Floor
Normal Function	Office Area
Site Control	Public Access
Data Center	✓

Core Component/Plan Specific Information

General Plan Segment

Site Name: Hidalgo County Courthouse

Location ID	LOC0000001
Address 1	Hidalgo County Courthouse 1st Floor
Address 2	100 N. Closner Blvd.
Main Phone Number	956-292-7010
Room Or Area ID	IT Department
Normal Function	Network Ops Center
Site Control	Public Access
Number of Personnel	16
Site Contact	EXEC000001, Ramirez ,Renan
Work Area Recovery	✓
Command Control Center	✓
Data Center	✓
Non Data Storage	✓
Ops Center	✓
Digital Media Storage	✓
Additional Details	Main Network Ops

Core Component/Plan Specific Information

General Plan Segment

Alternate Site in Plan Details
Disaster Recovery Plan
6/5/2007

Country: United States
State/Province: Texas
City: Mission

Site Name: Commissioner PCT 3

Location ID	LOC0000005
Address 1	724 North Breyfogle Road
Main Phone Number	956-585-4509
Normal Function	Network Ops Center
Site Control	Public Access
Work Area Recovery	✓
Command Control Center	✓
Additional Details	Alternative Location #1

Core Component/Plan Specific Information

General Plan Segment

City: Weslaco

Site Name: Commissioner PCT 1

Location ID	LOC0000003
Address 1	1902 Joe Stephens Ave.
Main Phone Number	956-968-8733
Normal Function	Network Ops Center
Work Area Recovery	✓
Command Control Center	✓
Additional Details	Alternative Site #2

Core Component/Plan Specific Information

General Plan Segment

Report Description:
This report shows how people are organized to execute their plan (e.g.Teams. Positions on Teams, and who's assigned to fill each position, including employees, vendor and customer representatives.)

General Recovery

Network LAN/WAN Support Team

Coordinate the activities required to restore and recover the server systems, utility, application software and data at the Alternate Facility.

Team Leader

Network LAN/WAN Support Team - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

Network LAN/WAN Support Team - Team Leader Alternate

Mike Robledo, Info System Admin

Team Member

Network LAN/WAN Support Team - Team Member

Carlos Garcia, Technician V

Juan Deleon, Technician IV

Cruz Quintana, Telecomm Manager

DataNAS Recovery Team

Central Data File servers for the users of the county

Team Leader

DataNAS - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

DataNAS - Team Leader Alternate

Mike Robledo, Info System Admin

Team Member

DataNAS - Team Member

Stan Ramos, Technician III

Carlos Garcia, Technician V

Criminal Justice Recovery Team

Criminal Justice System (AbleTerm)

Team Lead

Criminal Justice Recovery - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

Criminal Justice Recovery - Team Leader Alternate

Mike Robledo, Info System Admin

Team Member

Criminal Justice Recovery - Team Member

Vivian Barrera, Technician II

Sage Financial

County wide financial system application

Sage Financial

County wide financial system application

Team Leader
Sage Financial - Team Leader
Renan Ramirez, Chief Information Officer

Team Leader - Alt
Sage Financial - Team Leader Alternate
Charles Graham, Application Developer II

VOIP Telephone System (ShoreTel)

County wide telephone system, this system is designed in a modular architecture

Team Leader
Shoretel Recovery - Team Leader
Renan Ramirez, Chief Information Officer

Team Leader - Alt
Shoretel Recovery - Team Leader Alternate
Stan Ramos, Technician III

Team Member
Shoretel Recovery - Team Member
Juan Deleon, Technician IV
Charles Graham, Application Developer II

TAAP

Time Attendance Application Program

Team Leader
TAAP - Team Leader
Renan Ramirez, Chief Information Officer

Team Leader - Alt
TAAP - Team Leader Alternate
Mike Robledo, Info System Admin

Team Member
TAAP - Team Member
Oralia Regino, Application Developer II
Charles Graham, Application Developer II

BAP

Budget Application Program

Team Leader
BAP - Team Leader
Renan Ramirez, Chief Information Officer

Team Leader - Alt
BAP - Team Leader Alternate
Mike Robledo, Info System Admin

BAP

Budget Application Program

Team Member

BAP - Team Member

Oralia Regino, Application Developer II

Charles Graham, Application Developer II

IMail - Services

County wide email services

Team Leader

Email - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

Email - Team Leader Alternate

Carlos Garcia, Technician V

Web Services

County wide web servers and applications

Team Leader

Web Services - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

Web Services - Team Leader Alternate

Carlos Garcia, Technician V

Internet, PRIs and Special Circuits

Communication lines for Network LAN/WAN

Team Leader

Internet, PRI - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

Internet, PRI - Team Leader Alternate

Carlos Garcia, Technician V

Team Member

Internet, PRI - Team Member

Juan Deleon, Technician IV

Cruz Quintana, Telecomm Manager

Electrical Grid

Power Failure

Team Leader

Electrical Grid - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

Electrical Grid - Team Leader Alternate

Daniel Flores, Building and Grounds

Electrical Grid

Power Failure

Team Member
Electrical Grid - Team Member
Carlos Garcia, Technician V

Urban County Finance Program

Finance system

Team Leader - Alt
Urban County - Facility Coordinator
Jaime Ortega, Urban County

Team Leader
Urban County - Recovery Manager
Diana Serna, Urban County

Team Member
Urban County - Network Coordinator
Maribel Lopez, Urban County

Team Administrator
Urban County - Administrative Coordinator
Nydia Vega, Urban County

Automated Tax Collection System

Tax Collection System

Team Leader
Tax - Team Leader
Armando Barrera, Tax Office

Team Leader - Alt
Tax - Team Leader Alternate
Fernando Cantu, Tax Office

Health Dept. Systems

Health Dept. Client/Medical Records System

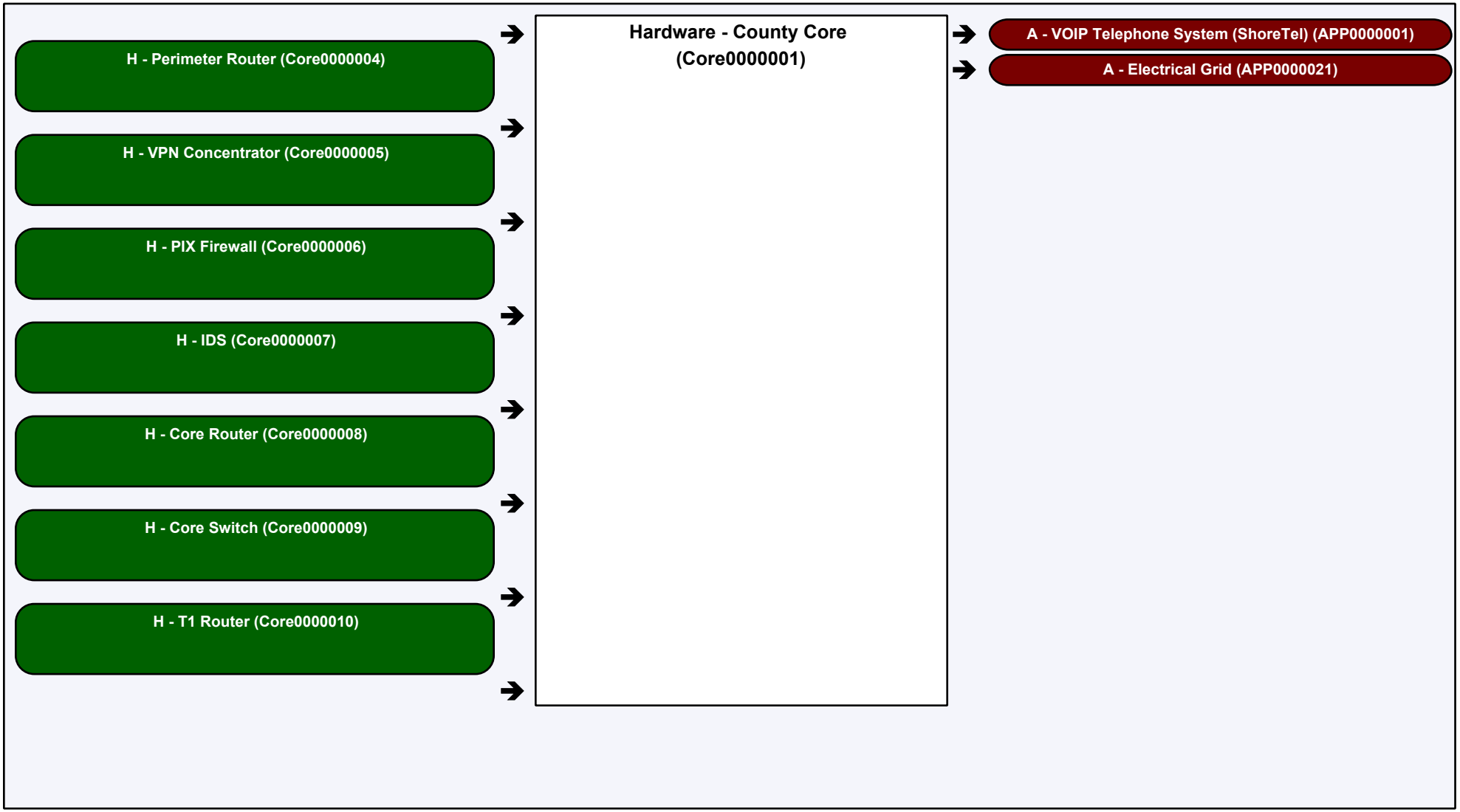
Team Leader
Health - Team Leader
Eduardo Olivarez, Health Department

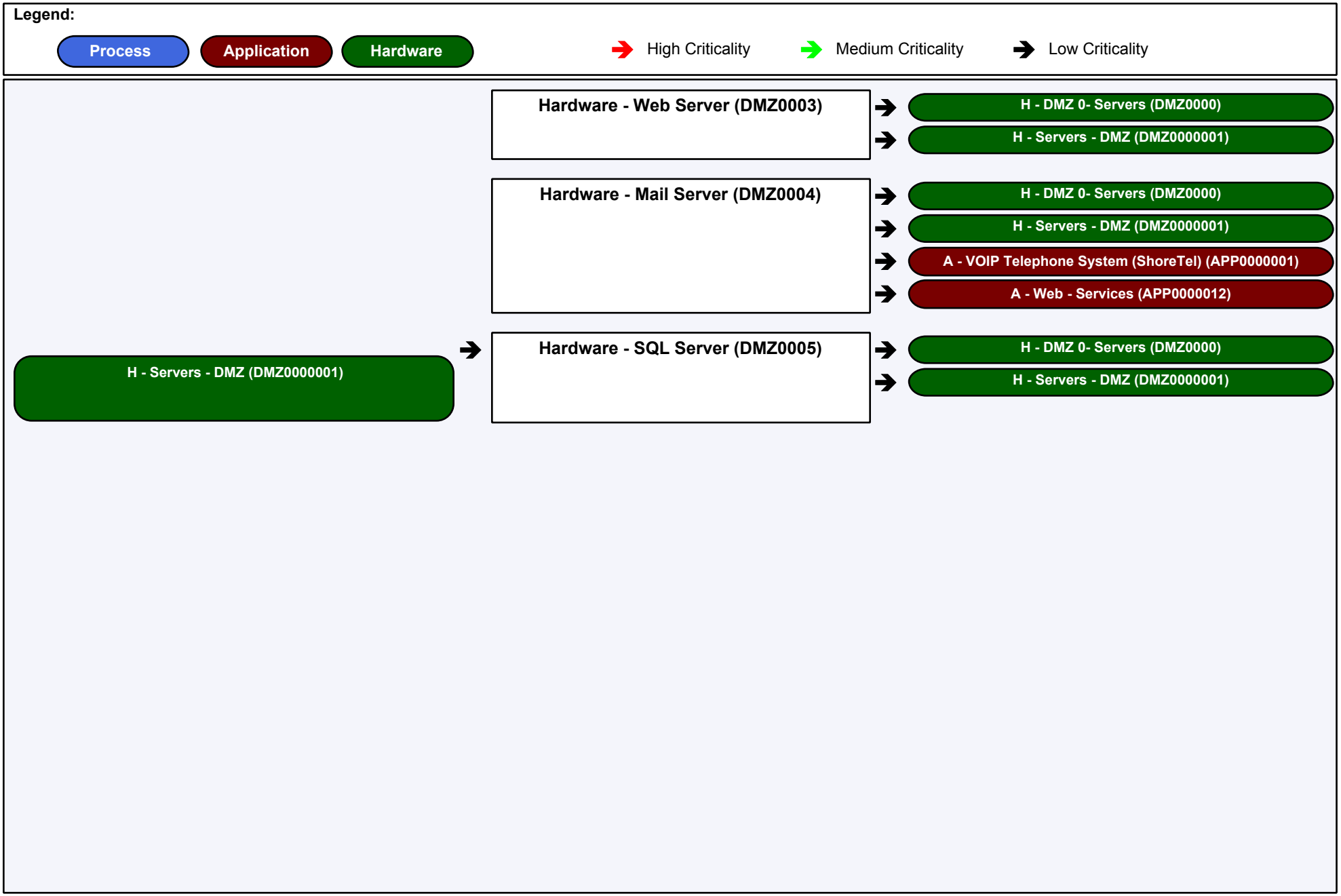
Team Leader Alt
Health - Team Leader Alternate
Rigo Hinojosa, Health Department

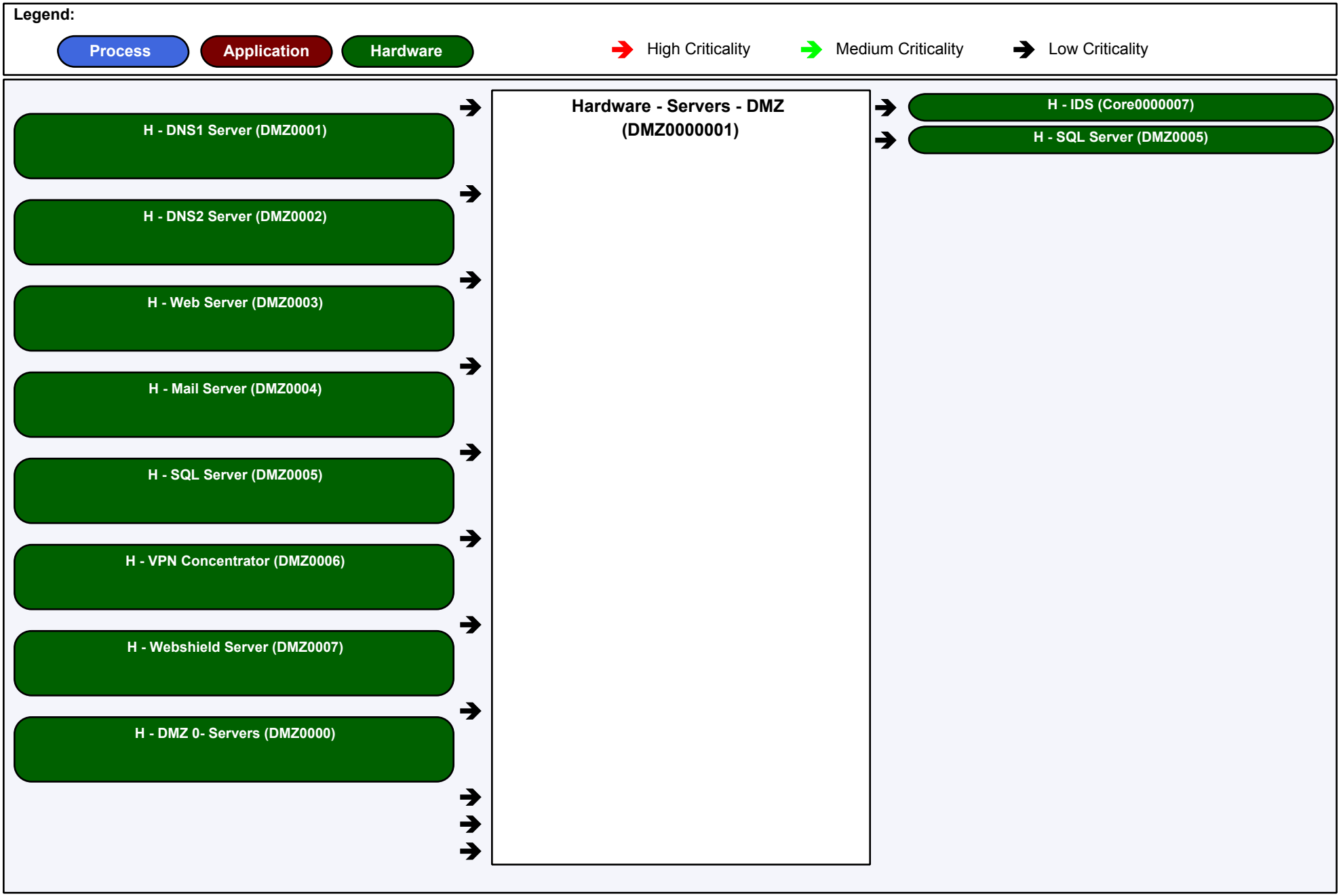
Report Description:
This report graphically depicts core components with up and downstream interdependencies.

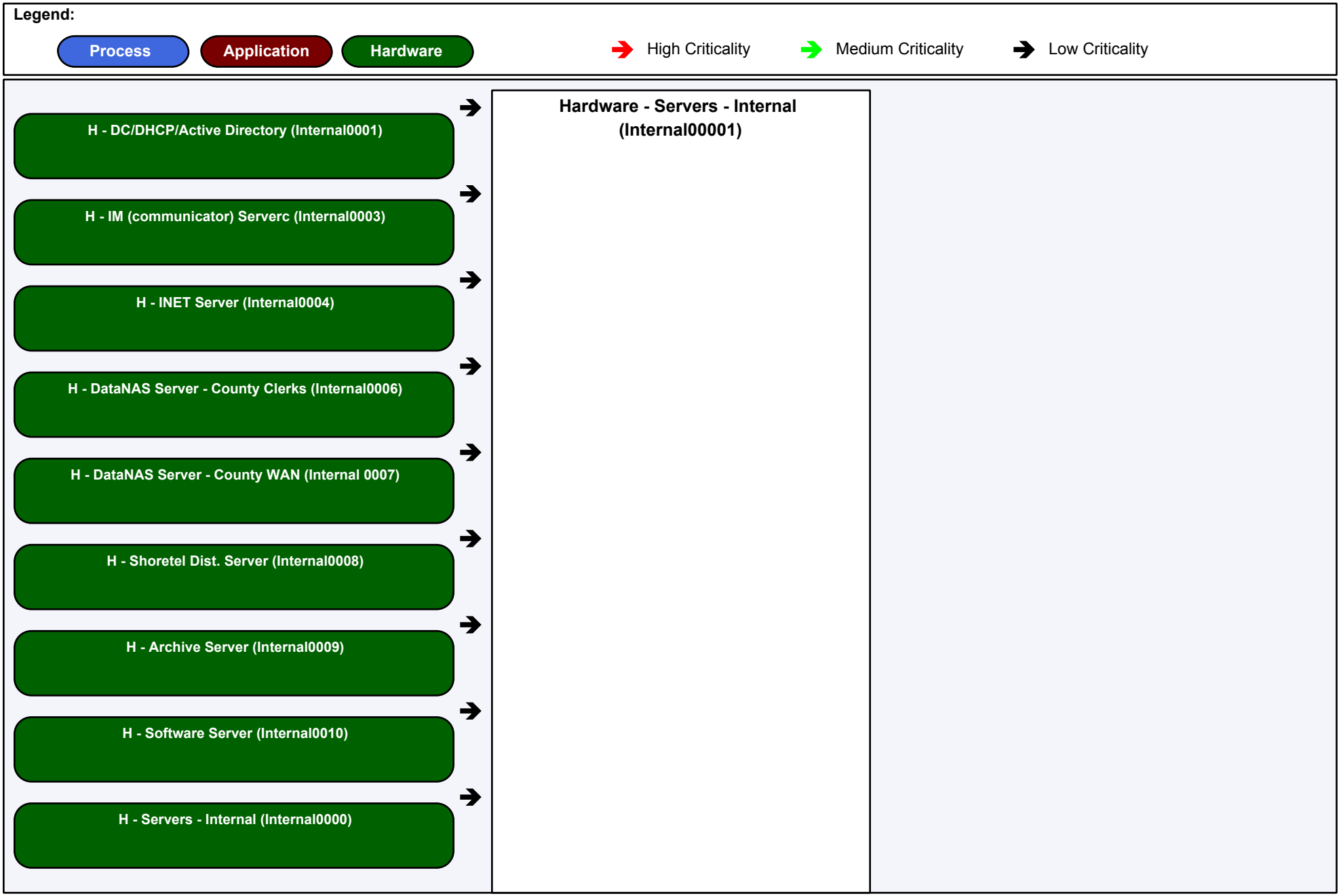
Legend:

Process | Application | Hardware | High Criticality | Medium Criticality | Low Criticality




Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
Hardware - Web Server (DMZ0003)
H - DMZ 0- Servers (DMZ0000)
H - Servers - DMZ (DMZ0000001)
Hardware - Mail Server (DMZ0004)
H - DMZ 0- Servers (DMZ0000)
H - Servers - DMZ (DMZ0000001)
A - VOIP Telephone System (ShoreTel) (APP0000001)
A - Web - Services (APP0000012)
H - Servers - DMZ (DMZ0000001)
Hardware - SQL Server (DMZ0005)
H - DMZ 0- Servers (DMZ0000)
H - Servers - DMZ (DMZ0000001)


Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - DNS1 Server (DMZ0001)
H - DNS2 Server (DMZ0002)
H - Web Server (DMZ0003)
H - Mail Server (DMZ0004)
H - SQL Server (DMZ0005)
H - VPN Concentrator (DMZ0006)
H - Webshield Server (DMZ0007)
H - DMZ 0- Servers (DMZ0000)
Hardware - Servers - DMZ
(DMZ0000001)
H - IDS (Core0000007)
H - SQL Server (DMZ0005)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Application
Hardware
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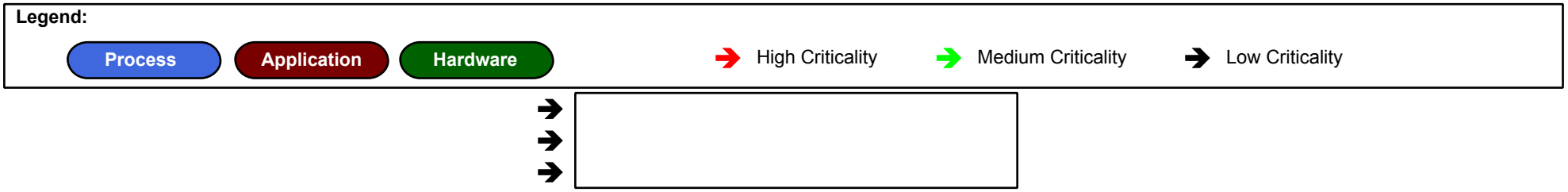
Medium Criticality
Low Criticality
H - DC/DHCP/Active Directory (Internal0001)
H - IM (communicator) Serverc (Internal0003)
H - INET Server (Internal0004)
H - DataNAS Server - County Clerks (Internal0006)
H - DataNAS Server - County WAN (Internal 0007)
H - Shoretel Dist. Server (Internal0008)
H - Archive Server (Internal0009)
H - Software Server (Internal0010)
H - Servers - Internal (Internal0000)
Hardware - Servers - Internal (Internal00001)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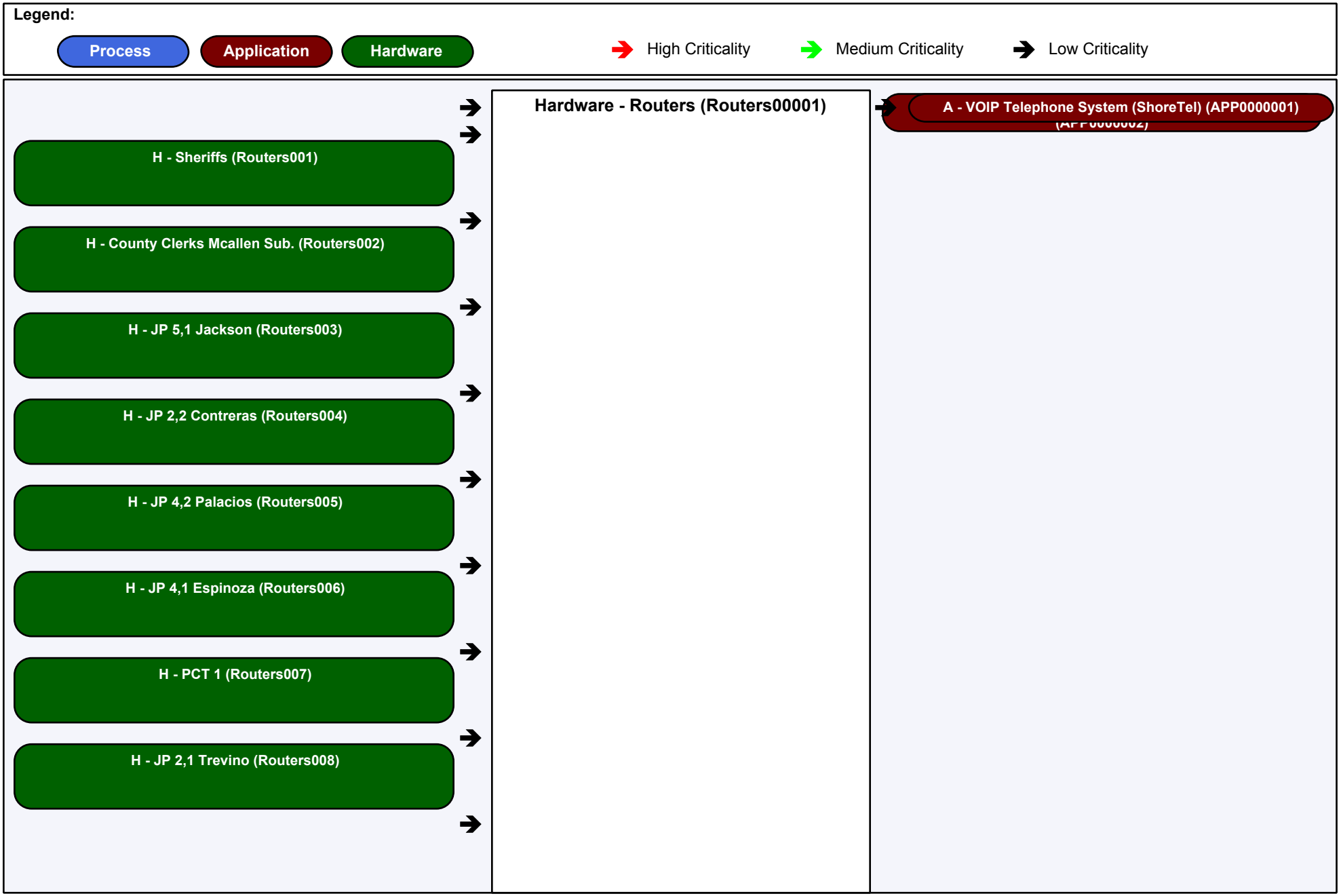
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Low Criticality
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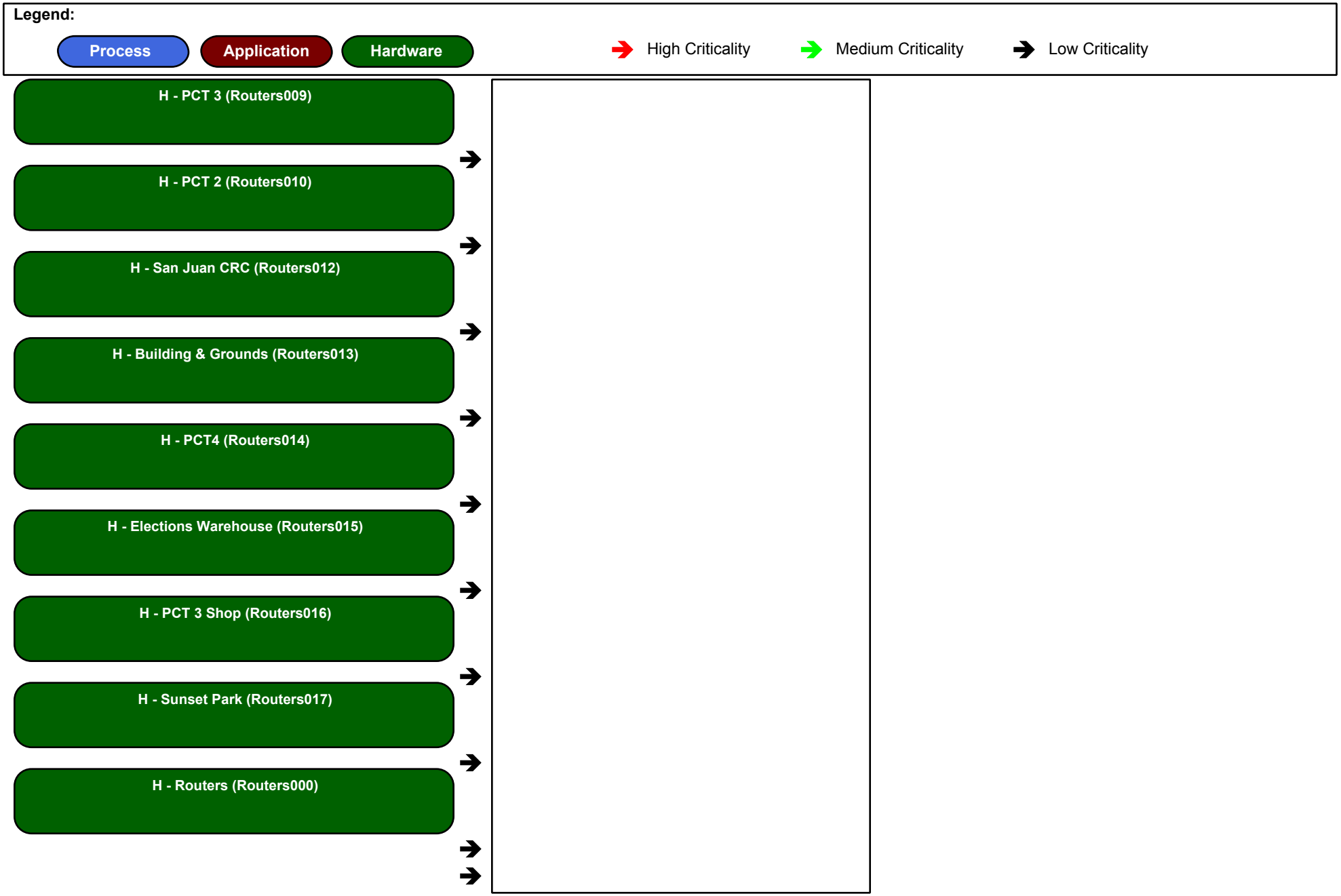
H - JP 5,1 Jackson (Routers003)
H - JP 2,2 Contreras (Routers004)
H - JP 4,2 Palacios (Routers005)
H - JP 4,1 Espinoza (Routers006)
H - PCT 1 (Routers007)
H - JP 2,1 Trevino (Routers008)
Hardware - Routers (Routers00001)
A - VOIP Telephone System (ShoreTel) (APP0000001)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Application
Hardware
High Criticality
Medium Criticality
Low Criticality
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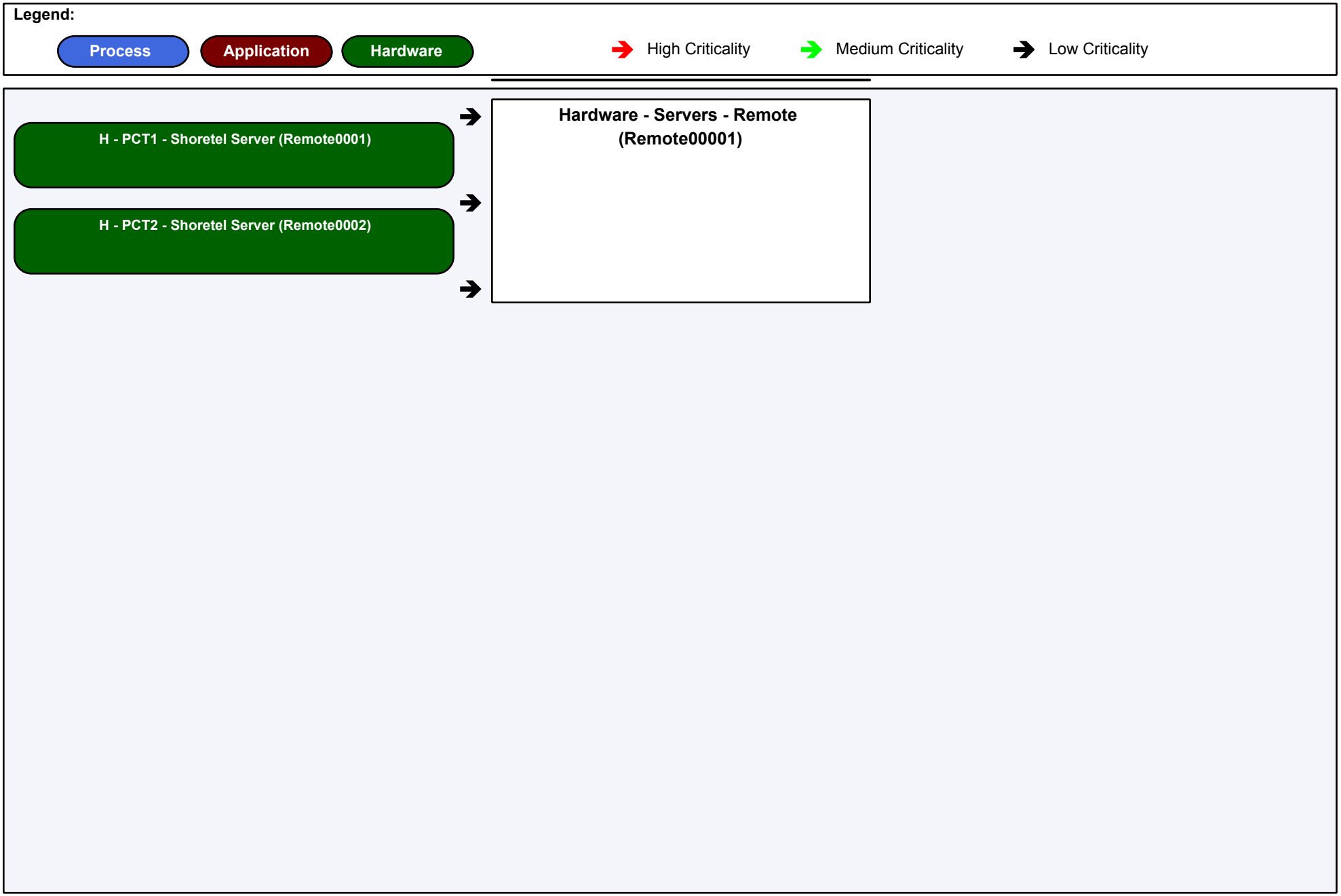
H - PCT 2 (Routers010)
H - San Juan CRC (Routers012)
H - Building & Grounds (Routers013)
H - PCT4 (Routers014)
H - Elections Warehouse (Routers015)
H - PCT 3 Shop (Routers016)
H - Sunset Park (Routers017)
H - Routers (Routers000)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Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
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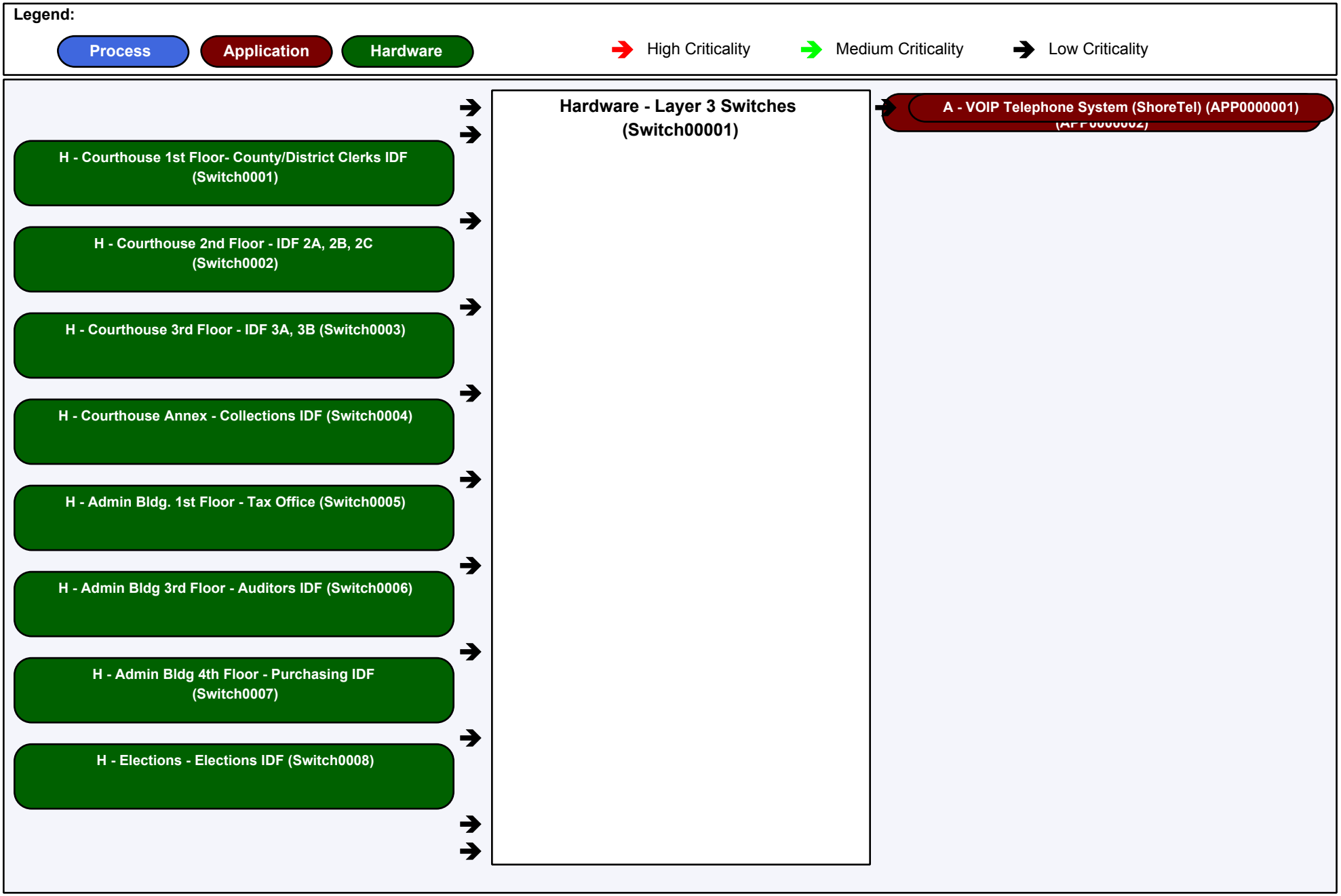
Hardware - Servers - Remote
(Remote00001)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Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
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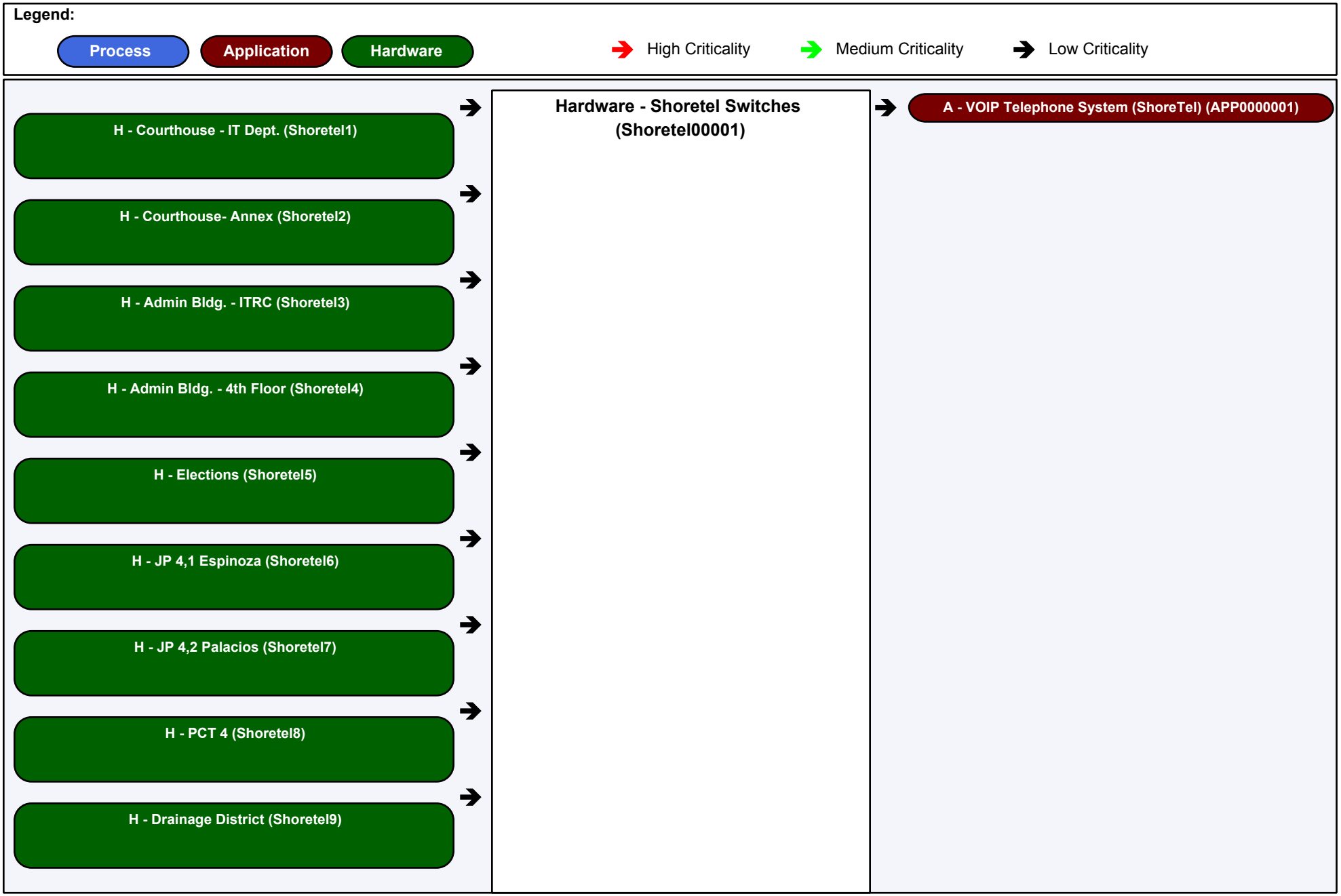
H - Courthouse 3rd Floor - IDF 3A, 3B (Switch0003)
H - Courthouse Annex - Collections IDF (Switch0004)
H - Admin Bldg. 1st Floor - Tax Office (Switch0005)
H - Admin Bldg 3rd Floor - Auditors IDF (Switch0006)
H - Admin Bldg 4th Floor - Purchasing IDF (Switch0007)
H - Elections - Elections IDF (Switch0008)
Hardware - Layer 3 Switches (Switch00001)
A - VOIP Telephone System (ShoreTel) (APP0000001)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Application
Hardware
High Criticality
Medium Criticality
Low Criticality
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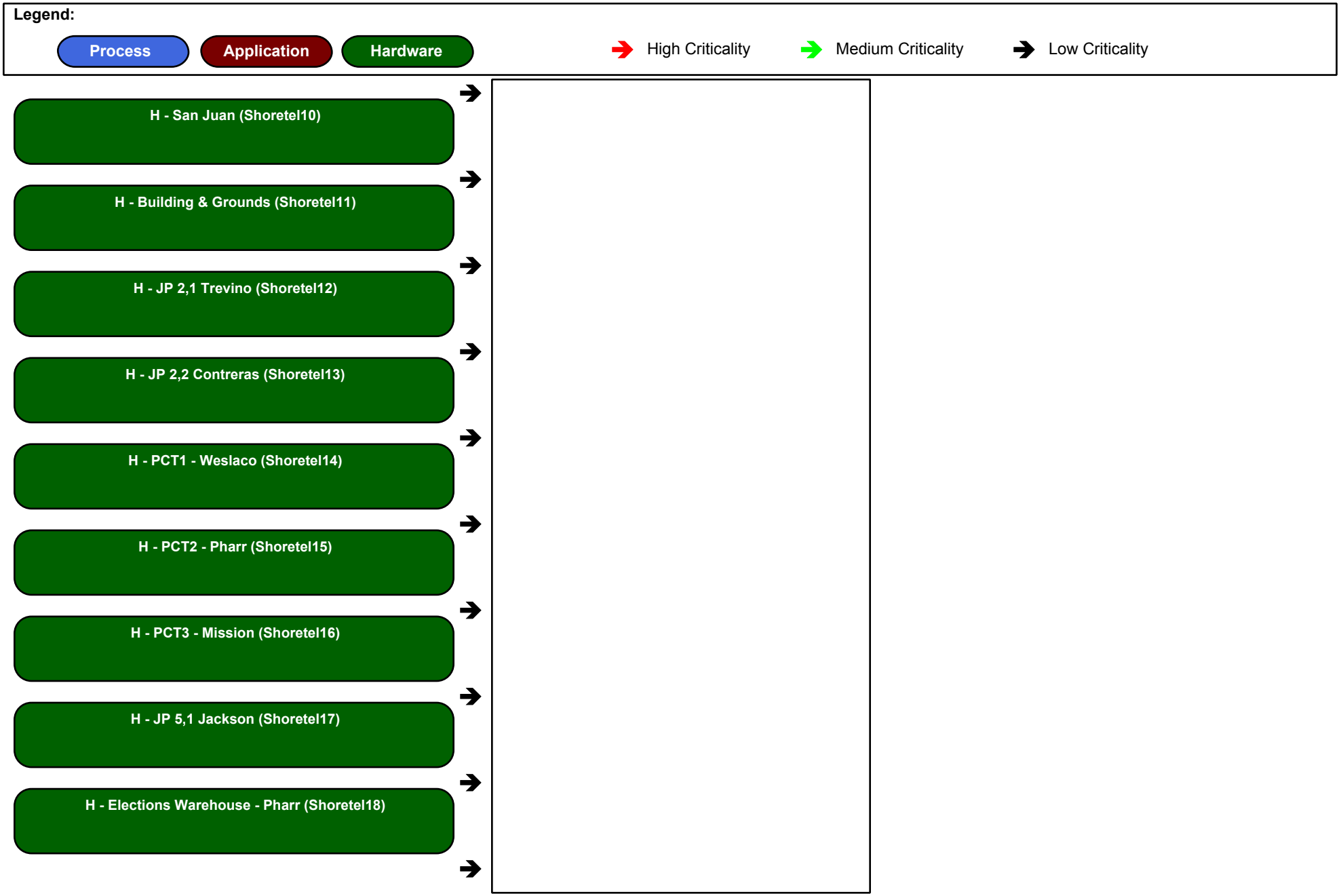
H - Admin Bldg. - 4th Floor (Shoretel4)
H - Elections (Shoretel5)
H - JP 4,1 Espinoza (Shoretel6)
H - JP 4,2 Palacios (Shoretel7)
H - PCT 4 (Shoretel8)
H - Drainage District (Shoretel9)
Hardware - Shoretel Switches (Shoretel00001)
A - VOIP Telephone System (ShoreTel) (APP0000001)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Application
Hardware
High Criticality
Medium Criticality
Low Criticality
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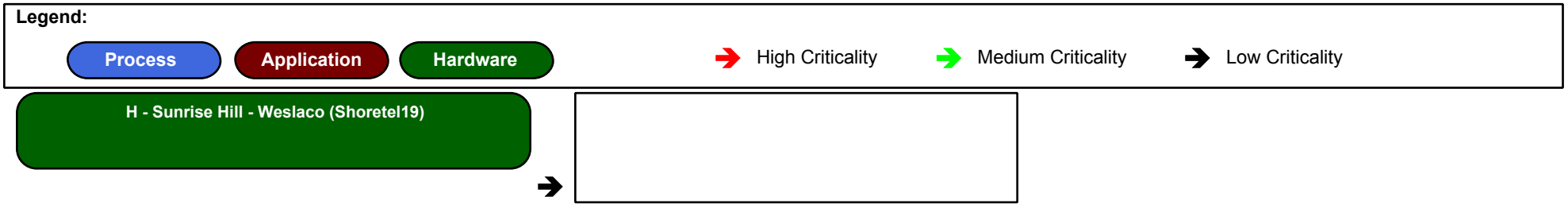
H - Building & Grounds (Shoretel11)
H - JP 2,1 Trevino (Shoretel12)
H - JP 2,2 Contreras (Shoretel13)
H - PCT1 - Weslaco (Shoretel14)
H - PCT2 - Pharr (Shoretel15)
H - PCT3 - Mission (Shoretel16)
H - JP 5,1 Jackson (Shoretel17)
H - Elections Warehouse - Pharr (Shoretel18)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Application
Hardware
High Criticality
Medium Criticality
Low Criticality
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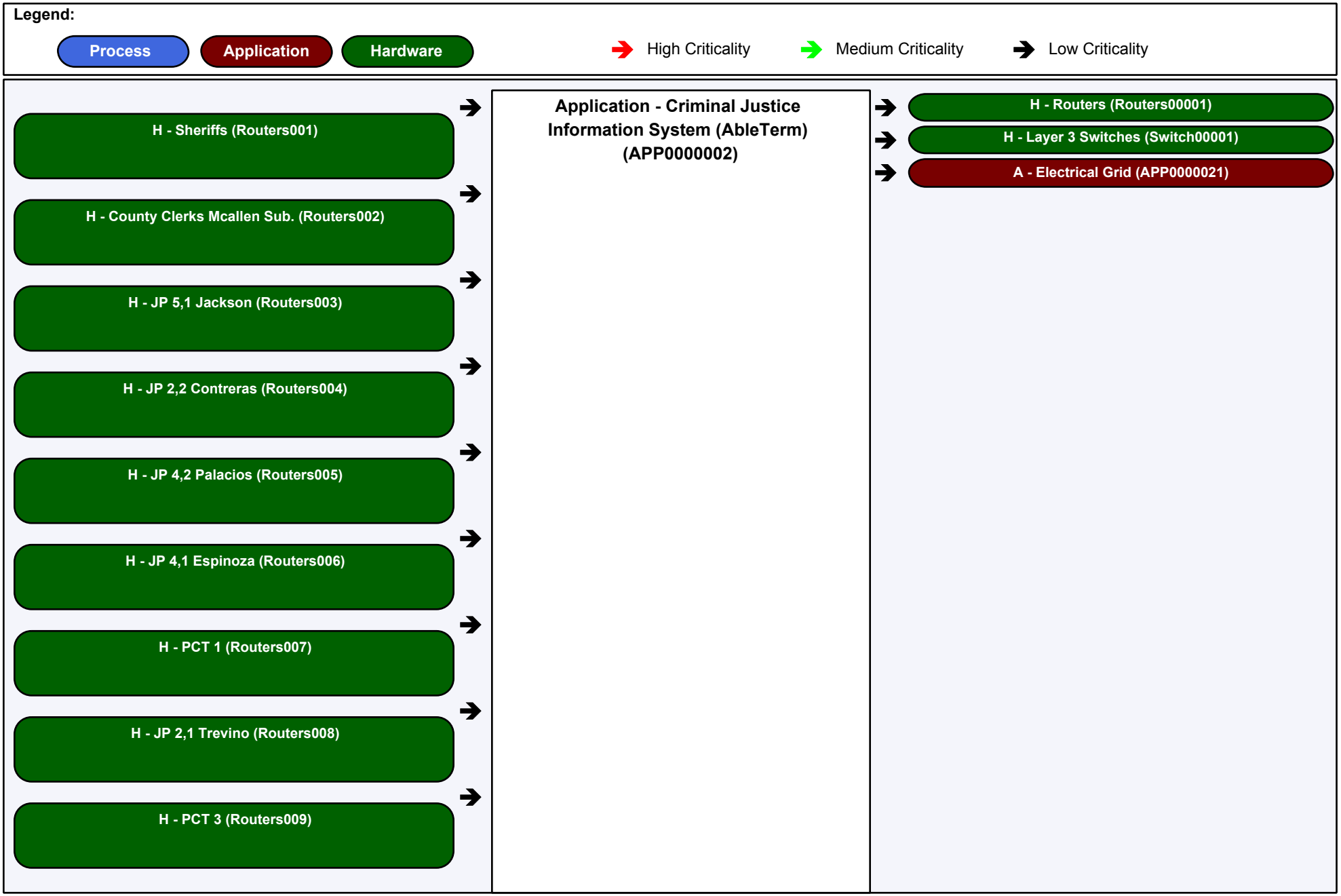
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Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
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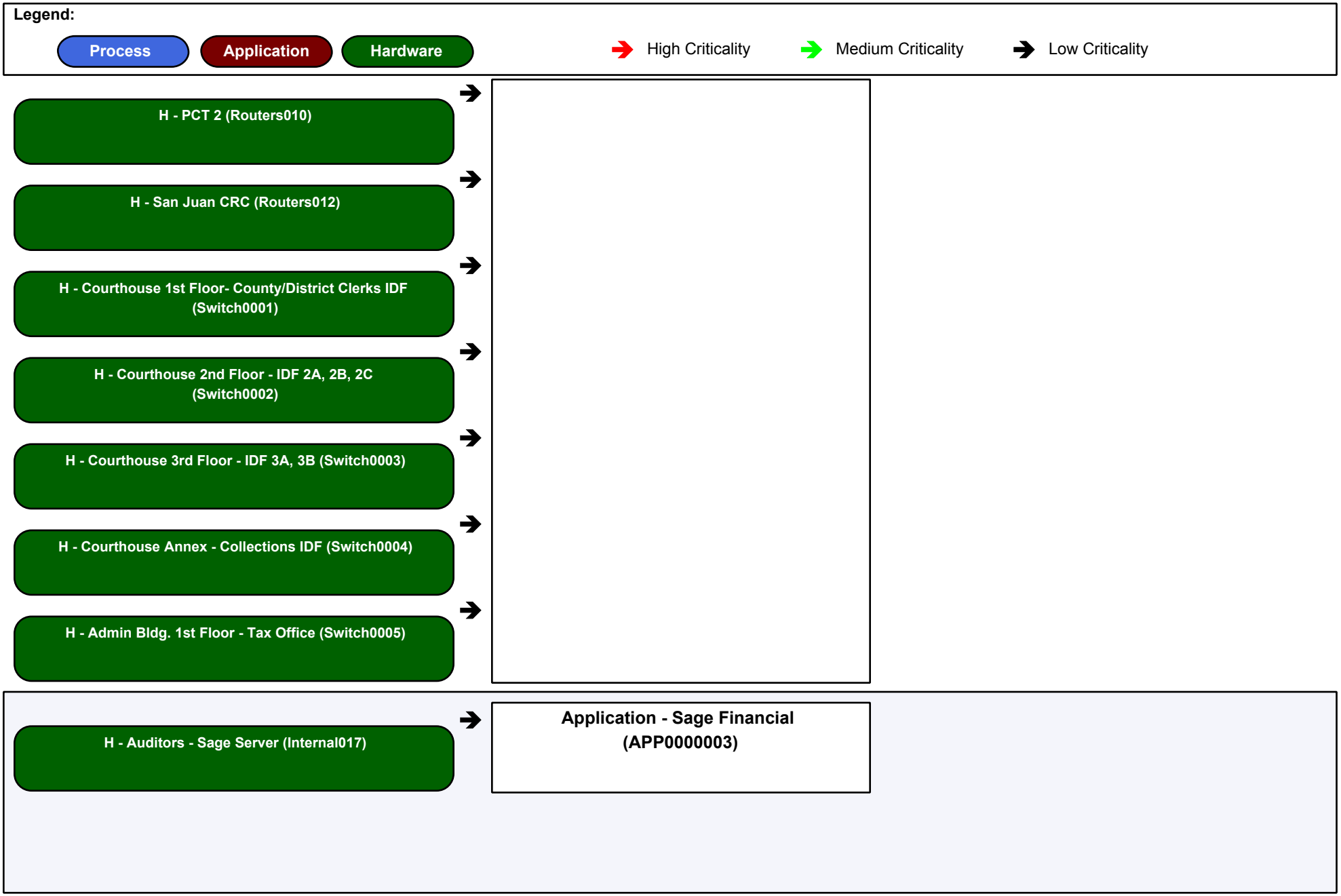
H - County Clerks Mcallen Sub. (Routers002)
H - JP 5,1 Jackson (Routers003)
H - JP 2,2 Contreras (Routers004)
H - JP 4,2 Palacios (Routers005)
H - JP 4,1 Espinoza (Routers006)
H - PCT 1 (Routers007)
H - JP 2,1 Trevino (Routers008)
H - PCT 3 (Routers009)
Application - Criminal Justice Information System (AbleTerm) (APP0000002)
H - Routers (Routers00001)
H - Layer 3 Switches (Switch00001)
A - Electrical Grid (APP0000021)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Application
Hardware
High Criticality
Medium Criticality
Low Criticality
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H - San Juan CRC (Routers012)
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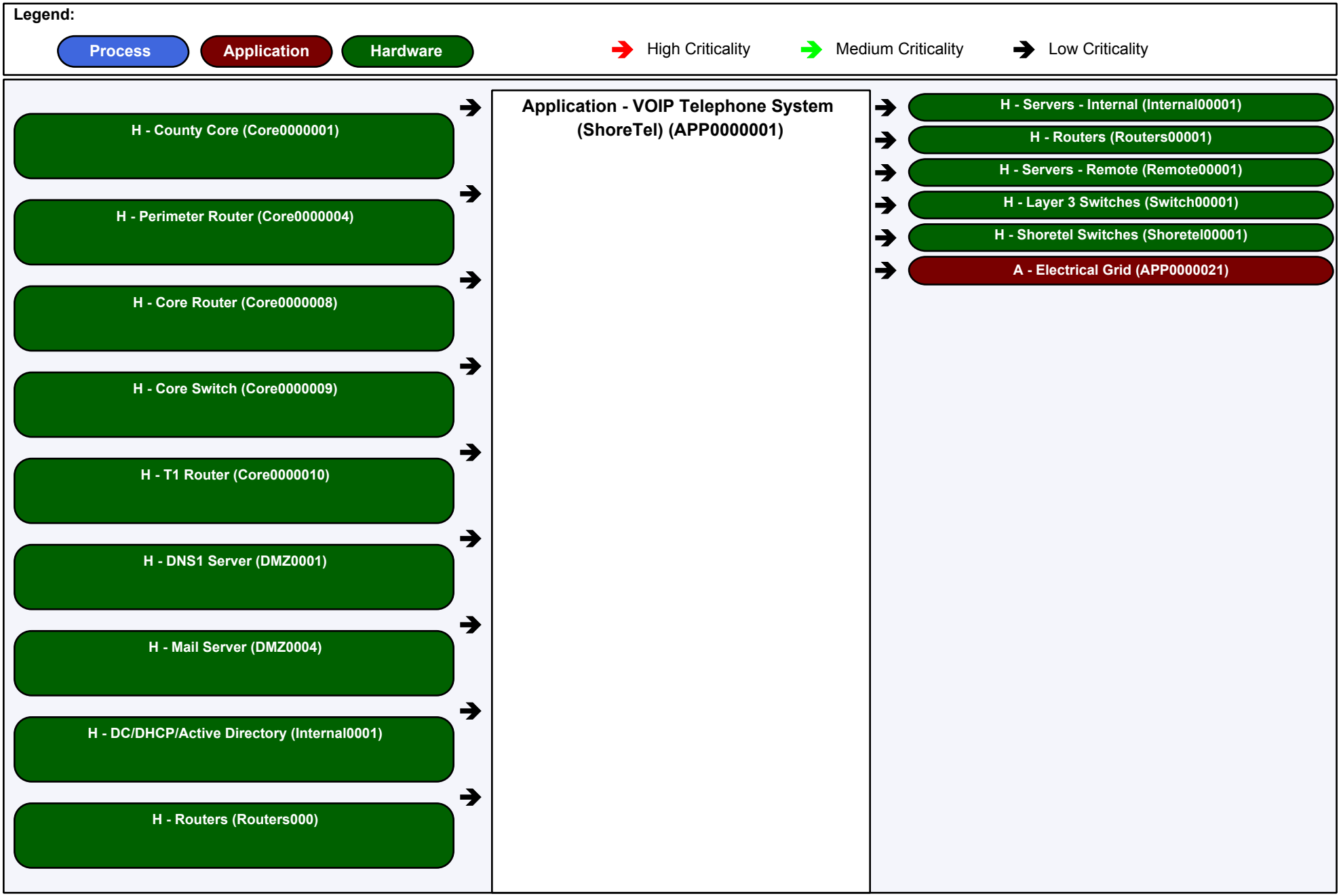
H - Courthouse 2nd Floor - IDF 2A, 2B, 2C (Switch0002)
H - Courthouse 3rd Floor - IDF 3A, 3B (Switch0003)
H - Courthouse Annex - Collections IDF (Switch0004)
H - Admin Bldg. 1st Floor - Tax Office (Switch0005)
H - Auditors - Sage Server (Internal017)
Application - Sage Financial (APP0000003)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Process
Application
Hardware
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Medium Criticality
Low Criticality
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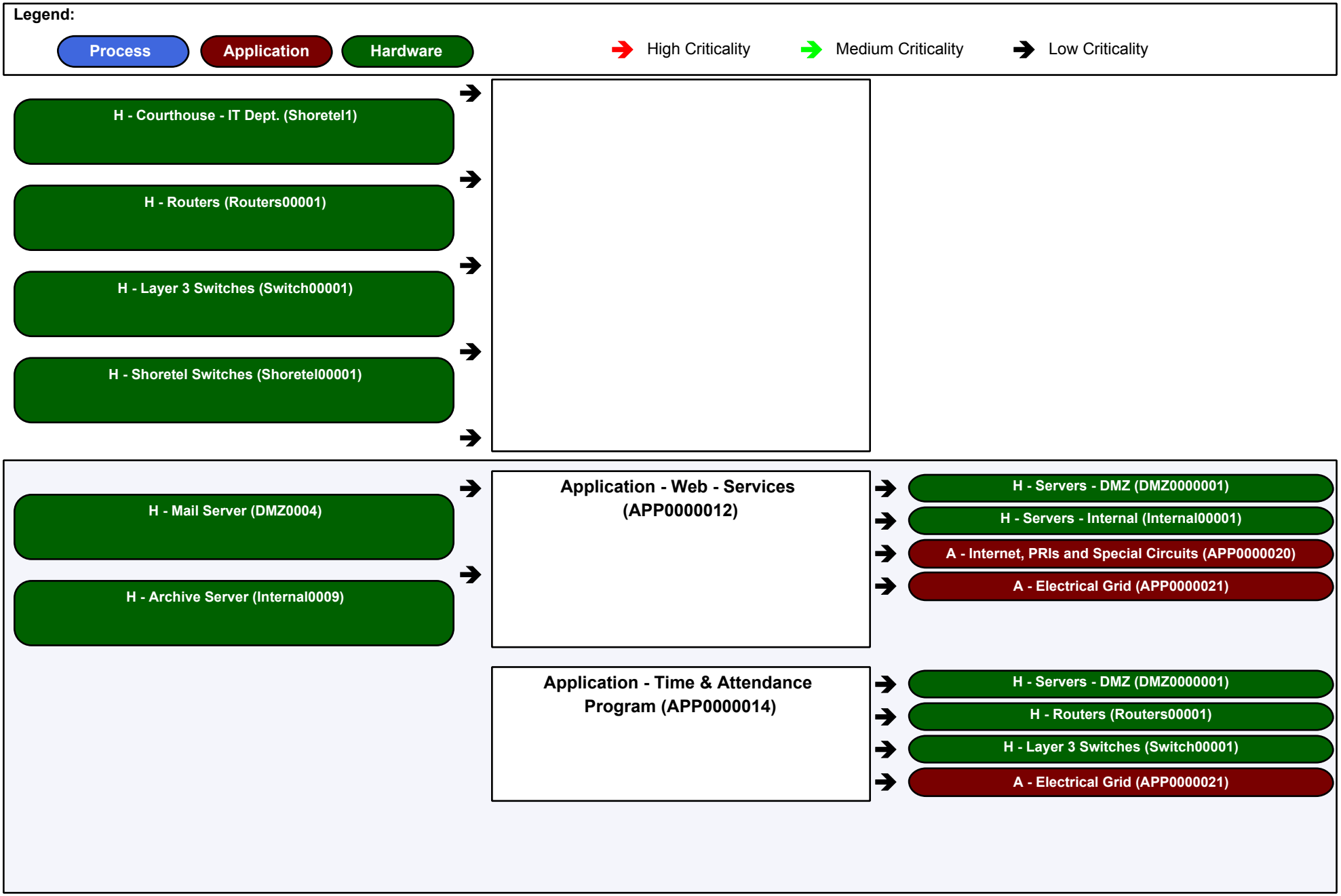
H - Core Switch (Core0000009)
H - T1 Router (Core0000010)
H - DNS1 Server (DMZ0001)
H - Mail Server (DMZ0004)
H - DC/DHCP/Active Directory (Internal0001)
H - Routers (Routers000)
Application - VOIP Telephone System (ShoreTel) (APP0000001)
H - Servers - Internal (Internal00001)
H - Routers (Routers00001)
H - Servers - Remote (Remote00001)
H - Layer 3 Switches (Switch00001)
H - Shoretel Switches (Shoretel00001)
A - Electrical Grid (APP0000021)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Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
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H - Layer 3 Switches (Switch00001)
H - Shoretel Switches (Shoretel00001)
H - Mail Server (DMZ0004)
H - Archive Server (Internal0009)
Application - Web - Services (APP0000012)
H - Servers - DMZ (DMZ0000001)
H - Servers - Internal (Internal00001)
A - Internet, PRIs and Special Circuits (APP0000020)
A - Electrical Grid (APP0000021)
Application - Time & Attendance Program (APP0000014)
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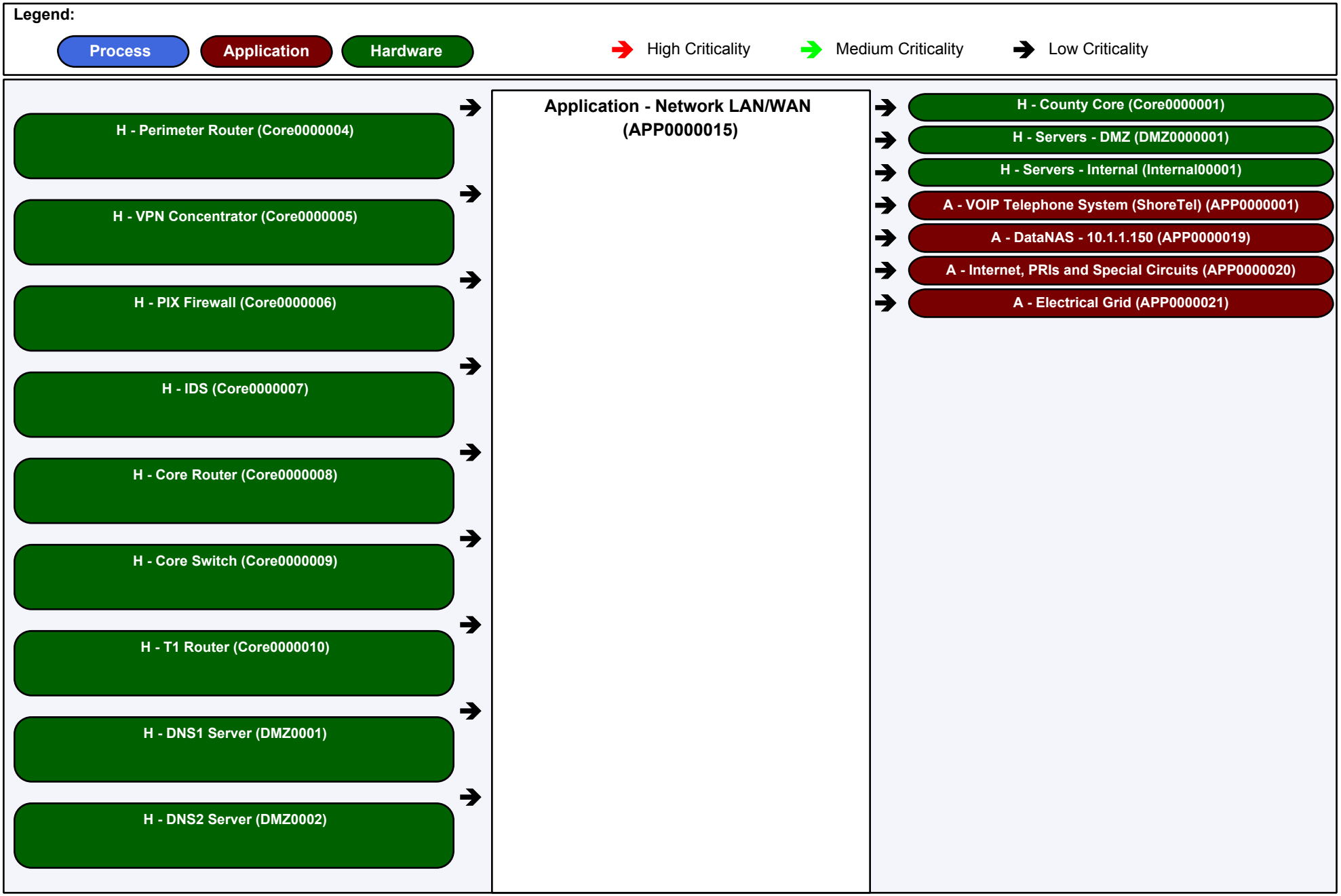
H - Layer 3 Switches (Switch00001)
A - Electrical Grid (APP0000021)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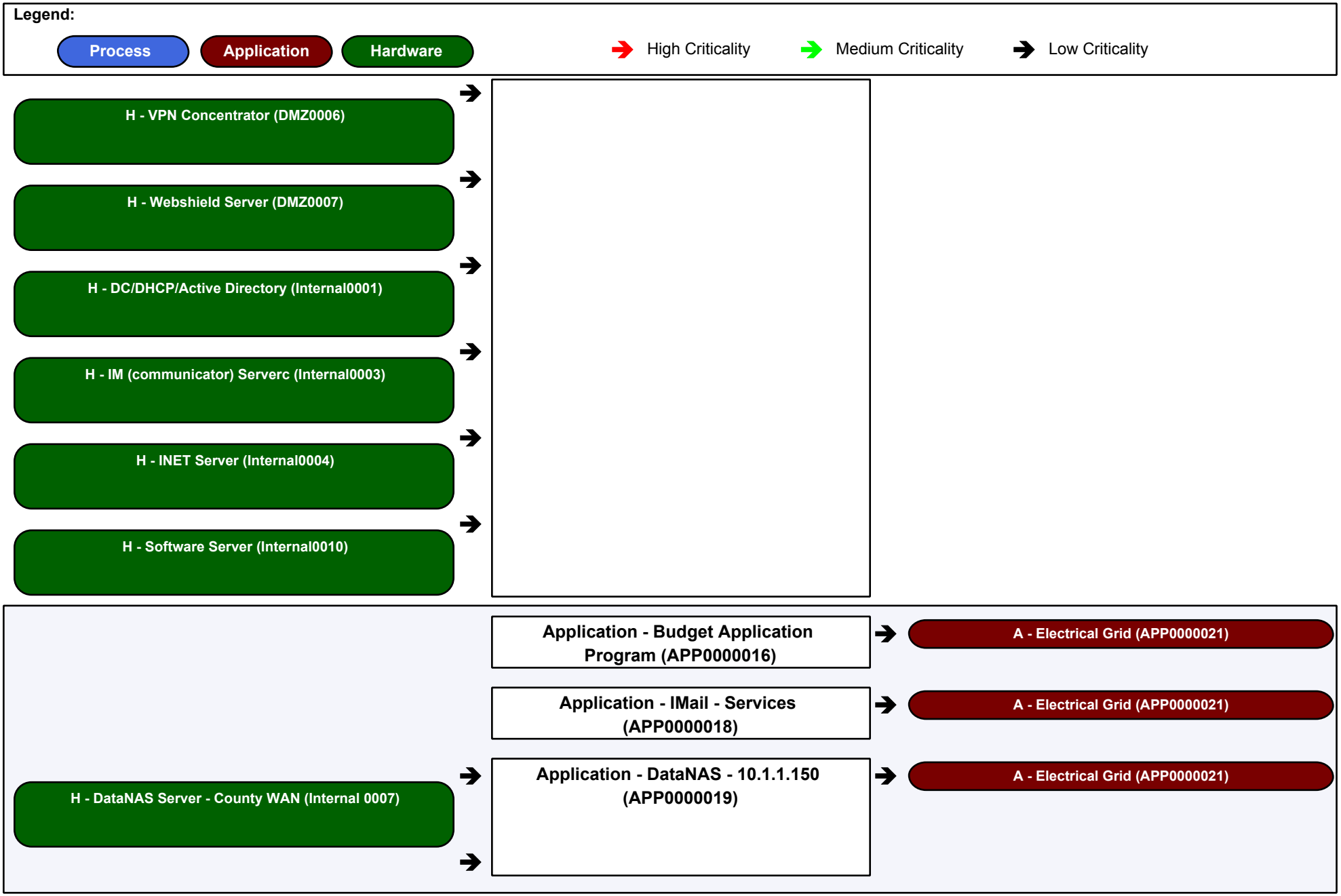
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - Perimeter Router (Core0000004)
H - VPN Concentrator (Core0000005)
H - PIX Firewall (Core0000006)
H - IDS (Core0000007)
H - Core Router (Core0000008)
H - Core Switch (Core0000009)
H - T1 Router (Core0000010)
H - DNS1 Server (DMZ0001)
H - DNS2 Server (DMZ0002)
Application - Network LAN/WAN (APP0000015)
H - County Core (Core0000001)
H - Servers - DMZ (DMZ0000001)
H - Servers - Internal (Internal00001)
A - VOIP Telephone System (ShoreTel) (APP0000001)
A - DataNAS - 10.1.1.150 (APP0000019)
A - Internet, PRIs and Special Circuits (APP0000020)
A - Electrical Grid (APP0000021)


Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - VPN Concentrator (DMZ0006)
H - Webshield Server (DMZ0007)
H - DC/DHCP/Active Directory (Internal0001)
H - IM (communicator) Serverc (Internal0003)
H - INET Server (Internal0004)
H - Software Server (Internal0010)
H - DataNAS Server - County WAN (Internal 0007)
Application - Budget Application Program (APP0000016)
Application - IMail - Services (APP0000018)
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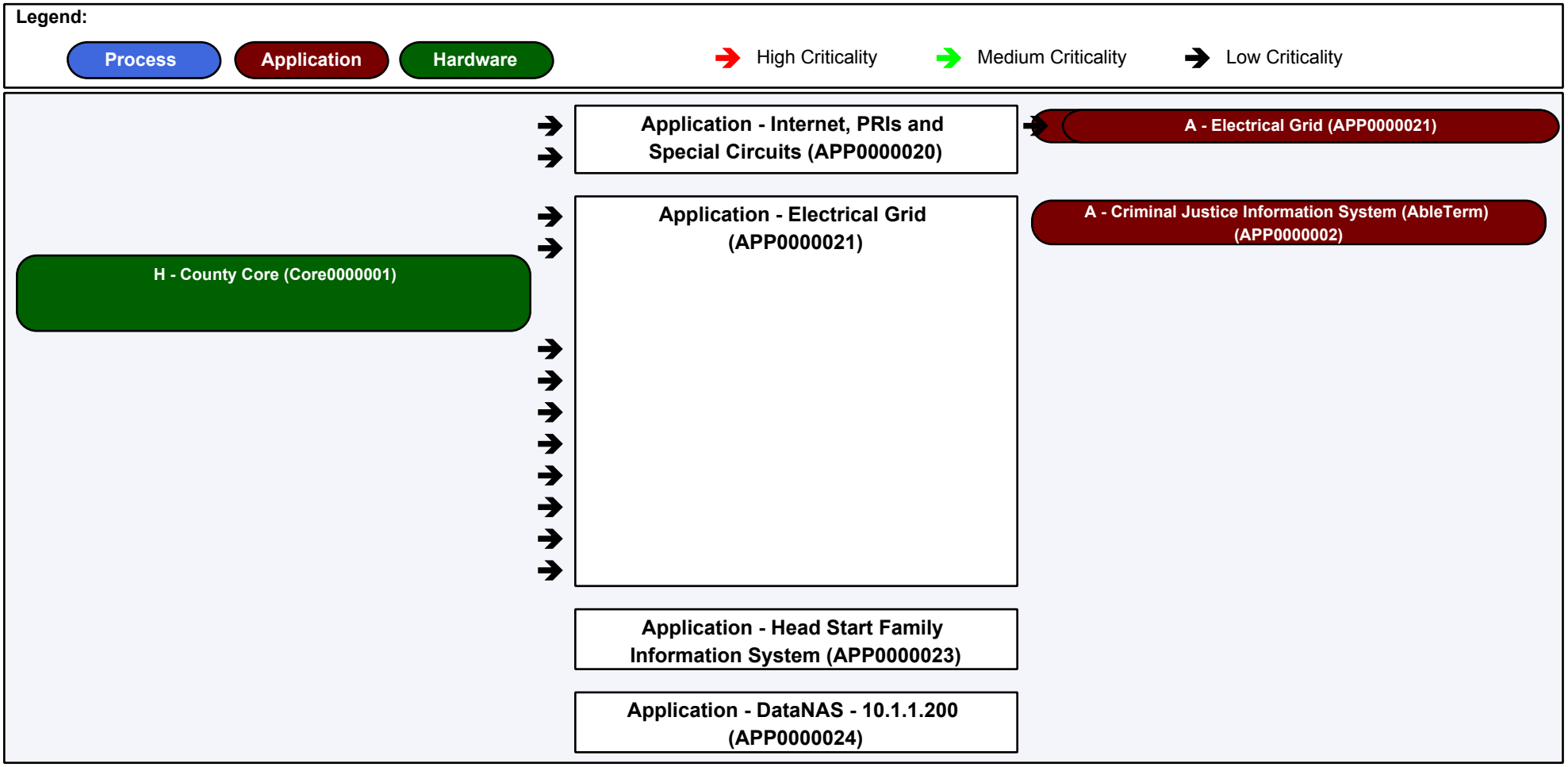
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Medium Criticality
Low Criticality
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Application - Electrical Grid (APP0000021)
A - Criminal Justice Information System (AbleTerm) (APP0000002)
H - County Core (Core0000001)
Application - Head Start Family Information System (APP0000023)
Application - DataNAS - 10.1.1.200 (APP0000024)

COUNTY OF HIDALGO, TEXAS

COUNTY AUDITOR'S OFFICE

DISASTER RECOVERY PLAN

EFFECTIVE: MARCH 1, 2007

RAYMUNDO EUFRACIO, C.P.A.
COUNTY AUDITOR

HIDALGO COUNTY AUDITOR'S OFFICE
DISASTER RECOVERY PLAN
EFFECTIVE: MARCH 1, 2007

Note: Terms defined in APPENDIX A: GLOSSARY are in **boldface type** the first time they appear in this document.

INTRODUCTION

This document contains the **disaster recovery plan** for the Hidalgo County Auditor's Office. It serves as a guide for the recovery of the Hidalgo County Auditor's Office (Auditor's Office) **mission-critical systems** in the event that a **disaster** destroys all or part of the components that comprise the mission-critical systems.

DESCRIPTION

The disaster recovery plan is composed of several sections that outline the resources and procedures to be used in the event that a disaster occurs at the Auditor's Office located at 100 E. Cano Street, Administration Building, 3rd Floor, Edinburg, Texas. There is also a section that documents the personnel that will be needed for the disaster recovery process.

PART 1: GENERAL INFORMATION ABOUT THE PLAN

Section 1.01: Objectives and Overview
Section 1.02: Mission-Critical Systems

PART 2: DISASTER RECOVERY PLANNING

Section 2.01: Disaster Preparation
Section 2.02: Recovery Facility
Section 2.03: Backup Procedures

PART 3: INITIATION OF EMERGENCY PROCEDURES

Section 3.01: Disaster Notification List
Section 3.02: Disaster Recovery Teams
Section 3.03: Damage Assessment
Section 3.04: Implementing the Disaster Recovery Plan

PART 4: MAINTAINING THE PLAN

Section 4.01: Maintaining the Plan

PART 5: INVENTORY OF SYSTEMS

Section 5.01: Servers-Hardware & Software

APPENDIX A: DEFINITIONS

APPENDIX B: INVENTORY OF SERVERS

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HIDALGO COUNTY AUDITOR'S OFFICE
DISASTER RECOVERY PLAN
EFFECTIVE: MARCH 1, 2007

PART 1: GENERAL INFORMATION ABOUT THE PLAN

Section 1.01: Objectives and Overview

The purpose of the disaster recovery plan is to provide an effective and documented method for responding to a disaster that may adversely affect the operability of the Auditor's Office mission-critical systems.

The objectives of the disaster recovery plan are:

- to describe the mission-critical systems (**hardware** and **software**) that will need to be restored,
- to describe the steps to be taken to restore the mission-critical systems,
- to describe the duties of each individual needed for the recovery process, and
- to list their contact information.

Section 1.02: Mission-Critical Systems

The Auditor's Office maintains the following seven **servers** which comprise the mission-critical systems of the Auditor's Office:

1. The SAGE server contains the SAGE financial software. SAGE, *Software for Administrators in Government and Education*, is a full functioning, graphical financial software, deployed in an Oracle ™ database. SAGE includes the following modules and their related data: Financial Accounting System (FAS), Budget Preparation System (BPS), Human Resources System (HRS), Check Reconciliation System (CRS), and Fixed Inventory System (FIS).

2. The TSWeb (Terminal Service Website) server is used to allow County Departments that are not on the **wide area network** (**WAN**) to connect to the SAGE server from a remote location by logging on to the Internet. The TSWeb server is also used to backup the SAGE server.

3. The Autostore server contains **Veritas Backup Software**, Audit Command Language (ACL) software and Autostore scanning software. The Veritas Backup Software controls the Quantum Ultrium LTO-2 Backup external drive, which is used to backup the File server.

4. The File server is used for central storage and management of the Auditor's Office data files so that other computers on the same network can access the files. The file server allows users to share information over a network without having to physically transfer files by floppy or some other external device.

5. The DHCP (Dynamic Host Configuration Protocol) server is used to assign **IP addresses** to devices (e.g., **workstations** and phones) on the Auditor's Office network.

6. The NAV (Norton Antivirus) server is used to keep the Auditor's Office servers and client computers virus free by downloading virus definition updates.

7. The Legacy server contains the Legacy financial software that was used prior to SAGE. It contains historical financial data from 1992-2001.

PART 2: DISASTER RECOVERY PLANNING

Section 2.01: Disaster Preparation

The first step in preparing for a disaster is to develop a disaster recovery plan. This document contains the disaster recovery plan for the Auditor's Office. This plan is a component of the countywide disaster recovery plan for Hidalgo County. Its effectiveness depends on the disaster recovery plans from the other offices or departments of the County.

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Section 2.02: Recovery Facility

If the Auditor's Office is destroyed in a disaster, repair or rebuilding of the facility may take an extended period of time. In the interim it will be necessary to restore computer and network services at an alternate site. Alternate sites may be either cold or hot sites. A cold site is a disaster recovery facility that provides only the physical space for recovery operations while the organization using the space provides its own hardware and software systems. A hot site is a fully operational offsite data processing facility equipped with both hardware and system software to be used in the event of a disaster or for disaster recovery.

The Auditor's Office disaster recovery plan calls for a cold site in the event of a disaster. The Hidalgo County Department of Health and Human Services, located at 1304 S. 25th Ave., Edinburg, Texas, has agreed to allow the Auditor's Office to use their facilities as a cold site during the disaster recovery process. The location has adequate space to house the hardware, with some office space available for operating and technical personnel.

Section 2.03: Backup Procedures

The Auditor's Office mission-critical systems are comprised of seven servers described in Section 1.02. The following describes the **backup** procedures for these servers.

The PC Specialist backs up the SAGE server and File server on a daily basis. The backup tapes are physically transported to and stored in a lockbox at First National Bank located at 100 W. Cano, Edinburg, Texas by the System Support Specialist. The close proximity of this off-site location to the Auditor's Office allows for quick retrieval of the backup tapes in a disaster situation. The close proximity, however, may also increase the risk that the off-site location is also affected by the same disaster.

The Auditor's Office is working on a contingency plan that will place a backup server at the Hidalgo County Department of Health and Human Services. Information Design, Inc. (IDI), the SAGE software vendor, will write a script that will transfer the data from the on-site server to the backup server though the Hidalgo County **VPN**.

The SAGE server is backed up to a **DLT** tape daily at 11:55 PM using Veritas Backup Software. The backup tape contains the **DMP** files (created at 10:00 PM) and the **QTHOME** folder. The System Support Specialist transports the backup tape to the lockbox the following morning. There are approximately 20 DLT tapes that are used in rotation. When the most recent backup tape is transported to the lockbox, the oldest backup tape in storage is retrieved and placed in rotation. The backup tape for the end of the month is not retrieved but left in the lockbox. In addition to the backup tape, a complete **disk image** of the SAGE server is stored onto a **DVD** every month. The System Support Specialist transports the DVD to the lockbox once completed.

The file server is backed up to an **LTO-2 Ultrium** tape daily at 8:00 PM using VERITAS Backup Software. Only the data files are backed up to the tape. Data files are stored using **Snap Appliance**. The System Support Specialist transports the backup tape to the lockbox the following morning. There are 12 LTO-2 Ultrium tapes used in rotation: 4 daily, 4 weekly, and 4 monthly. Monday through Thursday's backup tapes are rotated daily. Friday's backup tape is rotated weekly. The end of month backup tape is rotated every 4 months. In addition to the backup tape, a complete disk image of the device is stored onto a DVD every month. The System Support Specialist transports the DVD to the lockbox once completed.

The Legacy server contains historical financial data from 1992-2001. This server is used solely to view the County's historical financial information. Since the server contains no new data, a daily backup tape is not necessary. A complete backup of the server on 4 **DDS1** tapes is stored in the lockbox.

The remaining servers do not contain data that requires daily backup. However, since they store configuration information, a disk image of each server is stored onto a DVD every quarter except for the Autostore server which is done every month. The System Support Specialist transports the DVD to the lockbox once completed.

A set of the following original software is also kept in the lockbox at First National Bank: Windows 2000, PCAnywhere, Veritas Backup Software, ACL, Autostore Scanning Software, Windos NT 4.0, Symantec Antivirus Corporate Edition 8.1.

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PART 3: INITIATION OF EMERGENCY PROCEDURES

Section 3.01: Disaster Notification List

The disaster notification list contains the names and numbers of the individuals to be notified in the event that a disaster destroys all or part of the components that comprise the Auditor's Office mission-critical systems. The PC Specialist is responsible for contacting the following individuals immediately, or as soon as possible after a disaster has been confirmed.

	Name	Title	Home Phone	Cell/Work Phone
Auditor's Office	Raymundo Eufracio	County Auditor	(956) 424-7717	(956) 205-8374
Auditor's Office	Linda Fong	1st Asst County Auditor	(956) 287-9176	(956) 457-7632
Auditor's Office	Abel S. Martinez	PC Specialist	(956) 781-0857	(956) 789-1134
Auditor's Office	Alex Mortera	System Support	(956) 867-3939	(956) 867-3939
IT Department	Renan Ramirez	Chief Information Officer	(956) 380-3979	(956) 457-0792
IT Department	Cruz Quintana	Phone Support	(956) 784-2064	(956) 207-9941
IT Department	Juan De Leon	Network Support	(956) 874-5255	(956) 207-9204
Health & Human Services	Rigoberto Hinojosa	Information Officer	(956) 781-2044	(956) 207-6789
Information Design, Inc.	John Green	Programmer		(303) 792-2990 x2002
Information Design, Inc	Corey Oates	Technical Support		(303) 792-2990 x2013

Section 3.02: Disaster Recovery Teams

The disaster recovery plan provides for the following two teams that will be assigned with specific aspects of the recovery process:

1. Damage Assessment Team will evaluate the extent of the damage caused to the computer systems by the disaster and determine what steps need to be taken to recover the systems. The Team will be lead by the County Auditor and will include the following people: PC Specialist, System Support Specialist, Chief Information Officer, Phone Support, and Network Support.

2. Computer Systems Recovery Team will be responsible for the recovery of the computer systems. The Team will consist of the PC Specialist, System Support Specialist, Network Support, Programmer and Technical Support.

Section 3.03: Damage Assessment

In the event of a disaster, it is critical that a damage assessment be performed to evaluate the extent of the damage to the site and the equipment it houses.

The Damage Assessment Team will perform a preliminary damage assessment intended to establish the extent of damage to critical hardware and the facility that houses it. The primary goal is to determine where the recovery should take place (current facility or cold site) and what hardware must be ordered immediately.

Section 3.04: Implementing the Disaster Recovery Plan

The following are the procedures for recovery of the Auditor's Office mission-critical systems:

1. When a disaster occurs, the Damage Assessment Team will inspect the critical hardware and the facility that houses it to determine the extent of the damage and the resources that will be required to recover the mission critical systems.
    a. The PC Specialist and the System Support Specialist will assess and report on the condition of critical hardware. The report should identify hardware that can be repaired separately from hardware that must be replaced.
    b. Phone Support will assess and report on the condition of communication lines.
    c. Network Support will assess and report on the status of the network.

    The results of the damage assessment will be reported to the County Auditor and should include recommendations for proceeding with the disaster recovery. Based on the damage assessment, the County Auditor will determine if the recovery process will be conducted in the current facility or at the cold site. The County Auditor will also determine which hardware will need to be ordered immediately.

2. Based on direction from the County Auditor, the PC Specialist will order replacement hardware with overnight delivery. Hardware deemed to be repairable will be repaired by the PC Specialist and System Support Specialist.

3. If the recovery process will take place at the cold site, the PC Specialist and the System Support Specialist will transport all repairable equipment to the site. Otherwise, the PC Specialist and the System Support Specialist will clean and ready an area in the current facility to house the critical hardware.

4. The System Support Specialist will retrieve the backup tapes and the disk images from the lockbox.

5. The PC Specialist will recover the servers using the backup tapes and the disk images.

    a. The first server to be recovered will be the SAGE server. The PC Specialist will copy the disk image from the DVD to the server. The data from the previous day will then be restored to the server from the DLT backup tape. The System Support Specialist will call IDI to request a test of the SAGE financial software. The System Support Specialist will notify the First Assistant County Auditor when the SAGE server has been recovered. The First Assistant County Auditor will coordinate with the Accounting and Audit Divisions to determine if the financial data has been recovered successfully or whether the recovery process must be repeated.

    b. The second server to be recovered will be the TSWEB server. The PC Specialist will copy the disk image from the DVD to the server. The Chief Information Officer will be responsible for restoring Internet access to the outside departments in order for them to access the SAGE server.

    c. The third server to be recovered will be the Autostore server. The PC Specialist will copy the disk image from the DVD to the server.

    d. The fourth server to be recovered will be the File server. The PC Specialist will use the restore CD on the server. The data will then be restored to the server from the LTO-2 Ultrium tape.

    e. The fifth server to be recovered will be the DHCP server. The PC Specialist will copy the disk image from the DVD to the server.

    f. The sixth server to be recovered will be the NAV server. The PC Specialist will copy the disk image from the DVD to the server.

    g. The last server to be recovered will be the Legacy server. The data will be restored to the server from the backup tape.

PART 4: MAINTAINING THE PLAN

Section 4.01: Maintaining the Plan

To ensure that the plan will work when a disaster occurs, the plan must be maintained and updated. On a semi-annual basis, the PC Specialist will evaluate and update the plan with the approval of the First Assistant County Auditor. Updates to the plan will include changes in hardware, software, facilities, procedures, and personnel. In addition, the plan will be tested on an annual basis and any faults will be corrected.

PART 5: INVENTORY OF SYSTEMS

Section 5.01: Servers-Hardware & Software

APPENDIX B: INVENTORY OF SERVERS contains a complete list of all the servers that are used in the Auditor's Office. The list contains both hardware and software components for each server. The list will be routinely updated on a quarterly basis to keep up with the changes in hardware and software.

Approved by _____ Date 3/1/07

Raymundo Eufracio, C.P.A.
Hidalgo County Auditor

Hidalgo County - Confidential

APPENDIX A: GLOSSARY

antivirus software
A computer program designed to detect and respond to malicious software, such as viruses and worms. Responses may include blocking user access to infected files, cleaning infected files or systems, or informing the user that an infected program was detected.

application
A program or group of programs designed for end users. Applications software (also called *end-user programs*) includes database programs, word processors, and spreadsheets.

backup
The term *backup* usually refers to a disk or tape that contains a copy of data.

cold site
A disaster recovery facility that provides only the physical space for recovery operations while the organization using the space provides its own hardware and software systems.

DDS1
DDS or digital data storage tape is a magnetic tape used for backing up data with a native capacity of 2 GB.

disaster
An event that makes the continuation of normal functions impossible.

disaster recovery plan
A plan for business continuity in the event of a disaster that destroys part or all of a business's resources, including IT equipment, data records and the physical space of an organization. The goal of a DRP is to resume normal computing capabilities in as little time as possible.

disk image
An exact copy of a computer's hard drive. Disk images are used to transfer a hard drive's contents during a hardware upgrade, to restore a hard drive's contents during disaster recovery or when a hard drive is erased, and to transfer the contents of a hard drive from one computer to another.

DLT
DLT or Digital Linear Tape is a form of magnetic tape and drive system used for computer data storage and archiving with a capacity of 40GB native and 80GB compressed.

DMP
A compressed form of the SAGE database used for restoring the database. It is made using a command included with Oracle database called exp (export).

hardware
Refers to objects that you can actually touch, like disks, disk drives, display screens, keyboards, printers, boards, and chips. In contrast, software is untouchable. Software exists as ideas, concepts, and symbols, but it has no substance.

hot site
A fully operational offsite data processing facility equipped with both hardware and system software to be used in the event of a disaster or for disaster recovery.

IP address
An identifier for a computer or device on a network.

local area network (LAN)
A computer network covering a small geographic area, like a home, office, or group of buildings. The defining characteristics of LANs, in contrast to WANs (wide area networks), include their much higher data transfer rates, smaller geographic range, and lack of a need for leased telecommunication lines.

LTO-2 Ultrium
LTO or Linear Tape-Open is a magnetic tape data storage technology used for computer data storage and archiving with a capacity of 200GB native and 400GB compressed. LTO was developed as an "open" alternative to the proprietary Digital Linear Tape (DLT). The standard form-factor of LTO technology goes by the name "Ultrium".

mission-critical system
A system that is critical to the functioning of an organization and the accomplishment of its mission.

QTHOME
A folder that holds all SAGE software including any custom programs the users have.

server
A computer that delivers information and software to other computers linked by a network.

Snap Appliance
Snap Appliance ™ provides network attached storage (NAS) solutions. A large storage device used to access information quickly.

software
Computer instructions or data. Anything that can be stored electronically is software. The storage devices and display devices are hardware.

Veritas Backup Software
Is software that provides continuous data protection of data on the servers by backing up data to a tape.

VPN
VPN or Virtual Private Network is the extension of a private network that encompasses encapsulated, encrypted, and authenticated links across shared or public networks. VPN connections typically provide remote access and router-to-router connections to private networks over the Internet.

wide area network (WAN)
A computer network that covers a broad area (i.e., any network whose communications links cross metropolitan, regional, or national boundaries). Or less formally, a network that uses routers and public communications links. The largest and most well known example of a WAN is the Internet. WANs are used to connect (LANs) and other types of networks together, so that users and computers in one location can communicate with users and computers in other locations.

Workstation
Any computer connected to a local-area network.

APPENDIX B: INVENTORY OF SERVERS

Server	Hardware	Software
SAGE	Compaq Proliant ML 370R G3 (2) Intel Xeon 2.4 GHz processors 2 GB RAM (4) 36.4 GB SCSI hard drives CDROM 1.44 FDD	Windows 2000 Oracle 8i SAGE PCAnywhere
TSWEB	Compaq Proliant ML 370R G2 Intel Pentium III 1.2 GHz processor 1 GB RAM (3) 18.2 GB SCSI hard drives Quantum DLT1 tape drive CDROM 1.44 FDD	Windows 2000 Veritas Backup Software Terminal Services
Autostore	HP Proliant DL 140 Intel Xeon 2.4 GHz processor 1 GB RAM 80 GB hard drive Quantum Ultrium LTO 2 Backup external drive	Windows 2000 Veritas Backup Software ACL Software Autostore Scanning Software
File	Snap Appliance Snap Server 4100	
DHCP	Clone PC Intel P-III 450MHz 64 MB RAM 4 GB hard drive CDROM 1.44 FDD	Windows NT 4.0 DHCP Services
NAV	Dell PowerEdge 2650 Intel Xeon 2.4 GHz processor 512 MB RAM 80 GB hard drive CDROM 1.44 FDD	Windows 2000 Symantec Antivirus Corporate Edition 8.1
Legacy	HP3000 Computer System	HP MPE/iX software

Hidalgo County
Head Start Program

Disaster Recovery Plan

Last Update:
June 19, 2003

Hardware & Software description

Hidalgo County Head Start Program automated data is stored at the administration building in the Management Information System (MIS) department. All automated data is kept online on two file servers. Both servers are running Novell NetWare version 5.0. The main server stores and shares all user/department files, MIS software/data, Finance software/data, Personnel software/data, Risk Management software/data, Staff Development software/data, Transportation software/data, Procurement software/data, Education software/data, Family Literacy & Transition software/data, Mental Health software/data, Health software/data, Special Services & Nutrition software/data, Family Services software/data. All information on the server is backed up on a daily basis. An unattended full system backup is scheduled to run every evening at 11:59 p.m.

Hardware:

* The **primary server** is a Dell PowerEdge 4300 with 1 GB of memory and three 9GB drives with RIAD 5 configuration. The server holds 2 Intel Pro/1000 gigabit, fiber optic, server adapters, 1 Intel Pro 100+Ethernet adapter, 2 Hewlett Packard 100VG Ethernet adapters. This unit shares all user/department files.
* The **secondary server** is a digital Prioris HX 5133 with 512 MB of memory and two 2GB drives and two 4GB drives with RAID 0 configuration. The server holds one 3Com 10/100 Ethernet adapter, and one 10 Mbps Ethernet adapter. This unit is primarily used as a print server and contains Office Suite software that is run off the network.
* An internal DLT4000 tape backup is installed on the primary server. This unit can store up to 40 GB (compressed) of information on one DLT tape.
* An **A**merican **P**ower **C**onversion (APC) Smart-UPS (Uninterruptible Power Supply) 2200, and 1400 battery backup units supply 5 – 15 minutes of backup power to the file servers in case of an electrical power outage.
* A Hewlett Packard ProCurve Switch 4000M that contains seven 8 port, 10/100 Mbps modules and two 1 port 1000 Mbps modules. The transmitting/receiving of data between the workstations and server are handled through this unit.
* Three Hewlett Packard AdvanceStack 100VG, 15 port, 10/100 Mbps, hubs. The transmitting/receiving of data between the workstations and server and the hub and server are handled through this unit.
* Two Digital MultiStack 90T-16, 16 port, 10 Mbps, repeaters. The transmitting/receiving of data between the workstations/printers and server are handled through this unit.
* One Intel Express 8100 router is connected to the HP 4000M switch at 100 Mbps over the Local Area Network (LAN). This unit will allow any workstation which has been properly setup for access to the Internet via an ISDN line.

Software:

* Novell NetWare version 5.0 is the networking operating system installed on the servers. The storage space is separated into 5 separate volumes on the server (SYS:, Vol1:, Vol2:, Vol3:, Vol4:) and 5 separate volumes on the secondary server (SYS:, Vol1:, Vol2:, Vol3:, Vol4:). The primary server's network name is HCHSP0 and the secondary is HCHSP1.
* Veritas Backup Exec version 8.0 (Enterprise Edition) is the software used to backup the data on the servers. This software version can handle a multiple server environment.
* MIP NonProfit Series is the fund accounting software used by Hidalgo County Head Start Program. This program handles financial data, current and historical, to include general ledger, payroll, accounts payable, encumbrances, purchase orders, and fixed assets. This software is stored on VOL3: of the primary server along with most of the data pertaining to the finance department.
* Head Start Family Information System (HSFIS) is a data collection system used to track all family and child information, current and historical, to include family demographics (Family Services), child development (Education), child health (Mental Health/Special Services & Nutrition), family (Family Services), transition (Family Literacy & Transition), volunteer and inkind (Finance), staff (Personnel/Staff Development), community resources (All Departments), center, program and setup information. This software is stored on VOL4: of the primary server along with most of the data pertaining to the MIS department.
* Microsoft Office 2000 Professional (Access, Excel, Outlook, PowerPoint, Publisher, Word), Corel WordPerfect Office 2000 (WordPerfect, QuatroPro, Presentations), and Lotus 123 are the software titles that are run off the LAN. These programs are contained in the secondary server. This server handles all print queue information submitted by users on VOL1:. Lotus 123 is stored on VOL2:, Microsoft Office 2000 Professional is stored on VOL3:, and Corel WordPerfect Office 2000 is stored on VOL4: of the secondary server.
* Original copies of the software listed will be cataloged and kept in the same fireproof cabinets as the backup tapes(Planned for October 2001). Backup copies of the software will be created on CD-Rom and kept at the off-site location along with copies of their license numbers.(Planned upon receiving fireproof cabinets for off-site location.)

Backup Description:

The information that is stored by the backup software and hardware described previously is kept on DLT4000 compatible tapes. The daily backups are scheduled to run automatically and unattended at 11:59 p.m. every workday. The tapes used can store up to 70GB (compressed) of data. Each tape is labeled with the day of the week of when that backup was run and then overwritten on the same day of the following week. This gives the agency 5 days of data recovery. A monthly backup is also run on the first workday of every month. This is a new procedure that began on September 2001. The daily backup tapes are rotated every workday morning. The tapes are locked and stored in a fireproof cabinet with the drawer marked "Backup Tapes", in the MIS department. A two drawer fireproof cabinet was order on September 2001. This cabinet will be placed in the Edinburg IV center where the "Monday" and "Friday" tapes will be rotated, locked and stored off-site. The keys to the cabinet are kept by the MIS assistant (Blanca Mayorga) which are issued to an MIS clerk to initiate the daily backup procedure. A backup procedure log has been established on September of 2001. This log is updated each time a backup tape is loaded/unloaded from the server. The log is kept in the same drawer with the backup tapes. The MIS assistant will be responsible to check the log once a week for proper documentation.

Off-Site Location Description:

The off-site location chosen was Edinburg IV. This location was selected for the following reasons:

1. Location: The Edinburg IV center is located near the administration office for easier accessibility.
2. Ownership: This center is owned by Hidalgo County Head Start Program. This allows us to have access to the information at any given time.
3. Security: This center has s security alarm system.
4. Space Availability: This newly built center has the available space needed for the storage cabinet.

Disaster Recovery:

Currently, hardware used to recover information from backup tapes is only available at the administration building. This hardware that was previously listed must be in operational condition to recover any data. In the event that the equipment needed is non-operational the agency must replace those items before any restoration of data is done. Once the equipment for recovery is available backup tapes from either the administration or off-site location, depending on availability, may be used. The information restored will be recovered by priority. Priority "1" is the highest to priority "10" the lowest.

The following table illustrates priority sequences by department and hardware and software requirements. These are minimal automation requirements needed to keep the department operational. Optimal requirements that match or surpass the current implemented.

Priority	Department	Minimum Hardware Requirements	Software
1	Finance, Procurement	Server requirements: Single Intel 200 MHz processor, 128 MB RAM, 3 GB HD, Fast Ethernet compatible hardware, Novell 5.0, Windows Server 2000 operating system Workstation Requirements: Single Intel 200 MHz processor, 128 MB RAM, 600 MB HD, SVGA Monitor, Laser printer, Fast Ethernet compatible hardware, MS Windows 98 or higher	MIP software data from tape backup system MIP workstation files
2	MIS	Server requirements: Single Intel 1 GHz processor (currently running On a 600 MHz server), 256 MB RAM, *73 GB, 10,000 RPM, SCSI HD, Novell. Windows 2000 Server operating systems Workstation Requirements: Single Intel 800 MHz processor (currently running on 133-1000 MHz workstations), 128 MB RAM, *4 GB HD, SVGA Monitor, Laser Printer, MS Windows 95/98/NT/2000/ME *The average minimum hard drive space requirements for HSFIS family data storage is 10 MB per 100 families per year.	HSFIS software, data from tape backup system HSFIS Workstation files
2	Personnel	Single Intel 200 MHz processor, 64 MB RAM, 2 GB HD, SVGA Monitor, Laser Printer, MS Windows 98/2000	Microsoft Access, Word, and WordPerfect
3	All other departments if needed	Single Intel 200 MHz processor, 64 MB RAM, 2 GB HD, SVGA Monitor, Laser/Inkjet Printer, MS Windows 98/2000	Microsoft Word, Excel, Access, and WordPerfect

The following is a list of current files stored on tape:

MIS Department:

Head Start Family Information System (HSFIS) program. All family and child information, current and historical, to include family demographics (Family Services),child development (Education), child health MentalHealth/Health/Special Services & Nutrition), family development transition (Family Literacy & Transition), volunteer and inkind (Finance), staff (Personnel/Staff Development), and community resources (All Departments) information.
All system data, current and historical, to include agency, center program sessions, and setup information.

Any individual files created by the MIS department and stored on a volume of the file server.

Finance Department:

MIP NonProfit Series program (fund accounting program)
All financial data, current and historical, to includegenral ledger, payroll, accounts payable, encumbrance, purchase orders, and fixed assets.

Any individual files created by the personnel department and stores on a volume of the file server.

Personnel Department:

Staff information kept on a Microsoft Access database. Staff data tracked on the HSFIS program.

Any individual files created by the risk management department and stores on a volume of the file server.

Risk Management:

Employee COBRA information.

Any individual files created by the risk management department and stored on a volume of the file server.

Staff Development:

Staff development information tracked through the HSFIS program.

Any individual files created by the staff development department and stored on a volume of the file server.

Transportation & Maintenance:

Any individual files created by the transportation and maintenance department and stored on a volume of the file server.

List of current files stored on tape – continued:

Procurement Department:
MIP NonProfit Series program (fund accounting program)
All MIP data, current and historical, pertaining to the procurement department.

Any individual files created by the procurement department and stored on a volume of the file server.

Education Department:
Education information tracked through the HSFIS program.

Any individual files created by the education department and stored on a volume of the file server.

Family Literacy & Transition:
Family Literacy & Transition information tracked through the HSFIS program.

Any individual files created by the family literacy & transition department and stored on a volume of the file server.

Health Department:
Health information tracked through the HSFIS program.

Any individual files created by the mental health department and stored on a volume of the file server.

Mental Health Department:
Mental Health information tracked through the HSFIS program.

Any individual files created by the mental health department and stored on a volume of the file server.

Special Services & Nutrition:
Special Services & Nutrition information tracked through the HSFIS program.

Any individual files created by the special services & nutrition department and stored on a volume of the file server.

Family Services:
Family Services information tracked through the HSFIS program.

Any individual files created by the family services department and stored on a volume of the file server.

The following table illustrates a sample of the tape backup log kept in use:

Hidalgo County Head Start Program File Server Tape Backup Log				
Tape Label	Dt Loaded	Dt Unloaded	Status	Comments
Monday	01/08/2001	01/09/2001	Normal	
Tuesday	01/09/2001	01/11/2001	Normal	
Wednesday			Aborted	Agency closed, tape contains Information from 01/03/2001
Thursday	01/11/2001	01/12/2001	Normal	
Friday	01/12/2001	01/15/2001	Normal	
Monthly	02/01/2001	02/02/2001	Normal	

The following table illustrates tape backup rotation:

Wk	Tape Label	Day/Time of Backup	Tape Contents	Tape Location
1	Monday	Monday at 11:59 p.m.	Full System Backup	Bring "Monday" tape from Edinburg center drop off "Friday" tape at off-site location.
1	Tuesday	Tuesday at 11:59 p.m.	Full System Backup	MIS Department/Rotate "Monday" tape with "Tuesday" tape.
1	Wednesday	Wednesday at 11:59 p.m.	Full System Backup	MIS Department/Rotate "Tuesday" tape with "Wednesday" tape.
1	Thursday	Thursday at 11:59 p.m.	Full System Backup	MIS Department/Rotate "Wednesday" tape with "Thursday" tape.
1	Friday	Friday at 11:59 p.m.	Full System Backup	Bring "Friday" tape from Edinburg center drop off "Monday" tape at off-site location.
2		Monday at 11:59 p.m.	Full System Backup/Overwrite Monday data of Week 1	Bring "Monday" tape from Edinburg center drop off "Friday" tape at off-site location.
2		Tuesday at 11:59 p.m.	Full System Backup/Overwrite Tuesday data of Week 1	MIS Department/Rotate "Monday" tape with "Tuesday" tape.
2		Wednesday at 11:59 p.m.	Full System Backup/Overwrite Wednesday data of Week 1	MIS Department/Rotate "Tuesday" tape with "Wednesday" tape.
2		Thursday at 11:59 p.m.	Full System Backup/Overwrite Thursday day data of Week 1	MIS Department/Rotate "Wednesday" tape with "Thursday" tape.
2		Friday at 11:59 p.m.	Full System Backup/Overwrite Friday data of Week 1	Bring "Friday" tape from Edinburg center drop off "Monday" tape at off-site location
2				

Urban County Program

Disaster Recovery Plan

Diana R. Serna, UCP Director

Urban County Program
Disaster Recovery Plan
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URBAN COUNTY PROGRAM DISASTER RECOVERY PLAN

Introduction

This document is the disaster recovery plan for the Urban County Program. The information presented in this plan guides Urban County management and technical staff in the recovery of computing information and facility operations in the event that a disaster destroys all or part of the facility.

Description

The Recovery plan is composed of a number of sections that document resources and procedures to be used in the event that a disaster occurs at the Urban County Program office at 1916 Tesoro Blvd., Pharr, Texas 78577. There are also sections that document the personnel that will be needed to perform the recovery tasks and an organizational structure for the recovery process.

This plan will be available in the Urban County Library and additionally it will be distributed to each Urban County Manager. This plan will be updated on a regular basis as changes to the computing and facility operations are made. An extra copy will be kept in the Precinct #1 location.

Objectives and Overview

Over the years, dependence upon the use of computers in the day-to-day business activities of many organizations has become the norm. Urban County certainly is no exception to this trend. Today, each division of Urban County has computers with information vital to its operation. These machines are linked together by a network that provides communications with HUD servers. Vital functions of Urban County depend on the availability of this network of computers.

Consider for a moment the impact of a disaster that prevents the use of the system to process Payroll, Accounts Payable, IDIS connection, or any other vital application. It is hard to estimate the effects a disaster event might cause Urban County. One Hurricane could easily cause enough damage to disrupt these and other vital functions of Urban County. Without adequate planning and preparation to deal with such an event, Urban County's computer systems could be unavailable for many weeks, perhaps months.

The primary focus of this document is to provide a plan to respond to a disaster that destroys or severely cripples Urban County's computer systems. The intent is to restore operations as quickly as possible with the latest and most up-to-date data available.

All disaster recovery plans assume a certain amount of risk, the primary one being how much data is lost in the event of a disaster. Disaster recovery planning is much like the insurance business in many ways. There are compromises between the amount of time, effort, and money spent in the planning and preparation for a disaster and the amount of data loss you can sustain and still remain operational following a disaster. Time enters the equation, too. Many organizations simply cannot function without the computers they need to stay in business. So their recovery efforts may focus on quick recovery, or even zero down time, by duplicating and maintaining their computer systems in separate facilities.

The techniques for backup and recovery used in this plan do NOT guarantee zero data loss. The Program is willing to assume the risk of some data loss and do without computing for a period of time in a disaster situation. To put it in a more fiscal sense, the Program is saving funds in up-front disaster preparation costs, and then relying upon business interruption and recovery insurance to help restore computer operations after a disaster.

Data recovery efforts in this plan are targeted at getting the finance system up and running with the last available off-site backup tapes. Significant effort will be required after the system operation is restored to (1) restore data integrity to the point of the disaster and (2) to synchronize that data with any new data collected from the period of the disaster forward.

This plan does not attempt to cover either of these two important aspects of data recovery. Instead, individual users and divisions will need to develop their own disaster recovery plans to cope with the unavailability of the computer systems during the restoration phase of this plan and to cope with potential data loss and synchronization problems.

Primary Objectives of the Plan

This disaster recovery plan has the following primary objectives:

1. Present an orderly course of action for restoring critical computing capability to Urban County within 14 days of initiation of the plan.

2. Set criteria for making the decision to recover at Cold Site (Precinct #1) or repair the affected site.

3. Describe an organizational structure for carrying out the plan.

4. Provide information concerning personnel that will be required to carry out the plan and the computing expertise required.

5. Identify the equipment, floor plan, procedures, and other items necessary for the recovery.

Overview of the Plan

This plan uses a step-by-step approach to recovery from a disaster that destroys or heavily damages the computing resources of the Finance Division and Administrative Building at 1916 Tesoro Blvd in Pharr, Texas.

Personnel

Immediately following the disaster, a planned sequence of events will begin. Key personnel are notified and a staff recovery team will begin to implement the plan. Personnel currently employed are listed in the plan. However, the plan has been designed to be usable even if some or all of the personnel are unavailable.

In a disaster it must be remembered that some STAFF might not be available. The recovery personnel working to restore the computing systems will likely be working at great personal sacrifice, especially in the early hours and days following a disaster. The Program must be able to ensure that the recovery workers are provided with resources to meet their physical and emotional needs. This plan calls for the appointment of a person in the Administrative Support Team (DIRECTOR) whose job will be to secure these resources so they can concentrate on the task at hand.

Salvage Operations at Disaster Site

Early efforts are targeted at protecting and preserving the computer equipment. In particular, all magnetic storage media (hard drives, backup tapes/diskettes) are identified and either protected from the elements or removed to a clean, dry environment away from the disaster site.

Designate Recovery Site

A survey of the disaster scene will need to be conducted by appropriate personnel in order to estimate the amount of time required to put the facility back into working order. A decision is then made whether to use the Cold Site (Precinct #1), where computing and networking capabilities can be temporarily restored until the primary site is ready. Work begins almost immediately at repairing or rebuilding the primary site. This may take months, the details of which are beyond the scope of this plan.

Purchase of New Equipment

The recovery process relies heavily upon vendors to quickly provide replacements for the resources that cannot be salvaged. The Program will rely upon emergency procurement procedures documented in this plan and approved by the Director to quickly place orders for equipment, supplies, software, and any other needs.

Begin Reassembly at Recovery Site

Salvaged and new components are reassembled at the recovery site according to the instructions contained in this plan. Since all plans of this type are subject to the inherent changes that occur in the computer industry, it may become necessary for recovery personnel to deviate from the plan, especially if the plan has not been kept up-to-date. If vendors cannot provide a certain piece of equipment on a timely basis, it may be necessary for the recovery personnel to make last-minute substitutions. After the equipment reassembly phase is complete, the work turns to concentrate on the data recovery procedures.

Restore Data from Backups

Data recovery will rely on the use of backups stored in a location off-site from the Program's Building. Backups can take the form of disk tapes, CDROMs, and other storage media. Early data recovery efforts focus on restoring the operating system of the Finance Division. Next, each of the Program's divisions will be restored with proper backup tapes, if applicable. Individual application owners may need to be involved at this point, so department staff will be required to ensure that data is restored properly.

A backup of the Finance Computer System is performed weekly. The backup is stored at the Precinct 1 location. In the event of a disaster at the Urban County location, the latest backup will be restored using the Precinct #1 computer containing the Finance System software. Backups will also occur prior to a forecasted natural disaster (i.e. hurricane).

Restore Application Data

It is at this point that the disaster recovery plans for users and department staff must merge with the completion of the Finance Division. Since some time may have elapsed between the time that the off-site backups were made and the time of the disaster, application owners must have means for restoring each running applications database to the point of the disaster. They must also take all new data collected since that point and input it into the application database. When this process is complete, the Program's can begin normal operation. Some applications may be available only to a limited few key employees.

Move Back to Restored Permanent Facility

If the recovery process has taken place at the Cold Site (Precinct #1), physical restoration of the Program's Building will have begun. When the building is ready for occupancy, the systems assembled at the Cold Site are to be moved back to their permanent location. This plan does not attempt to address the logistics of this move, which should be vastly less complicated than the work done to do the recovery at the Cold Site.

Disaster Risks and Prevention

Fire

The threat of fire at the Building, especially in the storage area, is very real and poses the highest risk factor of all the causes of disaster mentioned here. The building is filled with electrical devices and connections that could overheat or short out and cause a fire. Not to be forgotten are the attached office spaces, which could hold hidden dangers.

Preventive Measures

The Building is equipped with smoke detectors placed in the finance vault and others scattered widely throughout the building. Hand-held fire extinguishers are required in visible locations throughout the building. Staff is trained in the use of the fire extinguishers. Detailed instructions for dealing with fire are present and escape exit signs are placed throughout the building.

Flood

The building is located on high ground. There also is adequate drainage surrounding the building. However, a storm dropping large amounts of rain in the Pharr area can create a threat for flooding. Floodwaters penetrating the Finance area, especially submerging the floor, can cause a lot of damage. Not only could there be potential disruption of power caused by the water, flood waters can bring in mud and silt that can destroy sensitive electrical connections. Of course, the presence of water in a room with high voltage electrical equipment can pose a threat of electrical shock to personnel within the Finance area.

Preventive Measures

All Finance computer equipment, data storage boxes, and network surge protectors have been elevated from the floor by at least three feet. In addition, the Finance staff has been trained on shutting down the main electrical switch to the building located in the Finance vault. Periodic inspections of the under flooring of the finance area must be conducted to detect water seepage, especially any time there is a heavy downpour.

Computer Crime

Computer crime is becoming more of a threat as systems become more complex and access is more highly distributed. With the new networking technologies, more potential for improper access is present than ever before. Computer crime usually does not affect hardware in a destructive manner. However, internet viruses or unauthorized installations can affect data systems.

Preventive Measures

The Finance server will have security software installed to protect against unauthorized entry. All computers will be protected by passwords, especially those containing highly sensitive data. All users should be required to change their passwords on a regular basis. All systems should require a log and security administrators should review any errors on these logs on a regular basis. All systems should be backed up on a periodic basis. Those backups should be stored in an area separate from the original data. Standards will be established on the number of backup cycles to retain and the length of their retention.

Disaster Recovery Team

The Disaster Recovery Team is responsible for the coordination of the entire recovery plan. The Recovery Manager has the final authority on decisions that must be made during the recovery. The Recovery Manager is responsible for appointing the other members of the Team. The team is composed of the following individuals:

Recovery Manager

This individual is the problem solver who is accustomed to dealing with pressure situations. The individual must also have authority to delegate responsibilities, as there will be many problems arising that may not have been anticipated in advance. The individual must also have signature authority to expend funds as a part of the disaster recovery process.

Facility Coordinators

These individuals need to be highly skilled in a number of areas. They must have a strong background in the setup and interfacing of the Urban County Program. They will be responsible for assessing the damage to each division and reporting to the Manager.

Network Coordinator

This individual needs to be skilled in the area of the network design and maintenance. The individual should be trained in the diagnosing and correcting network outages and in connecting and debugging new additions to an existing network. The individual will assess the amount of damage to the computing system and report to the Manager.

Administrative Coordinator

This individual needs to be skilled in communicating with staff. The individual will be responsible for making contact with all other staff (See attachment #2) not involved in the immediate recovery process. The individual should also be able to deal with employees and their families during these times.

Current Recovery Management Team Roster

Position	Primary	Alternate
Recovery Manager	Diana R Serna	Miguel Mesa
Facility Coordinators	Jaime Ortega, Tony Barco	Pete De La Cruz
Network Coordinator	Maribel Lopez	Jaime Ortega
Administrative Coordinator	Nydia Vega	Irma Garza

Activating the Disaster Recovery Plan

The Recovery Control Center is the location from which the disaster recovery process is coordinated. The Recovery Manager should designate where the Recovery Control Center is to be established. If a location in the Urban County Building is not suitable, Precinct 1 has been designated as the off-site location of the center.

The Recovery Manager sets the Plan into motion. Early steps to take are as follows.

1. The Recovery Manager should obtain an up-to-date copy of the Disaster Recovery Plan. Copies of the plan should be made and handed out at the first meeting of the Recovery Management Team.

2. The Recovery Manager is to appoint new members to the Recovery Team, if previously designated members will not be available.

3. The Recovery Manager briefly reviews the Disaster Recovery Plan with the team.

4. Any adjustments to the Disaster Recovery Plan to accommodate special circumstances are to be discussed and decided upon.

5. Each member of the team is charged with fulfilling his/her respective role in the recovery and to begin work as scheduled in the Plan.

6. The next meeting of the Recovery Management Team is scheduled. It is suggested that the team meet or communicate each day for the first week of the recovery process.

7. The Recovery Management Team members are to immediately start the process of contacting the people who will sit on their respective teams and call meetings to set in motion their part of the recovery.

8. Mobile communications will be important during the early phrases of the recovery process. This need can be satisfied through the use of cellular telephones. A list of each member's cellular telephone numbers will be provided.

Disaster Recovery – Finance Computer System

In order to facilitate recovery from a disaster, which destroys all or part of the Urban County Finance Computer System, certain preparations have been made in advance. This plan describes what has been done to lay the way for a quick and orderly restoration of the Division and the system it operates.

The following topics are presented in the plan:

- Recovery Facility
- Equipment Replacement
- Backups
- Media Storage Boxes

Recovery Facility

The Urban County Program has a number of options for alternate sites, each having a varying degree of up-front costs.

Hot Site

This is probably the most expensive option for being prepared for a disaster, and is typically most appropriate for very large organizations. A separate computer facility, possibly even located in a different city, can be built, complete with computers and other facilities ready to cut in on a moment's notice in the event the primary facility goes offline.

Disaster Recovery Company

A number of companies provide disaster recovery services on a subscription basis. For an annual fee you have the right to a variety of computer and other recovery services on extremely short notice in the event of a disaster. These services may reside at a centralized hot site or sites that the company operates, but it is necessary for you to pack up your backup tapes and physically relocate personnel to restore operations at the company's site. Some companies offer mobile services, which move the equipment to

your site in specially prepared vans. These vans usually contain all of the necessary computer and networking gear already installed, with motor generators for power, ready to go into service almost immediately.

Cold Site

A cold recovery site is an area physically separate from the primary site where space has been identified for use as the temporary home for the Finance Computer System while the primary site is being repaired.

The Urban County Program has chosen to use the cold site approach for **this** disaster recovery plan. The necessary arrangements are in place for the Finance Division to utilize space in the Precinct #1 Building as its Cold Site. The location has been outfitted with a computer system, which contains a copy of Fundware software and all other software applications used by the Finance Division. The location is currently used to house the weekly backups and has access to the internet in order to connect to HUD servers.

Equipment Replacement

This plan contains a complete inventory of hardware requirements of the Finance network system and the software that must be restored after a disaster (See attachment #1). The inevitable changes that occur in the systems over time require that the plan be periodically updated to reflect the most current system configuration. Where possible, agreements have been made with vendors (RTI Sales & Service) to supply replacements and technical assistance in an event of emergency. To avoid problems and delays in the recovery, every attempt should be made to replicate the current system configuration. However, there will likely be cases where components are not available or the delivery timeframe is unacceptably long. The Recovery Management Team will have the expertise and resources to work through these problems as they are recognized. Although some changes may be required to the procedures documented in the plan, using different models of equipment or equipment from a different vendor may be suitable to expediting the recovery process.

Backups

New hardware can be purchased. New buildings can be built. New employees can be hired. But the data that was stored on the damaged equipment cannot be bought at any price. It must be restored from a copy that was not affected by the disaster. There are a number of options available to us to help ensure that such a copy of your data survives a disaster at the primary facility.

The Urban County Program has chosen to use the off-site tape backup restoration approach. This option calls for the transportation of backup tapes made at the primary computer facility to an off-site location. Choice of the location is important. You want to ensure survivability of the backups in a disaster, but you also need quick availability of

the backups. The Finance Division makes a backup tape every Friday. The backup is then stored in a media box in Precinct #1. The backup will also be installed on the off-site computer on weekly/monthly basis.

This option has some drawbacks. First, there is period of exposure from the time that a backup is made, to the time it can be physically removed off-site. A disaster striking at the wrong time may result in the loss of all data changes that have occurred from the time of the last off-site backup. There is also the time, expense, and energy of having to transport the tapes. And there is also the risk that tapes can be physical damaged or lost while transporting them.

The Urban County Program has opted to taking periodic backups of its Finance System and restoring those backups at the Precinct #1 location. Existing tapes from Precinct #1 are relocated to the Urban County Program and stored in Media boxes. They are retained until the next set up backups are made and restored, and then released to scratch status. Then the cycle starts all over again.

The actual backup and cycling procedures may vary somewhat depending on the workweek and amount of tapes available.

Media Boxes

To ensure that an up-to-date copy of this plan is available when disaster occurs, procedures have been established to store a copy of the plan with other important recovery information at the Cold Site backup tape storage area. Two Media boxes have been purchased to hold these materials. The contents of both boxes are identical. One resides at the Precinct #1 location, the other in the Finance vault in the Urban County Building.

When changes to the contents of the boxes are necessary, the box at the Urban County Building is first updated, then it is take over to Precinct 1 and swapped with the box stored there. That box is returned to Urban County and updated and replaced in the Finance Vault. This ensures that at least one copy of the plan is available at the recovery site.

Contents of Media Boxes

1. Weekly Backup Tape
2. Copy of Disaster Plan
3. Copies of Software
4. List of Financial Bank Accounts
5. List of Contacts

The Finance Manager will update each media box on a monthly basis to ensure current information.

Anna P Jerrell
Approving Official

4-19-05
Date

ATTACHMENT #1

Intuit FundWare®

IMPORTANT NOTICE: *PLEASE READ*

April 7, 2004

Dear Valued Client:

Intuit will end support of FundWare 5.x versions on July 1, 2006.

Many of you have developed a strong loyalty to our character-based versions of FundWare. We appreciate your support! In fact, some of you have told me personally that even though you've purchased 7.x, you haven't installed it, and others plan to stay on 5.8 until the very last day. Well, that day is coming, and we're giving you plenty of notice.

The good news is that extensive surveys have found a **substantial increase in satisfaction** for clients using newer versions of FundWare. So, we are excited for you to make this transition so you too can enjoy the many benefits of the newer product line.

After listening carefully to your comments, we have taken some creative steps to make your transition as smooth as possible:

- **We have allowed more than two years for you to make this transition.** Many of you have told us that you want extra time to work through your budget cycles. The support department will still help you during this interim period, and you will continue to receive W2 and 1099 updates for this year and next.

- **We have created additional options for clients that struggle with hardware upgrade costs.** We've teamed with a vendor that can provide re-furbished options when cost-effectiveness is paramount.

- **We can refer you to a leasing provider** if you prefer to spread upgrade costs, including software, hardware and services, over a longer period. Leasing provides very affordable monthly payments instead of a large one-time up-front payment.

- **We are also offering 0% financing** now through July 31, 2004. Since this is for a limited time, call today.

- **Intuit FundWare version 7.30, releasing soon, will be our best yet.** Many long-standing client issues are addressed in this latest version. Also, this is the first version of FundWare that incorporates some of Intuit's famous best practices to make our software easier to use. Attend a webcast seminar to see for yourself! (www.intuitfundware.com/clients)

- **We encourage you to move quickly.** Take advantage of the new 7.30 benefits sooner rather than later! To avoid a disruptive rush at the end of the transition period, call your client sales representative or your Authorized FundWare reseller today. We stand ready to help you make the transition as quickly, smoothly and as cost efficiently as possible.

Please contact your Authorized FundWare reseller or your Intuit client sales representative (800-551-4458) to get started on a specific transition plan for your organization.

Thanks for being our client! Many of you have worked with us for many years — we look forward to many more.

Sincerely,

Michael Potts
Vice President, Intuit Public Sector Solutions

Intuit FundWare

Hardware Requirements

Fundware Professional Edition 1-8 user environments

January 30, 2004

Revised April 12, 2004

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Supported Platforms

The Server Operating Systems supported for use with 7.30 Intuit Fundware products are Windows 2003 and Windows 2000.

The Server Operating System supported for use with 7.20 Intuit Fundware products is Windows 2000 ONLY.

Intuit Public Sector Solutions does not support the use of packaged operating systems such as Windows Small Business Server, BackOffice Server, or Project server on the application server.

Intuit Public sector Solutions does not support the application server being used as any type of domain controller. The domain controller must be a separate server within the network environment.

The current Workstation Operating Systems supported for use with Intuit Fundware products are Windows 2000 Professional and Windows XP Professional.

Any workstation operating systems supported as Terminal Server Clients may be used. (Win 95, Win 98, Win NT, etc.)
Microsoft requires additional Licensing for Terminal Services use with these workstation platforms. Microsoft now requires that all workstation platforms are licensed for Terminal Services use if you are using Windows 2003.

Standalone Environment

System Component	Minimum Requirements	Recommended Configuration
General	Windows 2000 Professional or Windows XP Professional	Windows 2000 Professional or Windows XP Professional
Processor (CPU)	Pentium III 600 MHz	Pentium IV 2.0+ GHz
Number of Processors	Single (1 processor)	Single (1 processor)
Memory (RAM)	256MB	512MB -1GB
Disk Requirements	One IDE drive with 20 GB capacity & speed of 7200 rpm	One IDE drive with 20 GB capacity & speed of 7200 rpm
Fault Tolerance	None	None
CD-ROM	Required	Required
Network Cabling	100 Base-T Category 5	100 Base-T Category 5
Network Interface Card	10Mbs/ 100Mbs	10Mbs/100Mbs
Back-up Device	Required *	Required *
Server Price Range	499.00-1000.00	699.00-1500.00

* The backup device can be internal or external Tape drives, a CD Read/Writable device or another device capable of creating backup media (Zip drive, Jazz Drive, etc.) separate from the host computer.
Copying files from the FundWare locations to other locations on the local computer is not acceptable.

2-3 Fundware Users

System Component	Minimum Requirements	Recommended Configuration
General	Dedicated Windows 2003*/2000 Server for Intuit FundWare. NOTE: If more than 2 users Terminal Server is required.	Dedicated Windows 2003*/2000 Server for Intuit FundWare. NOTE: If more than 2 users Terminal Server is required.
Processor (CPU)	Pentium III 800 MHz	Pentium IV 2.0+ GHz
Number of Processors	Single (1 processor)	Single (1 processor)
Memory (RAM)	512MB	756MB -1GB
Disk Requirements	Two IDE drives with min. 40 GB capacity 7200 rpm	Three SCSI drives with min. 18 GB capacity 10,000 rpm
Fault Tolerance	IDE RAID controller with 64 MB Cache configured with a Raid Level 1.	RAID controller with 128 MB Cache configured with a Raid Level 5.
CD-ROM	Required	Required
Network Cabling	100 Base-T Category 5	100 Base-T Category 5
Network Interface Card	10Mbs/ 100Mbs	10Mbs/100Mbs
Back-up Device	Required	Required
Server Price Range	1500.00-3500.00	2200.00-4200

*Version 7.30 is supported on Windows 2000 and 2003 Server operating system but 7.20 is only supported on Windows 2000 Server.

Workstation Hardware Requirements

System Component	Minimum Requirements	Recommended Configuration
General	Windows 2000 or XP Professional	Windows 2000 or XP Professional
Memory (RAM)	128 MB (Check specific Operating system requirements)	256 MB (Check specific Operating system requirements)
Disk Space	1000 MB	1000 MB
Monitor	17" SVGA. Monitors must have a resolution of at least 800 x 600	19" SVGA. Monitors must have a resolution of at least 800 x 600

3-5 Fundware Users

Server Component	Minimum Requirements	Recommended Configuration
General	Dedicated Windows 2003*/2000 Terminal Server for Intuit FundWare. NOTE: If more than 2 users Terminal Server is required.	Dedicated Windows 2003*/2000 Terminal Server for Intuit FundWare. NOTE: If more than 2 users Terminal Server is required.
Processor (CPU)	Pentium III 800 MHz	Pentium IV 2.0+ GHz
Number of Processors	Single (1 processor)	Single (1 processor)
Memory (RAM)	512MB	756MB -1GB
Disk Requirements	Two IDE drives with min. 40 GB capacity 7200 rpm	Three SCSI drives with min. 18 GB capacity 10,000 rpm
Fault Tolerance	IDE RAID controller with 64 MB Cache configured with a Raid Level 1.	RAID controller with 128 MB Cache configured with a Raid Level 5.
CD-ROM	Required	Required
Network Cabling	100 Base-T Category 5	100 Base-T Category 5
Network Interface Card	10Mbs /100Mbs	100 Mbs/1000Mbs
Back-up Device	Required	Required
Server Price Range	1,500.00-3,500.00	2,200.00-5,500.00

*Version 7.30 is supported on Windows 2000 and 2003 Server operating system but 7.20 is only supported on Windows 2000 Server.

Workstation Hardware Requirements

System Component	Minimum Requirements	Recommended Configuration
Processor (CPU)	Pentium II 400+ MHz	Pentium III 600+ MHz
Memory (RAM)	128 MB (Check specific Operating system requirements)	256 MB (Check specific Operating system requirements)
Disk Space	1000 MB	1000 MB
Monitor	17" SVGA. Monitors must have a resolution of at least 800 x 600	19" SVGA. Monitors must have a resolution of at least 800 x 600

5-8 Fundware Users

Server Component	Minimum Requirements	Recommended Configuration
General	Dedicated Windows 2003*/2000 Terminal Server for Intuit FundWare. NOTE: If more than 2 users Terminal Server is required.	Dedicated Windows 2003*/2000 Terminal Server for Intuit FundWare. NOTE: If more than 2 users Terminal Server is required.
Processor (CPU)	Pentium III 800 MHz	Pentium IV 2.0+ MHz
Number of Processors	Single (1 processor)	Single (1 processor)
Memory (RAM)	756MB - 1GB 1.5GB	1GB – 1.5 GB
Disk Requirements	Three SCSI drives with min. 18 GB capacity 10,000 rpm	Three or Four SCSI drives with min. 18 GB capacity 10,000+ rpm
Fault Tolerance	RAID controller with 128 MB Cache configured with a Raid Level 5	RAID controller with 128 MB Cache configured with a Raid Level 5 or RAID Level 10.
CD-ROM	Required	Required
Network Cabling	100 Base-T Category 3	100 Base-T Category 5
Network Interface Card	10Mbs /100Mbs	100 Mbs/1000Mbs
Back-up Device	Required	Required
Server Price Range	1,500.00-3,500.00	2,200.00-5,500.00

*Version 7.30 is supported on Windows 2000 and 2003 Server operating system but 7.20 is only supported on Windows 2000 Server.

Workstation Hardware Requirements

System Component	Minimum Requirements	Recommended Configuration
Processor (CPU)	Pentium II 400+ MHz	Pentium III 600+ MHz
Memory (RAM)	128 MB (Check specific Operating system requirements)	256 MB (Check specific Operating system requirements)
Disk Space	1000 MB	1000 MB
Monitor	17" SVGA. Monitors must have a resolution of at least 800 x 600	19" SVGA. Monitors must have a resolution of at least 800 x 600

ATTACHMENT #2

EMPLOYEE NAME	ADDRESS	PHONE
SERNA, DIANA R	220 LAS PALMAS DRIVE	(956) 514-1618
GARZA, IRMA	P.O. BOX 1733	(956) 381-0786
VEGA, NYDIA O.	1701 N 83RD STREET	(956) 383-4832
SANDOVAL, LINDA	BOX 1804	(956) 782-7726
DE LA CRUZ, PEDRO	301 JUANITA ST.	(956) 262-2448
GOMEZ, JOSE ESTEBAN	1209 IMA	(956) 383-7144
ORTEGA, JAIME	321 QUARTZ ST	(956) 381-1154
MORIN, NELLIE N	PO BOX 560	(956) 262-7873
BAZAN, HILDA G.	1008 SOUTH 20TH STREET	(956) 585-0669
GOMEZ, ELIZABETH	3336 MIDLAND CIRCLE	(956) 534-0594
MARTINEZ, FRANCISCO MARIO	P.O. BOX 6643	(956) 381-8025
GARZA III, LUCIANO S	1704 W. SIXTH STREET	(956) 968-5304
GARZA, OSCAR	1710 BASHAM ST.	(956) 581-1127
OZUNA, NINFA G	PO BOX 203	(956) 381-8535
GARCIA, GUADALUPE V	PO BOX 470	(956) 262-1433
BARCO, ANTONIO	P.O. BOX 2205	(956) 262-7904
LOPEZ, MAREVEL	P.O. BOX 449	(956) 380-0539
MENDOZA, MICHELLE L	922 VIA SOL	(956) 316-1618
CASIANO, HECTOR P	402 W SILVER	(956) 464-8162
MESA, MIGUEL E	308 WEST STUBBS	(956) 316-2403
BARRON, JOSE A	BOX 2311	(956) 781-3137
LUMBRERAS, JOSE LUIS	2819 E MESQUITE	(956) 929-4595
DE LA GARZA, STEVEN	P.O. BOX 976	(956) 262-7872
LEAL, MONICA	819 DENVER ST.	(956) 383-0508
LUNA, MONICA	5662 W SCHUNIOR	(956) 929-6413
GUERRA, MONICA	1414 N 4TH	(956) 655-1709

ATTACHMENT #3

Date: 07/11/05

From: Fernando Cantu Jr., Account Reports Specialists
To: Armando Barrera Jr., Hidalgo County Tax Assessor Collector

Subj: STANDARD OPERATION PROCEDURE FOR NATURAL DISASTER OR NATIONAL EMERGENCY.

The following documents are the Hidalgo County Tax Office SOP dealing with emergency and natural disaster.

The two major concerns to these instructions are to secure the data on the ATC system, and to protect the electronic property of the Tax Office. There are two check-off sheets and a set of instructions on how to fill out each.

		Page
1.	SOP instruction for natural disaster……...	1
2.	SOP instruction for national or immediate threat emergency……	3
3.	*Check off list for natural disaster* …….	Appendix A
4.	*Check off list for immediate threat emergency*……..	Appendix B

SOP INSTRUCTION FOR NATURAL DISASTER

Note 1: These instructions should be carried out as time and safety of life is permitted. In case of immediate danger follow the SOP instructions for national or immediate emergency.
Note 2: All hard copies of delinquent tax rolls and complete bill listings are located inside vault near assessing department.

Step 1. Go to Appendix A of this manual. Make a copy of Appendix A.

Step 2. Fill out date, time, your name, nature of emergency and estimated time allowed for preparation.

Step 3. Create Collections Transfer Tape 8,15.

1. Entity	: all
2. Year	: all
3. Paid bills	: yes
4. P&I/Disc/Attfee	: yes
5. As of Date	: T
6. Conf Owner Info	: yes
7. EBCDIC tape	: no
8. File Type	: Flat
9. File Name	:/tsg/tax/fernando/HidalgoCollTape
10. Wait before making tape	: n/a
11. Print Totals	: yes
12. Printer for Totals	: TSG-HS

Burn Copy to DVD.
FTP copy to Columb Group, San Antonio

Step 4. Make backup. Insert blank tape at county courthouse MIS. Log into AIX ROOT prompt. Type the following at root prompt and hit return.

tar –cvf /dev/rmt0 ./usr/tsg/tax

Step 5. Securing tapes. If time and conditions allow it, remove all backup tapes from the tax office computer room and place them in the auditor's vault. If this is not feasible place them in the collections vault.

Step 6. Log out all users. Call all the different entities, banks, attorneys, and mortgage companies that log into the ATC system through modem that your intentions are to secure all computers and are requesting them to log out. Walk around the collections and assessing department and tell all users to log out. Place a message on the time clock saying, "THE TAX OFFICE COMPUTER SYSTEM WILL BE DOWN UNTIL FURTHER NOTICE."

Step 7. Secure system racks. There are two system racks located at the back of the computer room. Turn off all devices including HUBS, MODEMS, ROUTERS, MUXES, CONCENTRATORS, TRANSCEIVERS, POWER SURGE STRIPS, UPS, ETC. Secure Snap Server, place in appropriate container, and place in cashier vault. Secure all power trips and UPS to be at least one foot of the ground.

Step 8. Secure all electrical devices. Go around both collections and assessing and unplug all electrical devices from the electrical outlets in the wall and floor.

Step 9. Secure building. Place sandbags and board up windows if necessary. Turn off all lights and lock the building.

Step 10. Evacuate area. Make sure you have located the nearest shelter available to you or that you know of the designated routes in leaving the area in case of a direct hit from a Hurricane. Log out the Date and time of evacuation on check off sheet.

CHECK OFF LIST FOR NATURAL DISASTER EMERGENCY

DATE _____ TIME: _____

NAME: _____

EMERGENCY DISC:_____

ESTIMATED TIME BEFORE EVACUATION: _____

___ MAKE COLLECTIONS TAPE FOR INTERNET (18 HOURS)

___ MAKE TAR BACKUP (4 HOURS)

___ SECURE TAPES (20 MIN)

___ LOG OUT ALL USERS (20 MIN)

___ SECURE SYSTEM RACKS (30 MIN)

___ SECURE SNAP SERVER (5 MIN)

___ SECURE ALL ELECTRICAL DEVICES (1 HOUR)

___ SECURE BUILDING (10 MIN – 2 Hrs)

___ EVACUATE AREA DATE:_____ TIME:_____

APPENDIX A

CHECK OFF LIST FOR IMMEDIATE THREAT EMERGENCY

Time:_____

Emergency Description:_____

___ Secure System racks

___ Secure Backup tapes

___ Secure Snap Server

___ Secure building

___ evacuate Area

APPENDIX B

SOP INSTRUCTIONS FOR NATIONAL OR IMMEDIATE THREAT EMERGENCY

Note 1: These instructions are superseded by any policy or instructions set forth at the county judge level. Be aware of county contingency plan in evacuating building in case of bomb threat or fire emergencies.

These instructions should be carried out as time and safety of life is permitted. Depending on Duress of the impending emergency, do as many of the following steps as posible.

Step 1. Remove Appendix B from the end of this pamphlet. Fill out time and nature of emergency.

Step 2. Secure system racks. Go to the back of computer room. Power down all the devices including HUBS, MODEMS, ROUTERS, MUXES, CONCENTRATORS, TRANSCEIVERS, POWER SURGE STRIPS, UPS, ETC.

Step 3. Secure Snap Server, place in appropriate container, and place in cashier vault or walk out with it as time allows.

Step 4. Evacuate and secure building.

Step 5. In case of National emergency evacuate area through designated routes.

Hidalgo County Health Department

Disaster Recovery Plan

Part I. Introduction and Overview

Section 1.01 Statement of Purpose
Section 1.02 Scope of the Plan
Section 1.03 Procedure for Assessing the Magnitude of a Crisis
Section 1.04 Procedures for Communicating Internally
Section 1.05 Built-in Plan review Procedures and Schedule

Part II. Plan Strategies

Section 2.01 Contingency Site
Section 2.02 Backup Environments Network Equipment
Section 2.03 Applications Analysis
Section 2.04 Local and Off-site media and backup storage
Section 2.05 Telecommunication Services

Part III. Disaster Response Actions
Section 3.01 Implementation of the Plan
Section 3.02 Plan Execution
Section 3.03 End of Disaster State

Part IV. Disaster Plan Testing

Part V. Facilities Restoration

Part I. Introduction and Overview

INTRODUCTION

Crisis management is the enterprise s first response to an event that could change the way business operations are normally conducted. A well-managed approach to such an event will help significantly to ensure the employees, clients, partners, and the general public will continue to have confidence in the functionality of the Health Department.

This Disaster Recovery Plan focuses on the recoverability of the Hidalgo County Health Department's main computing facility at Hidalgo County Health Department Administration Building, 1304 S. 25th Ave., Edinburg, TX 78539.

Overview

Section 1.01 Statement of Purpose

This document describes the data center disaster recovery plan for the Hidalgo County Health Department. It details how the various organizational units intend to carry out their responsibilities in the event of a disaster. And it also describes the provisions and safeguards, which are undertaken in preparation for such a contingency.

The Plan is supported by Management and has the objective to provide for a cost effective and documented method for responding to a disaster that may disrupt the ongoing computer operations of Hidalgo County Health Department. As such, the Plan is primarily intended to serve as a predefined resource that would aid Management during and following a significant crisis that impairs and affects the computer hardware, software, networks, telecommunications, and the administrative information systems.

Definition: A disaster is "an occurrence inflicting widespread destruction and/or distress." For the purposes of this document this means that the facilities, computing resources, or major components thereof, are deemed unavailable for operations.

The following are the major purposes of this document:

(a) To plan for ongoing operations in the event of a disaster.
(b) To detail and describe the level of contingency preparations for management review.
(c) To prioritize and outline the recovery of pre-defined critical components, systems, and applications.
(d) To develop an organizational preparedness so that disruption and chaos are minimized if a disaster should occur.
(e) To anticipate vulnerabilities regarding the security and protection of the corporate data center facilities.

Section 1.02 Scope of the Plan

The scope of this plan is limited to the services and responsibilities of the Hidalgo County Health Department for Information Services and covers these major resources:

(a) computing facilities
(b) computer hardware and systems software
(c) enterprise network electronics, transport, and ISP access
(d) telecommunications equipment, software, and services
(e) databases, electronic media and files
(f) computer programs
(g) computer execution and operation's procedures
(h) documentation

The disaster recovery plan provides only for the continuation of certain essential technology services and administrative information processing activities during the period of time, which may be required for recovering from a disaster.

Section 1.03 Procedure for Assessing the Magnitude of a Crisis

The Disaster Assessment Team will confer about the presenting crisis in an effort to classify the magnitude of the crisis as defined within this plan. The Disaster Assessment Team will be comprised of the following members:

(a) The Chief Administrative Officer
(b) The Chief Financial Officer
(c) The Network Manager
(d) The System Support Specialist

Crisis Designations

The following are potential crisis classifications that the Crisis Assessment Team may designate:

Category 3 - A major disruption in service affecting a subset of users or systems deemed to be non-critical for alternate site recovery.

Category 2 - Major disruption to one or more sites.

Category 1 - A Total system(s) outage affecting all systems, and sites.

Section 1.04 Procedures for Communicating Internally

(a) **Telephone based communications** : Using telephone trees and distributed calling responsibilities, pertinent Health Department officials and staff will be notified once a disaster is declared.

(b) **Voice Mail** : Emergency announcements can be disseminated internally using overall existing voice mail announcement capabilities. This would entail delivering a recorded and stored message to all voice mail users who will receive the message upon their next use of the voice mail systems. The voice mail distribution capability falls under the auspices of Telecommunications Services and represents an efficient and economical means to deliver an official message rapidly to a broad internal audience.

(c) **Mail based communications** : If electronic mail facilities continue to be functional, list serve capabilities and available grouping characteristics can be used to target the message to one or more population segments within the enterprise.

If electronic mail capabilities are not adequately available for this requirement, third party Internet Service Provider (ISP) email facilities will be used to attempt contact with staff. It is recognized that not all individuals possess ISP accounts, but for those who do, this is a viable communication method.

Section 1.05 Built-in Plan review Procedures and Schedule

Reviewing the Plan: To assure the Plan's continued accuracy and viability, the Network Manager shall review the Disaster Recovery Plan periodically. Maintenance of the plan and overall coordination of plan activities (such as rehearsals and unit activities) will be performed by the Disaster Assessment Team

Part II. Plan Strategies

Section 2.01 Contingency Site

The Health Department will use one of the remote clinic sites as a contingency site. Equipment available at that site and any of the other clinics will be utilized as needed to restore the network functionality.

Section 2.02 Backup Environments Network Equipment

Any and all hardware and any of the viable clinic sites will be utilized to restore network functionality to the Hidalgo County Health Department.

Section 2.03 Applications Analysis

An analysis of critical application and key processing components has been performed to identify and prioritize recovery efforts. These applications are considered business critical and must be included in any recovery plan to sustain the operational/financial viability of the Health Department.

Hidalgo County Health Department

- TWICES System (client record system)

- SDI System (Medical Billing System)
- Human Resources System
- Access to Financial Accounting System
- Health Permitting System
- Nursing Certification System
- E-mail System

Section 2.04 Local and Off-site Media and Backup Storage

System backups are maintained on magnetic tape media for all critical systems for the purpose of operational and disaster recovery. Multiple versions of backups are maintained on a weekly basis (unless otherwise specified by application backup requirements). The most recent version of the backups are rotated through an offsite storage. This ensures that recovery of any system is at most a week old.

Section 2.05 - Telecommunication Services

Local Telephone Service : Southwestern Bell Telephone provides incoming and outgoing local telephone lines to the telephone system. In the event that the SBC serving wire center experiences a catastrophe, SBC has established plans which they will activate.

Long Distance Service : AT&T outgoing long distance service will be available as soon as SBC establishes outgoing dial tone.

Nortel Networks PBX System : The Phone Den is charged with the responsibility of fully restoring service to the PBX System when we have experienced a catastrophic event which has resulted in service outages or damaged equipment. The procedure calls for a complete system replacement within 24 hours.

Nortel Networks Voice Mail System: A NAM 6 voice mail system is installed at the Hidalgo County Health Department Administration Building. The Phone Den is charged with the responsibility of fully restoring service to the Voice Mail System when we have experienced a catastrophic event which has resulted in service outages or damaged equipment. The procedures calls for a complete system replacement within 24 hours.

Part III. Disaster Response Actions

The below actions can only be undertaken when a disaster classification of Category 1 exists: as defined in part I of this document. All communications shall explain and include reference to the defined nomenclature of the disaster classification.

Section 3.01 Implementation of the Plan

Once the classification of a disaster is made, and it is determined that disaster conditions exist, the disaster plan is to be implemented immediately. This step is undertaken formally once the management notifications under the Plan begin.

The end disaster conditions must also be communicated formally through such management notifications.

Section 3.02 Plan Execution

The detailed recovery plans will be implemented once the disaster has been declared.

Section 3.03 End of Disaster State

Formal notice of the end of a disaster state shall be given as per the management notifications in section B of this part. In addition, users shall be notified as per section C of this part. Depending on the characteristics and duration of the disaster, this notification may not entail a complete return to normal processing schedules. However, this notification shall signal the end of specific disaster operations.

Part IV Disaster Plan Testing

Tests of the disaster plan, or of one or more of its facets, will be conducted periodically and/or may be requested by management to insure that elements of the plan are feasible, compatible, and effective. An objective of this testing will be to minimize interference and interruption of the normal production operations. While most exercises are performed on a scheduled basis, an unannounced recovery may be conducted to validate preparedness for unanticipated outages.

Part V. Facilities Restoration

The objective of Facilities Restoration is to establish a viable/ongoing processing facility to which to return computing operations from the contingency site. This may require an extended period of time depending on the crisis event experienced and the extent to which the original data center facility is unacceptable for ongoing operations.

AI-45677 **Texas Agri-Life Extension Serv. 13. A.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Introduction by Andrea Valdez, County Extension Agent-Family & Consumer Sciences of the 2014-2015 Hidalgo County 4-H Ambassadors, Hidalgo County Council Officers and District 12 Council Officers.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

2014-2015 Ambassadors list

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/24/2014 02:32 PM
Auditor's Office	Debbie Tamez	07/24/2014 02:37 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Nora Linda Cruz Started On: 07/24/2014 09:27 AM

Final Approval Date: 08/08/2014

From: Andrea Valdez; Family & Consumer Sciences Extension Educator

Request to introduce the 2014-2015 Hidalgo County 4-H Ambassadors to Commissioners Court on August 12, 2014.

The purpose of the 4-H Ambassador Program is to project a clear and accurate image of the Texas 4-H Youth Development Program. 4-H Ambassadors are spokespersons for the 4-H Program. They tell the 4-H story to different audiences in the community. Their roles consist of promoting and advertising 4-H to other youth, volunteers and community leaders. The Ambassadors help others understand how 4-H affects the lives of young people and how it addresses key youth issues in the community and state. In doing this the youth improve their leadership and presentation skills.

The following is a listing of the 19 Hidalgo County 4-H Ambassadors:

Renee Boyle
Brianna Nicole Bullion
James Andrew Cano
Arianna Cantu
Cynthia Lillana Cantu
Derek Shane Cerelli
John Richard Chapa
Leandra Victoria Flores
Bianca Rebecca Garcia
Brody Maclaine Hill
Johnny Joe Luna II
Marissa Nicole Luna
Claudia Christina Martinez
Vanessa Marie Martinez
Emily Nicole Morales
Krista Luisa Olivarez
Amanda Cristina Salinas
Matthew Salinas
Adriana Lamar de los Santos

2014-2015 County Council

Request to introduce the 2014-2015 Hidalgo County 4-H County Council Officers to Commissioners Court on August 12, 2014

4-H County Council officers are responsible for promoting the encouraging 4-H club work and coordinating 4-H County activities.

Itza Garza - President
Hailie Ciomperlik – 1st Vice-President
Remi Hargett – 2nd Vice-President
Krista Olivarez – Secretary
Vanessa Martinez – Treasurer
Renee Boyle – Reporter
Brianna Bullion - Parliamentarian
Charles Lee – District Delegate #1
Bianca Garcia – District Delegate #2

****

District 12 Council Officers

Request to introduce part of the 2014-2015 District 12 Council Officers to Commissioners Court on August 12, 2014

District 12 Council Officers consists of a panel of ten elected officers and three are from Hidalgo County. District 12 Council Officers serve as their guiding principles in planning and implementing the various programs, activities, events, and service projects throughout the year.

Remi Hargett – President
Claudia Martinez – Secretary
Vanessa Martinez - Treasurer

AI-45820 **Texas Agri-Life Extension Serv. 13. B.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Barbara Storz, Dr. Jenna Anding, Roy Custodio and Ricardo Carranza to announce the second year of funding approval of USDA/SNAP benefits grant called "Growing & Nourishing Healthy Communities."

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact to County funds

Attachments

Grant

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/05/2014 01:58 PM
Obdett Calzada	Obdett Calzada	08/05/2014 04:47 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Nora Linda Cruz Started On: 08/01/2014 03:17 PM

Final Approval Date: 08/08/2014

From: Barbara Storz
To: Nora Cruz
Cc: Jenna Anding
Subject: New Grant Year - Growing and Nourishing Healthy Communities Grant
Date: Friday, August 01, 2014 3:52:52 PM

Nora Linda: Dr. Anding has gotten word that we will get another year with this community garden/nutrition education grant that we have at the Hidalgo County Community Centers and Edinburg housing authority. She is going to be here the week of August 11 to review our progress and discuss improvements for the coming year. We will be providing a report on our progress and we are featured at a State Health and Human Services Conference, later in the month, where we will share the success of this program with many other agencies. Please see if you can get us on the agenda for Commissioner's Court for a 10 to 12 minute presentation on August 12 with myself and Dr. Jenna Anding. I want the judge and commissioners to be aware of this before it hits the papers.
Many thanks,
Barbara

AI-45641 **Facilities Management** **15. A.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Facilities Management **Submitted By:** Glinda Pacheco, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Facilities Management:
Requesting approval to process the following invoice as a claim with authority for the County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor:

Vendor:	Invoice #	Date:	Amount:
AIRGAS	9918873291	05/31/2014	$ 9.95
		Total:	$ 9.95

BACKGROUND

Processing as a claim due to items RRCYLISM-AC & RRCYLISM-OX on the invoice were not part of the County's contract.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-419-40-220-001-0-442

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

BUDGETARY IMPACT:

Funds available as of 8/1/14.

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 04:33 PM
Obdett Calzada	Obdett Calzada	08/01/2014 09:18 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Glinda Pacheco Started On: 07/23/2014

Final Approval Date: 08/08/2014

CYLINDER RENTAL INVOICE

Airgas Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
05/31/2014	2859284	9918873291	06/30/2014	$ 9.95

PLEASE MARK YOUR METHOD OF PAYMENT

AMOUNT ENCLOSED

☐ Check
☐ Credit Card

Please visit www.airgas.com/ontinebillpay or complete the information on the reverse side of this form.

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

SOLD BY AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

225083 1 AT 0.403 T859 3DG785 PL12 S296

BILL TO HIDALGO COUNTY FAC. MGMT.
FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539-1356

225083

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

2859284199188732910000000099 54

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

INVOICE NO.	SOLD TO NUMBER	SHIP TO		INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS
9918873291	2859284	2859284		05/31/2014	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLILG-AC - Rent Cyl Ind Large Acetylene	2	0	0	0	2	0	2		$1.00/ZM	$2.00 N
RRCYLILG-OX - Rent Cyl Ind Large Oxygen	2	0	0	0	2	0	2		$1.00/ZM	$2.00 N
RRCYLISM-AC - Rent Cyl Ind Small Acetylene	2	0	0	0	2	0	2		$1.00/ZM	$2.00 N
RRCYLISM-OX - Rent Cyl Ind Small Oxygen	3	0	0	0	3	0	3		$1.00/ZM	$3.00 N
	9	0	0	0	9					$9.00

RECEIVED
JUN 13 2014
Facilities Management

Hazmat: 0.95

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT $ 9.95

FOR WIRE TRANSFER PAYMENTS

Airgas www.airgas.com
Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2859284
HIDALGO COUNTY FAC. MGMT.
FACILITY MANAGEMENT
3100 SOUTH HYW 83
EDINBURG TX 78539

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

REV 1.1.13 SEL - 101000

Zimbra **jessica.ortega@co.hidalgo.tx.us**

RE: INV#9918873291

From : Jesse Mendoza <Jesse.Mendoza@Airgas.com> Tue, Jun 17, 2014 06:51 AM
Subject : RE: INV#9918873291
To : Jessica N. Ortega <jessica.ortega@co.hidalgo.tx.us>

No problem, I don't mind explaining this, here it goes;

LINE 1 = AC 4
LINE 2 = OX 200
LINE 3 = AC 3 AND AC MC
LINE 4 = OX 20 OR NI 40

Please feel free to call me or e-mail anytime, thank you in advance.

Jesse Mendoza
Inside sales - Mc Allen Texas
Office 1-956-686-7622
Mobile 1-956-522-0356
Fax 1-866-587-1792

From: Jessica N. Ortega [jessica.ortega@co.hidalgo.tx.us]
Sent: Monday, June 16, 2014 2:48 PM
To: Jesse Mendoza
Subject: INV#9918873291

Good afternoon Jesse,

I need your help. I know I've asked you this before but I can't seem to find my email where you wrote down which cylinder tanks were what. Attached you will find an email. Could you please tell me which tank is the large Acetylene, large oxygen, small acetylene, and small oxygen?

Thanks,
Jessica Ortega

Exhibit "B"

ADDENDUM #2

HIDALGO COUNTY (All funding Sources)

"Welding supplies & Other Misc. Items"

Bid No: 2013-015A-04-10-MEG

			#3-W-1	45.00
		Heating Tip	Rosebud Victor 8 or equivalent to	90.42
		Tip Type 0-1-101	Size	BID PRICE
	Large Torch 300 Series	Cutting Tip Org. Victor	0-1-101 Victor	5.98
		Welding Tip Victor 2 or equivalent to	#0-W-1	45.00
			#1-W-1	45.00
			#2-W-1	45.00
			#3-W-1	45.00
		Heating Tip	Rosebud Victor 8 or equivalent to	90.42
24. Torch Gauges-Replacement Gauges for regulators are preferred : a) Victor & b) Victor CR150CR		a)Victor	1 ½" gauge	10.00
			2" gauge	10.00
			2 ½" gauge	10.00
		b)Victor CR150CR	1 ½" gauge	10.00
			2" gauge	10.00
			2 ½" gauge	10.00
			BID PRICE	
25. Torch Hoses - " R" and " T "		Size	"R"	"T"
		25 ft x ¼	22.65	32.55
		50 ft x ¼	37.79	59.75
		100 ft x ¼	69.65	112.42
26. Torches- Complete Kit is preferred with handle and cutting attachments		Medium 100 Series		236.19
		Large 300 Series		315.17
27. Rental of Cylinder (as needed)		Gas	Tank Size	BID PRICE
		Oxygen	80 Series	1.00 per month per cylinder
			100 Series	1.00 " " "
			200 Series	1.00 " " "
		Acetylene	100 Series	1.00 " " "
28. Tip cleaner- Standard				2.11
29. Flat Soap Stone-Standard Square				1.74
30. Soap Stone Holder				1.19
31. Safety Glasses – High Impact Protector Z94.3			Dark	1.13
			Clear	1.13
32. Cutting Dark Goggles				N/B
				BID PRICE
33. Welding cable liners -(for Millermatic 135) OEM Miller or equivalent to- Profax194011			.030	11.18
			.035	7.42
34. Welder Tips - (for Millermatic 135) Contact tip			.030	6.00 per pack (5 each)
			.035	6.00 per pack (5 each)
35. Welding Wire- Spools - (Flux Coated) 1-lb -10lb no shield gas OPENED 9:42		Sizes	LBS	BID PRICE
		.030	1 lb	N/B
			10 lb	N/B
36. Grinding Disc- Screw On – 4.1/2 x ¼ x 5/8-11				4.00
37. Sanding Disc- Screw On – (Med. Coarse grid- Zircowia flap disc) Hub style 4-10-13 Witnessed			Hub Style 4 ½ x 5/8" x 11	
			Z-40	4.58
			Z-60	4.58
			Z-80	4.15
			Z-100	N/B
			Hub Less 4 ½ x 7/8"	
			Z-40	3.51

JB

Purchase Order
COUNTY OF HIDALGO

PO# 702447

DATE: 01/03/14

PAGE NO: 1 Of 1

NEEDED: 01-02-14

PO TYPE:

VENDOR: 416410 REQ: 00248965

PHONE:

EMAIL:

SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

AIRGAS, INC.
AIRGAS USA, LLC
259 N. RADNOR-CHESTER RD.
RADNOR PA 19087

CONTACT:

SITE: FACILITIES MANAGEMENT

SPECIAL INSTRUCTIONS: REQ#005

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 bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-13-015A-05-08 EXP. 06/28/14		
6.00	EACH	CC OXYGEN GAS FOR WELDING (21 SERIES @ $3.74) OPEN PO JANUARY-JUNE 2014	3.74	22.44
6.00	EACH	CC OXYGEN GAS FOR WELDING (80 SERIES @ $4.96) OPEN PO	4.96	29.76
12.00	EACH	CC OXYGEN GAS FOR WELDING (200 SERIES @ $8.00) OPEN PO	8.00	96.00
12.00	EACH	CC ACETYLENE GAS FOR WELDING (MC @ $13.42) OPEN PO	13.42	161.04
6.00	EACH	CC NITROGEN GAS FOR WELDING (19 SERIES @ $3.40) OPEN PO	3.40	20.40
6.00	EACH	CC NITROGEN GAS FOR WELDING (40 SERIES @ $3.94) OPEN PO	3.94	23.64
6.00	MONTH	CC RENTAL OF OXYGEN 80 SERIES (OPEN PO)	1.00	6.00
6.00	MONTH	CC RENTAL OF OXYGEN 100 SERIES (OPEN PO)	1.00	6.00
12.00	MONTH	CC RENTAL OF 2 OXYGEN 200 SERIES CYLINDERS (OPEN PO)	1.00	12.00
12.00	MONTH	CC RENTAL OF 2 ACETYLENE 100 SERIES (OPEN PO)	1.00	12.00
24.00	MONTH	CC MAXIMUM HAZARDOUS MATERIAL FEE	20.00	480.00
12.00	EACH	OM PRODUCT SURCHARGE	10.00	120.00
		TOTAL:		989.28

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

****
For Hidalgo County use only

4-1100-419-40-220-001-0-442	36.00
4-1100-419-40-220-001-0-623	953.28

Authorized by: Martha L Salazar MC

AI-45852 **IT Department 16. A.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

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

Invoice Date	Invoice #	Vendor	Amount
03/23/14	9722412628	Verizon	$118.52
04/23/14	9724121751	Verizon	$118.95
05/23/14	9725833625	Verizon	$118.75
06/23/14	9727538638	Verizon	$118.55

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-415-50-190-002-0-532

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

BUDGETARY IMPACT:

Funds available through PO# 705107, as of 8/7/2014.

Attachments

Verizon

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/06/2014 10:12 AM
Obdett Calzada	Obdett Calzada	08/07/2014 09:11 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Edna Kirby Started On: 08/05/2014 02:36 PM

Final Approval Date: 08/08/2014

PO BOX 4001
ACWORTH, GA 30101

Manage Your Account & View Your Usage Details	Account Number	Date Due
At vzw.com/mybusinessaccount	822603189-00004	Past Due
	Invoice Number	9722412628

03/24-04/23/14 (2)

Quick Bill Summary

~~Feb 24–Mar 23~~

KEYLINE
/7853963621/

CO OF HIDALGO HUMAN RESOURCES
SYLVIA RIOS
1615 S CLOSNER BLVD STE F
EDINBURG, TX 78539–6362

RECEIVED
APR 07 2014
HUMAN RESOURCES

Previous Balance (see back for details)	$371.36
No Payment Received	$.00
Balance Forward Due Immediately	**$371.36**
Monthly Charges	$115.49
Usage and Purchase Charges	
Voice	$.00
Messaging	$.00
Data	$.00
Verizon Wireless' Surcharges and Other Charges & Credits	$3.03
Taxes, Governmental Surcharges & Fees	$.00
Total Current Charges Due by April 18, 2014	**$118.52**
Total Amount Due	**$489.88**

INVOICE RECEIVED BY:
SRios ON 04.07.14
GOODS/SERVICES RECEIVED BY:
Esther A. Cortez ON 02.24.14 thru 03.28.14

DATE: 04.07.14
APPROVED: Sylvia Rios

PO# 705107
4-1100-415-50-190-002-0.532

RECEIVED BY COUNTY AUDITOR PM 2:57

Our records indicate your account is past due. Please send payment now to avoid service disruption.

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	At vzw.com/mybusinessaccount	1.800.922.0204 or *611 from your wireless

VB

Bill Date	March 23, 2014
Account Number	822603189-00004
Invoice Number	9722412628

Total Amount Due

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

$489.88

$□□□.□□

CO OF HIDALGO HUMAN RESOURCES
SYLVIA RIOS
1615 S CLOSNER BLVD STE F
EDINBURG, TX 78539–6362

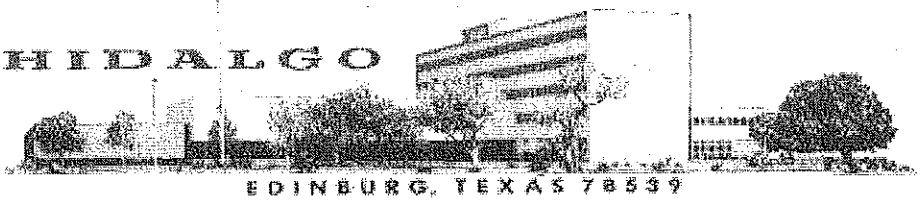
PO BOX 660108
DALLAS, TX 75266–0108

/7526601085/

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

97224126280108226031890000400001185200004898 89

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

For faster processing of payment please submit invoice, back to me with this page as the cover page. Do not remove any pages attached.

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 04/30/2014

TO: Sylvia Rios

DEPARTMENT: (190) HUMAN RESOURCES/CIVIL SERVICE

FROM: Keta Zambrano KZ

PHONE: (956)-318-2511 ext 4601

REFERENCE: VERIZON WIRELESS Invoice #9722412628

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9722412628*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: **The monthly plan charge on the PO# 705107 is for $100.09 and on the bill it is charged for $ 115.49. The bill is charging more. Please check this charge with vendor.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

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. | LETICIA LOPEZ, JUDGE, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. OVERSEER

State Of Texas - DIR-SDD-1779 - Top Price Plans

verizon

STATE OF TEXAS LOCAL DIGITAL CHOICE	MIN	ACCESS	DISCOUNT	ACCESS (after disc)
STATE OF TEXAS LOCAL DIGITAL CHOICE FLAT RATE $3.99 $.08 PER MIN	0	$3.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 100 SHARE ANYTIME UNL IN NW+ 200 TXT	100	$22.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 200 SHARE ANYTIME UNL IN NW+ 200 TXT	200	$24.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 400 SHARE ANYTIME UNL IN NW + 200 TXT/PIX/FLIX	400	$25.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 600 SHARE ANYTIME UNL IN NW + 200 TXT/PIX/FLIX	600	$38.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 1000 SHARE ANYTIME UNL IN NW + 200 TXT/PIX/FLIX	1,000	$50.99	n/a	n/a
VOICE / VOICE & DATA BUNDLES *AMERICA'S CHOICE/NATIONWIDE*	**MIN**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+ TXT+IN UNL	400	$64.09	22%	$49.99
AMERICAS CHOICE II 600 SHARE EMAIL & DATA+N&W+ TXT+IN UNL	600	$80.76	22%	$62.99
AMERICAS CHOICE II 1000 SHARE EMAIL & DATA+N&W+ TXT+IN UNL	1,000	$96.14	22%	$74.98
AMERICAS CHOICE II 400 SHARE UNL IN NW +200 TXT/PIX/FLIX 3845	400	$38.45	22%	$29.99
AMERICAS CHOICE II 600 SHARE UNL IN NW+200 TXT/PIX/FLIX 5512	600	$55.12	22%	$42.99
AMERICAS CHOICE II 1000 SHARE UNL IN NW+200 TXT/PIX/FLIX 7050	1,000	$70.50	22%	$54.99
CUSTOM NATIONAL SHARE EMAIL & DATA + TXT (ONLY) UNLIMITED $34.99	0	$34.99	n/a	n/a
PUSH TO TALK AMERICA'S CHOICE II ENTERPRISE VOICE NATL SHARE $17.99	0	$17.99	n/a	n/a
AMERICA'S CHOICE II NATIONAL SHARE + 100 TXT/PIX/FLIX $14.99	0	$14.99	n/a	n/a
GLOBAL VOICE & DATA BUNDLES	**MIN**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
AC II GLOBAL 400 SHARE EMAIL & DATA+N&W+IN UNL + TXT	400	$84.60	22%	$65.98
AC II GLOBAL 600 SHARE EMAIL & DATA+N&W+IN UNL + TXT	600	$101.27	22%	$78.99
AC II GLOBAL 1000 SHARE EMAIL & DATA+N&W+IN UNL + TXT	1,000	$116.65	22%	$90.98
NATIONWIDE UNLIMITED PLANS	**MIN**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
NATIONWIDE TALK UNLIMITED ANYTIME MINUTES $69.99 0110	UNL	$69.99	23%	$53.89
NATIONWIDE TALK & TEXT UNLIMITED ANYTIME MINUTES $89.99	UNL	$89.99	23%	$69.29
NATIONWIDE TALK & TEXT & DATA UNLIMITED ANYTIME MINUTES $129.99	UNL	$129.99	23%	$100.09
NATIONWIDE SMALL BUSINESS SHARE PLANS (TALK, TALK & TEXT)	**MIN**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 700	700	$60.00	23%	$46.20
NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 700	0	$9.99	n/a	$9.99
NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 1400	1,400	$80.00	23%	$61.60
NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 1400	0	$9.99	n/a	$9.99
NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 2000	2,000	$90.00	23%	$77.00
NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 2000	0	$9.99	n/a	$9.99
NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 3000	3,000	$140.00	23%	$107.80
NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 3000	0	$9.99	n/a	$9.99
NATIONWIDE TALK TEXT SMALL BUSINESS SHR PRIMARY 700	700	$90.00	23%	$69.30
NATIONWIDE TALK TEXT SMALL BUSINESS SHR SECONDARY 700 0509	0	$9.99/$15.99	n/a	$9.99/$15.99
NATIONWIDE TALK TEXT SMALL BUSINESS SHR PRIMARY 1400	1,400	$110.00	23%	$84.70
NATIONWIDE TALK TEXT SMALL BUSINESS SHR SECONDARY 1400	0	$9.99/$15.99	n/a	$9.99/$15.99
NATIONWIDE TALK TEXT SMALL BUSINESS SHR PRIMARY 2000	2,000	$120.00	23%	$92.40
NATIONWIDE TALK TEXT SMALL BUSINESS SHR SECONDARY 2000	0	$9.99/$15.99	n/a	$9.99/$15.99
NATIONWIDE TALK TEXT SMALL BUSINESS SHR PRIMARY 3000	3,000	$170.00	23%	$130.90
NATIONWIDE TALK TEXT SMALL BUSINESS SHR SECONDARY 3000	0	$9.99/$15.99	n/a	$9.99/$15.99

verizonwireless

PO BOX 4001
ACWORTH, GA 30101

Manage Your Account & View Your Usage Details	Account Number	Date Due
At vzw.com/mybusinessaccount	822603189–00004	Past Due
	Invoice Number	9724121751

10004635 01 MB 0.432 **AUTO T0 0 6023 78539-636278 1 E CNTX2313

CO OF HIDALGO HUMAN RESOURCES
SYLVIA RIOS
1615 S CLOSNER BLVD STE F
EDINBURG, TX 78539-6362

RECEIVED
MAY 15 2014
HUMAN RESOURCES

INVOICE RECEIVED BY:
SRios ON 05-15-14
GOODS/SERVICES RECEIVED BY:
Esther A. Cortez ON 03.24.2014 thru 04.23.2014

DATE: 05.16.14
APPROVED: Sylvia Rios

Quick Bill Summary

Mar 24 – Apr 23

Previous Balance *(see back for details)*	$489.88
Payments – Thank You	–$247.34
Balance Forward Due Immediately	**$242.54**
Monthly Charges	$115.49
Usage and Purchase Charges	
Voice	$10.00
Messaging	$.00
Data	$.00
Verizon Wireless' Surcharges and Other Charges & Credits	$3.46
Taxes, Governmental Surcharges & Fees	$.00
Total Current Charges Due by May 18, 2014	**$128.95**

Total Amount Due ~~$371.49~~

Po# 705107
4-1100-415-50-190-002-0532

Our records indicate your account is past due. Please send payment now to avoid service disruption.

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	At vzw.com/mybusinessaccount	1.800.922.0204 or *611 from your wireless

VB

verizonwireless

Bill Date	April 23, 2014
Account Number	822603189–00004
Invoice Number	9724121751

Please Recycle

CO OF HIDALGO HUMAN RESOURCES
SYLVIA RIOS
1615 S CLOSNER BLVD STE F
EDINBURG, TX 78539–6362

Total Amount Due

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

$371.49

$☐☐☐.☐☐

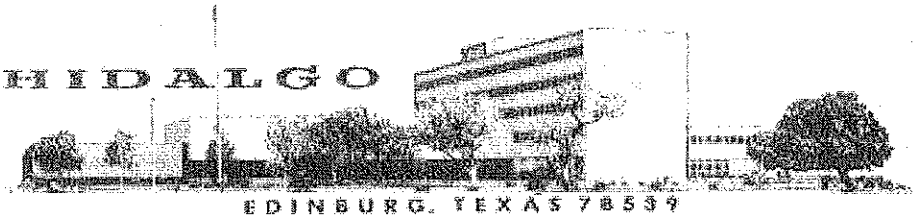
PO BOX 660108
DALLAS, TX 75266–0108

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

97241217510108226031890000400000012895000003714 99

$118.95

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

For faster processing of payment please submit invoice, back to me with this page as the cover page. Do not remove any pages attached.

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 05/29/2014

TO: Sylvia Rios

DEPARTMENT: (190) HUMAN RESOURCES/CIVIL SERVICE

FROM: Keta Zambrano KZ

PHONE: (956)-318-2511 ext 4601

REFERENCE: VERIZON WIRELESS Invoice #9724121751

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9724121751*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: Per the contract DIR-SDD-1779 the price plan approved is for 100.09 monthly with 23% disc. The bill is charging a different plan with a higher amount. Please review bill and communicate error to vendor.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

PO BOX 4001
ACWORTH, GA 30101

Manage Your Account & View Your Usage Details	Account Number	Date Due
At vzw.com/mybusinessaccount	822603189-00004	Past Due
	Invoice Number	9725833625

Quick Bill Summary

Apr 24 - May 23

KEYLINE
/7853963621/

CO OF HIDALGO HUMAN RESOURCES
SYLVIA RIOS
1615 S CLOSNER BLVD STE F
EDINBURG, TX 78539–6362

RECEIVED
JUL 09 2014
HUMAN RESOURCES

Previous Balance (see back for details)	$371.49
No Payment Received	$.00
Balance Forward Due Immediately	**$371.49**
Monthly Charges	$115.49
Usage and Purchase Charges	
Voice	$5.00
Messaging	$.00
Data	$.00
Verizon Wireless' Surcharges and Other Charges & Credits	$3.26
Taxes, Governmental Surcharges & Fees	$.00
Total Current Charges Due by June 18, 2014	**$123.75**

DATE : 07.09.14
APPROVED: Sylvia Rios

Total Amount Due **$495.24**

INVOICE RECEIVED BY: SRios ON 07.09.14
GOODS/SERVICES RECEIVED BY: Esther A. Cortez ON 04.24.14 thru 05.23.14

PO# 705107
4-1100-415-50-190-002-0.532

Our records indicate your account is past due. Please send payment now to avoid service disruption.

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	At vzw.com/mybusinessaccount	1.800.922.0204 or *611 from your wireless

VB

Bill Date	May 23, 2014
Account Number	822603189-00004
Invoice Number	9725833625

Total Amount Due

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

$495.24

$□□□.□□

CO OF HIDALGO HUMAN RESOURCES
SYLVIA RIOS
1615 S CLOSNER BLVD STE F
EDINBURG, TX 78539–6362

PO BOX 660108
DALLAS, TX 75266–0108

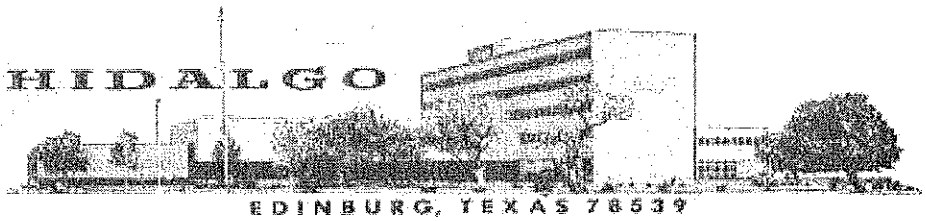
/7526601085/

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

97258336250108226031890000400000012375000000495249

$ 118.75

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** **07/18/2014**

TO: **Sylvia Rios** **DEPARTMENT:** **(190) HUMAN RESOURCES/CIVIL SERVICE**

FROM: **Keta Zambrano** KZ **PHONE:** **(956)-318-2511 ext 4601**

REFERENCE: **VERIZON WIRELESS Invoice #9725833625**

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9725833625*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: The monthly plan on this invoice is a different plan than what the contract states.

  The correct plan shall be the NATL. TALK & TXT & DATA UNLIMITED ANYTIME MINUTES for $129.99 with a 23% disc. Monthly shall be at $100.09 aprox.

  This issue needs to be corrected by vendor for all future bills. Thank you.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

PO BOX 4001
ACWORTH, GA 30101

Manage Your Account & View Your Usage Details	Account Number	Date Due
At vzw.com/mybusinessaccount	822603189-00004	Past Due
	Invoice Number	9727538638

RECEIVED
JUL 09 2014
HUMAN RESOURCES

KEYLINE
/7853963621/

CO OF HIDALGO HUMAN RESOURCES
SYLVIA RIOS
1615 S CLOSNER BLVD STE F
EDINBURG, TX 78539–6362

DATE : 07.09.14
APPROVED: Sylvia Rios

INVOICE RECEIVED BY:
SRios ON 07.09.14
GOODS/SERVICES RECEIVED BY:
Esther A. Cortez ON 05.24.14 thru 06.23.14

PO#705107
4-1100-415-50-190-002-0.532

Quick Bill Summary

May 24 - Jun 23

Previous Balance (see back for details)	$495.24
No Payment Received	$.00
Adjustments	–$100.00
Balance Forward Due Immediately	**$395.24**
Monthly Charges	$115.49
Usage and Purchase Charges	
Voice	$.00
Messaging	$.00
Data	$.00
Verizon Wireless' Surcharges and Other Charges & Credits	$3.06
Taxes, Governmental Surcharges & Fees	$.00
Total Current Charges Due by July 18, 2014	**$118.55**

Total Amount Due **$513.79**

Our records indicate your account is past due. Please send payment now to avoid service disruption.

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	At vzw.com/mybusinessaccount	1.800.922.0204 or *611 from your wireless

VB

Bill Date June 23, 2014
Account Number 822603189-00004
Invoice Number 9727538638

CO OF HIDALGO HUMAN RESOURCES
SYLVIA RIOS
1615 S CLOSNER BLVD STE F
EDINBURG, TX 78539–6362

Total Amount Due

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

$513.79

$□□□.□□

PO BOX 660108
DALLAS, TX 75266–0108

/7526601085/

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

97275386380108226031890000400000011855000000513799

AI-45915 **Urban County 17. A.**

CC - REGULAR

Meeting Date: 08/12/2014

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

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to re-authorize Urban County Program Director to approve certain Change Orders on Urban County Projects.

BACKGROUND

The County of Hidalgo Procurement Procedures, in Section III, No. F (B), permits as follows:
"If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners' court may grant general authority to an employee to approve change orders. However, the original price may not be increased by more than 25% unless the Change order is necessary to comply with a federal or state statue, rule,
regulation, or judicial decision enacted, adopted, or rendered after the contract was made.

The original contract price may not be decreased by 18 percent or more without the consent of the contractor."
The Urban County Program is requesting that such a Grant of General Authority be made to Director Diana R. Serna, under the conditions listed above, and for Change Orders requesting additional time for completion. This would help to speed up project spending and completion, while Commissioners' Court would still retain
responsibility for any proposed major changes.

Attachments

CHANGE ORDERS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/07/2014 05:06 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Olga Lerma Started On: 08/07/2014 04:22 PM

Final Approval Date: 08/08/2014

LOCAL GOVERNMENT CODE

TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY

SUBTITLE B. COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY

CHAPTER 262. PURCHASING AND CONTRACTING AUTHORITY OF COUNTIES

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 262.001. APPOINTMENT OF AGENT TO MAKE CONTRACTS. (a) The commissioners court of a county may appoint an agent to make a contract on behalf of the county for:

(1) erecting or repairing a county building;

(2) supervising the erecting or repairing of a county building; or

(3) any other purpose authorized by law.

(b) A contract or other act of an agent appointed under this section that is properly executed on behalf of the county and is within the agent's authority binds the county to the contract for all purposes.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 262.002. AUTHORITY TO PURCHASE ROAD EQUIPMENT AND TIRES THROUGH COMPTROLLER. (a) The commissioners court of a county may purchase through the comptroller road machinery and equipment, tires, and tubes to be used by the county.

(b) The commission must purchase an item under this section on competitive bids and in accordance with any rules of the commission.

(c) A purchase under this section must be made on the requisition of the commissioners court. When the court sends the requisition to the commission, the court must include with the requisition a general description of the item desired and a certification of the funds available to pay for the item.

(d) The commission may adopt rules to carry out the purpose of this section.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 937, Sec. 1.101, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 937, Sec. 1.102, eff. September 1, 2007.

Sec. 262.003. SMALL, SOLE-SOURCE PURCHASE EXEMPT FROM COMPETITIVE BIDDING. (a) Any law that requires a county to follow a competitive procurement procedure in making a purchase requiring the expenditure of $50,000 or less does not apply to the purchase of an item available for purchase from only one supplier.

(b) If a county makes a purchase covered by Subsection (a), the county auditor or other appropriate county officer or employee may not refuse payment for the purchase because a competitive bidding procedure was not followed.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 757, Sec. 12, eff. Sept. 1, 1993; Acts 2001, 77th Leg., ch. 115, Sec. 4, eff. Sept. 1, 2001.
Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1266, Sec. 3, eff. June 19, 2009.

Sec. 262.004. CONTRACT AND OTHER INSTRUMENTS VEST RIGHTS IN COUNTY; SUIT ON CONTRACT OR OTHER INSTRUMENT. (a) A note, bond, bill, contract, covenant, agreement, or writing in which a person is bound to a county, to the court or commissioners of a county, or to another person for the payment of a debt or for the performance of a duty or another action for the county vests in the county the same right, interest, or action that would vest in any other person if the contract had been made with that other person.

(b) A suit may be initiated and prosecuted on an instrument covered by Subsection (a) in the name of a county, or in the name of the person to whom the document was made for the use of the county, in the same manner that any other person may sue on a similar document made to that person.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 262.005. APPLICATION OF OTHER LAW. The purchasing requirements of Section 361.426, Health and Safety Code, apply to county purchases made under this chapter.

Added by Acts 1991, 72nd Leg., ch. 303, Sec. 18, eff. Sept. 1, 1991.

Sec. 262.006. LEAST COST REVIEW PROGRAM. The commissioners court of a county may establish a least cost review program for public improvements to be constructed by the use of personnel, equipment, or facilities of the county that may exceed a cost of:

(1) $100,000; or

(2) an amount less than $100,000 as determined by the commissioners court.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 13.11(f), eff. Sept. 1, 1999.

Sec. 262.007. SUIT AGAINST COUNTY ARISING UNDER CERTAIN CONTRACTS. (a) A county that is a party to a written contract for engineering, architectural, or construction services or for goods related to engineering, architectural, or construction services may sue or be sued, plead or be impleaded, or defend or be defended on a claim arising under the contract. A suit on the contract brought by a county shall be brought in the name of the county. A suit on the contract brought against a county shall identify the county by name and must be brought in a state court in that county.

(b) The total amount of money recoverable from a county on a claim for breach of the contract is limited to the following:

(1) the balance due and owed by the county under the contract as it may have been amended, including any amount owed as compensation for the increased cost to perform the work as a direct result of owner-caused delays or acceleration;

(2) the amount owed for change orders or additional work required to carry out the contract;

(3) reasonable and necessary attorney's fees that are equitable and just; and

(4) interest as allowed by law.

(c) An award of damages under this section may not include:

(1) consequential damages, except as allowed under Subsection (b)(1);

(2) exemplary damages; or

(3) damages for unabsorbed home office overhead.

(d) This section does not waive a defense or a limitation on damages available to a party to a contract, other than a bar against suit based on sovereign immunity.

(e) This section does not waive sovereign immunity to suit in federal court.

Acts 2003, 78th Leg., ch. 1203, Sec. 2, eff. Sept. 1, 2003.

SUBCHAPTER B. PURCHASING AGENTS

Sec. 262.011. PURCHASING AGENTS. (a) A board composed as provided by this subsection, by majority vote, may appoint a suitable person to act as the county purchasing agent. In a county with a population of 150,000 or less, the board is composed of the judges of the district courts in the county and the county judge. In any other county, the board is composed of three judges of the district courts in the county and two members of the commissioners court of the county unless the county has fewer than three district court judges, in which case the board is composed of one district court judge and one member of the commissioners court. If members of the board who are district judges must be selected, the selection is made by a majority vote of all the district judges in a county having more than one district judge. If members of the board who are members of the commissioners court must be selected, the selection is made by a majority vote of the commissioners court. The term of office of the county purchasing agent is two years.

(b) The board may remove the county purchasing agent from office.

(c) A person appointed under this section must execute a bond in the amount of $5,000, payable to the county, conditioned that the individual will faithfully perform the duties of county purchasing agent.

(d) The county purchasing agent shall purchase all supplies, materials, and equipment required or used, and contract for all repairs to property used, by the county or a subdivision, officer, or employee of the county, except purchases and contracts required by law to be made on competitive bid. A person other than the county purchasing agent may not make the purchase of the supplies, materials, or equipment or make the contract for repairs.

(e) The county purchasing agent shall supervise all purchases made on competitive bid and shall see that all purchased supplies, materials, and equipment are delivered to the proper county officer or department in accordance with the purchase contract.

(f) A purchase made by the county purchasing agent shall be paid for by an electronic transfer, check, or warrant drawn by the county auditor on funds in the county treasury in the manner provided by law. The county auditor may not draw and the county treasurer may not honor an electronic transfer, check, or warrant for a purchase unless the purchase is made by the county purchasing agent or on competitive bid as provided by law.

(g) The county purchasing agent may cooperate with the purchasing agent of a municipality in the county to purchase any item in volume as may be necessary. The county treasurer shall honor an electronic transfer, check, or warrant drawn by the county auditor to reimburse the municipality's purchasing agent making the purchase for the county.

(h) The county purchasing agent is not required to make purchases for a municipal-county hospital or other joint undertaking of the municipality and county.

(i) On July 1 of each year, the county purchasing agent shall file with the county auditor and each of the members of the board that appoints the county purchasing agent an inventory of all the property on hand and belonging to the county and each subdivision, officer, and employee of the county. The county auditor shall carefully examine the inventory and make an accounting for all property purchased or previously inventoried and not appearing in the inventory.

(j) To prevent unnecessary purchases, the county purchasing agent, with the approval of the commissioners court, shall transfer county supplies, materials, and

equipment from a subdivision, department, officer, or employee of the county that are not needed or used to another subdivision, department, officer, or employee requiring the supplies or materials or the use of the equipment. The county purchasing agent shall furnish to the county auditor a list of transferred supplies, materials, and equipment.

(k) The board that appoints the county purchasing agent shall set the salary of the agent in an amount not less than $5,000 a year, payable in equal monthly installments or by any other distribution at the option of the county. The salary shall be paid by an electronic transfer, check, or warrant drawn on funds in the county treasury.

(l) The county purchasing agent may have assistants to aid in the performance of the agent's duties. A person who is authorized by the county purchasing agent to use a county purchasing card while making a county purchase is considered an assistant of the county purchasing agent to the extent the person complies with the rules and procedures prescribed for the use of county purchasing cards as adopted by the county purchasing agent under Subsection (o). The county purchasing agent and assistants may have any help, equipment, supplies, and traveling expenses that are approved and considered advisable by the board that appointed the agent.

(m) A person, including an officer, agent, or employee of a county or of a subdivision or department of a county, commits an offense if the person violates this section. An offense under this subsection is a misdemeanor punishable by a fine of not less than $10 or more than $100. Each act in violation of this section is a separate offense.

(n) This section applies to all purchases of supplies, materials, and equipment for the use of the county and its officers, including purchases made by officers paid out of fees of office or otherwise, regardless of whether the purchase contract is made by the commissioners court or any other officer authorized to bind the county by contract. An officer making a purchase out of fees of office in violation of this section may not deduct the amount of the purchase from the amount of any fees of office due the county.

(o) The county purchasing agent shall adopt the rules and procedures necessary to implement the agent's duties under this section subject to approval by the commissioners court. Notwithstanding Subsection (f) or other law, rules and procedures adopted under this subsection may include rules and procedures for persons to use county purchasing cards to pay for county purchases under the direction and supervision of the county purchasing agent. Procedures for use of purchasing cards may not avoid the competitive bidding requirements of this chapter or other requirements of county financial law.

(p) During each two-year term of office, a county purchasing agent shall complete not less than 25 hours in courses relating to the duties of the county purchasing agent. The courses must be:

(1) accredited by a nationally recognized college or university;

(2) recognized by a national purchasing association, such as the National Association of Purchasing Management; or

(3) courses offered by state agencies, or by state professional associations, related to purchasing.

(q) An electronic transfer under this chapter must provide the same level of internal controls and statutory authorizations as required for a check or warrant.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 87(q), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 561, Sec. 1, 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, Sec. 5, 6, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, Sec. 13.02(a), (d), eff. Aug. 26, 1991; Acts 1991, 72nd Leg., ch. 874, Sec. 4, eff. June 16, 1991; Acts 1993, 73rd Leg., ch. 367, Sec. 1, eff. Aug.

30, 1993; Acts 1999, 76th Leg., ch. 505, Sec. 1, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 57, Sec. 1, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 321, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 1, eff. September 1, 2011.

Sec. 262.0115. PURCHASING AGENTS IN COUNTIES WITH POPULATION OF MORE THAN 100,000. (a) In a county with a population of more than 100,000, the commissioners court may employ a person to act as county purchasing agent. However, this section does not apply to a county that has appointed a purchasing agent under Section 262.011 and that has not abolished the position as authorized by law.

(b) A purchasing agent employed under this section serves at the pleasure of the commissioners court.

(c) The commissioners court may employ other persons necessary to assist the purchasing agent in performing the agent's functions.

(d) Under the supervision of the commissioners court, the purchasing agent shall carry out the functions prescribed by law for a purchasing agent under Section 262.011 and for any administrative function of the county auditor in regard to county purchases and contracts and shall administer the procedures prescribed by law for notice and public bidding for county purchases and contracts.

(e) A county that has established the position of county purchasing agent under this section may abolish the position at any time. On the abolition of the position, the county auditor shall assume the functions previously performed by the purchasing agent regarding the notice for and opening of competitive bids or proposals under this chapter and Chapter 271.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 11(g), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 63, Sec. 1, eff. May 9, 1995; Acts 1999, 76th Leg., ch. 369, Sec. 1, eff. May 29, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 2, eff. September 1, 2011.

Sec. 262.012. COUNTY AUDITORS AS PURCHASING AGENTS IN CERTAIN COUNTIES. (a) The commissioners court of a county that employs a county auditor jointly with one or more counties under Section 84.008 may require the auditor to act as the purchasing agent for the county, in addition to performing the regular duties of the auditor as required by law.

(b) In a county with a population of 41,680 to 42,100, the county auditor shall act as the purchasing agent for the county in addition to performing the regular duties of the auditor as required by law.

(c) This section applies only to a county in which a county purchasing agent has not been appointed under Section 262.011.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 561, Sec. 3, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, Sec. 7, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 204, Sec. 1, eff. Sept. 1, 1991.

SUBCHAPTER C. COMPETITIVE BIDDING IN GENERAL

Sec. 262.021. SHORT TITLE. This subchapter may be cited as the County Purchasing

Act.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 262.022. DEFINITIONS. In this subchapter:

(1) "Bond funds" means money in the county treasury received from the sale of bonds, and proceeds of bonds that have been voted but that have not been issued and delivered.

(2) "Component purchases" means purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.

(3) "Current funds" means funds in the county treasury that are available in the current tax year, revenue that may be anticipated with reasonable certainty to come into the county treasury during the current tax year, and emergency funds.

(4) "High technology item" means a service, equipment, or good of a highly technical nature, including:

(A) data processing equipment and software and firmware used in conjunction with data processing equipment;

(B) telecommunications, radio, and microwave systems;

(C) electronic distributed control systems, including building energy management systems; and

(D) technical services related to those items.

(5) "Item" means any service, equipment, good, or other tangible or intangible personal property, including insurance and high technology items. The term does not include professional services as defined by Section 2254.002, Government Code.

(5-a) "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

(5-b) "Normal purchasing practice" means:

(A) an accepted custom, practice, or standard for government procurement in the state; or

(B) a practice recognized by a national purchasing association regarding the purchase of a particular good or service.

(6) "Purchase" means any kind of acquisition, including by a lease or revenue contract.

(7) "Separate purchases" means purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase.

(8) "Sequential purchases" means purchases, made over a period, of items that in normal purchasing practices would be purchased in one purchase.

(9) "Time warrant" means any warrant issued by a county that is not payable out of current funds.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 59(b), eff. Aug. 28, 1989; Acts 1989, 71st. Leg., ch. 1250, Sec. 8(a), eff. Sept. 1, 1989.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 3, eff. September 1, 2011.

Sec. 262.0225. ADDITIONAL COMPETITIVE PROCEDURES. (a) In the procedure for competitive bidding under this subchapter, the commissioners court of the county shall provide all bidders with the opportunity to bid on the same items on equal terms and have

bids judged according to the same standards as set forth in the specifications.

(b) A county shall receive bids or proposals under this subchapter in a fair and confidential manner.

(c) A county may receive bids or proposals under this subchapter in hard-copy format or through electronic transmission. A county shall accept any bids or proposals submitted in hard-copy format.

(d) A county that complies in good faith with the competitive bidding requirements of this chapter and receives no responsive bids for an item may procure the item under Section 262.0245.

Added by Acts 2001, 77th Leg., ch. 1063, Sec. 1, eff. Sept. 1, 2001.
Amended by:
Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 4, eff. September 1, 2011.

Sec. 262.023. COMPETITIVE REQUIREMENTS FOR CERTAIN PURCHASES. (a) Before a county may purchase one or more items under a contract that will require an expenditure exceeding $50,000, the commissioners court of the county must:

(1) comply with the competitive bidding or competitive proposal procedures prescribed by this subchapter;

(2) use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, for purchasing; or

(3) comply with a method described by Chapter 2267, Government Code.

(b) The requirements established by Subsection (a) apply to contracts for which payment will be made from current funds or bond funds or through anticipation notes authorized by Chapter 1431, Government Code, or time warrants. Contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271).

(b-1) A county that complies with a method described by Chapter 2267, Government Code, as provided by Subsection (a)(3), to enter into a contract for which payment will be made through anticipation notes authorized by Chapter 1431, Government Code, may not issue anticipation notes for the payment of that contract in an amount that exceeds the lesser of:

(1) 20 percent of the county's budget for the fiscal year in which the county enters into the contract; or

(2) $10 million.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, Sec. 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, Sec. 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, Sec. 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, Sec. 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, Sec. 4, eff. May 28, 2001; Acts 2001, 77th

Leg., ch. 1063, Sec. 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, Sec. 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, Sec. 12.004, eff. Sept. 1, 2003.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 689, Sec. 1, eff. September 1, 2007.
Acts 2009, 81st Leg., R.S., Ch. 1266, Sec. 4, eff. June 19, 2009.
Acts 2011, 82nd Leg., R.S., Ch. 1129, Sec. 4.04, eff. September 1, 2011.

Sec. 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, Sec. 3, eff. Sept. 1, 2001.

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 59(c), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 962, Sec. 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1001, Sec. 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1060, Sec. 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 16, Sec. 13.03, eff. Aug. 26, 1991; Acts 1997, 75th Leg., ch. 442, Sec. 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1065, Sec. 1, eff. June 15, 2001.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1272, Sec. 3, eff. September 1, 2007.

Sec. 262.0241. MANDATORY EXEMPTIONS: CERTAIN RECREATIONAL SERVICES. (a) This section applies only to a county that:

(1) has a population of 20,000 or less; and

(2) owns not more than one golf course open for public use.

(b) The competitive bidding and competitive proposal procedures prescribed by this subchapter do not apply to the purchase of:

(1) management services for:

(A) a county-owned golf course; or

(B) a retail facility owned by the county and located on the premises of the golf course; and

(2) landscape maintenance services for a county-owned golf course.

Added by Acts 2001, 77th Leg., ch. 1065, Sec. 2, eff. June 15, 2001.

Sec. 262.0245. COMPETITIVE PROCUREMENT PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS OR COMMISSIONERS COURT. A county purchasing agent or, in a county without a purchasing agent, the commissioners court shall adopt procedures that provide for competitive procurement, to the extent practicable under the circumstances, for the county purchase of an item that is not subject to competitive procurement or for which the county receives no responsive bid.

Added by Acts 1991, 72nd Leg., ch. 16, Sec. 13.02(c), eff. Aug. 26, 1991. Renumbered from Sec. 262.0241 by Acts 2001, 77th Leg., ch. 1065, Sec. 2, eff; June 15, 2001.
Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1266, Sec. 5, eff. June 19, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 5, eff. September 1, 2011.

Sec. 262.025. COMPETITIVE BIDDING NOTICE. (a) A notice of a proposed purchase must be published at least once a week for two consecutive weeks in a newspaper of general circulation in the county, with the first day of publication occurring at least 14 days before the date of the bid opening. If there is no newspaper of general circulation in the county, the notice must be posted in a prominent place in the courthouse for 14 days before the date of the bid opening. Notice published in a newspaper must include:

(1) a general statement of the proposed purchase;

(2) the name and telephone number of the purchasing agent; and

(3) the county website address, if any.

(a-1) Subsection (a) does not require more than two notices in one newspaper or limit the county from providing additional notice for longer periods or in more locations.

(b) The notice must include:

(1) the specifications describing the item to be purchased or a statement of where the specifications may be obtained;

(2) the time and place for receiving and opening bids and the name and position of the county official or employee to whom the bids are to be sent;

(3) whether the bidder should use lump-sum or unit pricing;

(4) the method of payment by the county; and

(5) the type of bond required by the bidder.

(c) If any part of the payment for a proposed purchase will be made through time warrants, the notice also must include a statement of the maximum amount of time warrant indebtedness, the rate of interest on the time warrants, and the maximum maturity date of the time warrants.

(d) In a county with a population of 3.3 million or more, the county and any district or authority created under Article XVI, Section 59, of the Texas Constitution of which the governing body is the commissioners court may require that a minimum of 25 percent of the work be performed by the bidder and, notwithstanding any other law to the contrary, may establish financial criteria for the surety companies that provide payment and performance bonds.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1019, Sec. 1, eff. Aug. 28, 1989; Acts 2001, 77th Leg., ch. 669, Sec. 78, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 6, eff. September 1, 2011.

Sec. 262.0255. ADDITIONAL NOTICE AND BOND PROVISIONS RELATING TO PURCHASE OF CERTAIN EQUIPMENT. (a) A notice of a proposed purchase of earth-moving, material-handling, road maintenance, or construction equipment under Section 262.025 may include a request for information about the costs of the repair, maintenance, or repurchase of the equipment.

(b) The commissioners court may require the bidder to furnish, to the county in a contract for the purchase of the equipment, a bond to cover the repurchase costs of the equipment.

(c) A commissioners court purchasing personal property under Section 271.083 of this code or Section 791.025, Government Code, may negotiate with a vendor awarded a cooperative contract under those sections an agreement for the vendor to purchase or

accept as trade used equipment owned by the county.

Added by Acts 1991, 72nd Leg., ch. 416, Sec. 1, eff. Sept. 1, 1991.
Amended by:
Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 7, eff. September 1, 2011.

Sec. 262.0256. PRE-BID CONFERENCE FOR CERTAIN COUNTIES OR A DISTRICT GOVERNED BY THOSE COUNTIES. (a) The commissioners court of the county or the governing body of a district or authority created under Section 59, Article XVI, Texas Constitution, if the governing body is the commissioners court of the county in which the district is located, may require a principal, officer, or employee of each prospective bidder to attend a mandatory pre-bid conference conducted for the purpose of discussing contract requirements and answering questions of prospective bidders.

(b) After a conference is conducted under Subsection (a), any additional required notice for the proposed purchase may be sent by certified mail, return receipt requested, only to prospective bidders who attended the conference. Notice under this subsection is not subject to the requirements of Section 262.025.

Reenacted and amended by Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 8, eff. September 1, 2011.

Sec. 262.026. OPENING OF BIDS. (a) The county official who makes purchases for the county shall open the bids on the date specified in the notice. The date specified in the notice may be extended if the commissioners court determines that the extension is in the best interest of the county. All bids, including those received before an extension is made, must be opened at the same time. The commissioners court may adopt an order that delegates the authority to make extensions under this subsection to the county official who makes purchases for the county.

(b) Opened bids shall be kept on file and available for inspection by anyone desiring to see them until the first anniversary of the date of opening. Opened bids are subject to disclosure under Chapter 552, Government Code.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 505, Sec. 3, eff. Sept. 1, 1999.
Amended by:
Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 9, eff. September 1, 2011.

Sec. 262.027. AWARDING OF CONTRACT. (a) The officer in charge of opening the bids shall present them to the commissioners court in session. Except as provided by Subsection (e), the court shall:

(1) award the contract to the responsible bidder who submits the lowest and best bid; or

(2) reject all bids and publish a new notice.

(b) If two responsible bidders submit the lowest and best bid, the commissioners court shall decide between the two by drawing lots in a manner prescribed by the county judge.

(c) A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given:

(1) notice of the proposed award; and

(2) an opportunity to appear before the commissioners court and present

previously unconsidered evidence concerning the lower bid as best, which may include evidence of the bidder's responsibility.

(d) In determining the lowest and best bid for a contract for the purchase of earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may consider the information submitted under Section 262.0255.

(e) In determining the lowest and best bid for a contract for the purchase of road construction material, the commissioners court may consider the pickup and delivery locations of the bidders and the cost to the county of delivering or hauling the material to be purchased. The commissioners court may award contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

(f) Notwithstanding any other requirement of this section, the commissioners court may condition acceptance of a bid on compliance with a requirement for attendance at a mandatory pre-bid conference under Section 262.0256.

(g) If after the award the successful bidder fails to qualify for required bonds, or is otherwise unable to meet the requirements of the award, the commissioners court may award the contract to the next bidder in order of ranking as lowest and best bid.

(h) Before a contract is awarded, a bidder must give written notice to the officer authorized to open bids that the bidder intends to protest an award of the contract under Subsection (c). This subsection does not limit the ability of a bidder to speak at a public meeting of the commissioners court under rules established by the court.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 416, Sec. 2, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 127, Sec. 1, eff. May 11, 1993; Acts 2001, 77th Leg., ch. 255, Sec. 2, eff. May 22, 2001.
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 10, eff. September 1, 2011.

Sec. 262.0271. CONSIDERATION OF HEALTH INSURANCE PROVIDED BY BIDDER.

(a) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 24, eff. September 1, 2011.

(b) In purchasing items under this chapter through a competitive bidding process, if a county receives one or more bids from a bidder who provides reasonable health insurance coverage to its employees and requires a subcontractor the bidder intends to use to provide reasonable health insurance coverage to the subcontractor's employees and whose bid is within five percent of the lowest and best bid price received by the county from a bidder who does not provide or require reasonable health insurance coverage, the commissioners court of the county may give preference to the bidder who provides and requires reasonable health insurance coverage.

(c) This section does not prohibit a county from rejecting all bids.

Added by Acts 2005, 79th Leg., Ch. 1299, Sec. 1, eff. September 1, 2005.
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 11, eff. September 1, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 24, eff. September 1, 2011.

Sec. 262.0275. SAFETY RECORD OF BIDDER CONSIDERED. In determining who is a responsible bidder, the commissioners court may take into account the safety record of the bidder, of the firm, corporation, partnership, or institution represented by the bidder, or of anyone acting for such a firm, corporation, partnership, or institution if:

(1) the commissioners court has adopted a written definition and criteria for

accurately determining the safety record of a bidder;

(2) the governing body has given notice to prospective bidders in the bid specifications that the safety record of a bidder may be considered in determining the responsibility of the bidder; and

(3) the determinations are not arbitrary and capricious.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 58(c), eff. Aug. 28, 1989.

Sec. 262.0276. CONTRACT WITH PERSON INDEBTED TO COUNTY. (a) By an order adopted and entered in the minutes of the commissioners court and after notice is published in a newspaper of general circulation in the county, the commissioners court may adopt rules permitting the county to refuse to enter into a contract or other transaction with a person who owes a debt to the county.

(b) It is not a violation of this subchapter for a county, under rules adopted under Subsection (a), to refuse to award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the county.

(c) In this section, "person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the county requiring approval by the commissioners court.

(d) In this section, "debt" includes delinquent taxes, fines, fees, and delinquencies arising from written agreements with the county.

Added by Acts 2003, 78th Leg., ch. 156, Sec. 2, eff. Sept. 1, 2003.
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 12, eff. September 1, 2011.

Sec. 262.028. LUMP-SUM OR UNIT PRICE METHOD. A purchase may be proposed on a lump-sum or unit price basis. If the county chooses to use unit pricing in its notice, the information furnished bidders must specify the approximate quantities estimated on the best available information, but the compensation paid the bidder must be based on the actual quantities purchased.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 262.029. TIME WARRANT ELECTION. If before the date tentatively set for the authorization of the issuance of time warrants applying to a contract covered by this subchapter or if before that authorization a petition signed by at least five percent of the registered voters of the county is filed with the county clerk protesting the issuance of the time warrants, the county may not issue the time warrants unless the issuance is approved at an election ordered and conducted in the manner provided for county bond elections under Chapter 1251, Government Code.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 2001, 77th Leg., ch. 1420, Sec. 8.291, eff. Sept. 1, 2001.

Sec. 262.0295. ALTERNATIVE MULTISTEP COMPETITIVE PROPOSAL PROCEDURE. (a) (1) If the county official who makes purchases for the county determines that it is impractical to prepare detailed specifications for an item to support the award of a purchase contract, the official shall notify the commissioners court of such determination.

(2) Upon a finding by the commissioners court that it is impractical to

prepare detailed specifications for an item to support the award of a purchase contract, after a notification of such determination by the county official who makes purchases for the county, the county official who makes purchases for the county may use the multistep competitive proposal procedure provided by this section.

(3) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 24, eff. September 1, 2011.

(b) Quotations must be solicited through a request for proposals. Public notice for the request for proposals must be made in the same manner as provided in the competitive bidding procedure, except that the notice may include a general description of the item to be purchased, instead of the specifications describing the item or a statement of where the specifications may be obtained, and may request the submission of unpriced proposals.

(c) On the date specified in the notice, the county official shall open the proposals and, within seven days after that date, solicit by mailed request priced bids from the persons who submitted proposals and who qualified under the criteria stated in the first solicitation.

(d) Within 30 days after the date the unpriced proposals are opened under Subsection (c), the county official shall present the priced bids to the commissioners court. The award of the contract shall be made to the responsible offeror whose bid is determined to be the lowest and best evaluated offer resulting from negotiation. All proposals and bids that have been submitted shall be available and open for public inspection after the contract is awarded.

(e) As provided in the request for proposals and under rules adopted by the commissioners court, discussion may be conducted with responsible offerors who submit priced bids determined to be reasonably susceptible of being selected for award. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submission and before award for the purpose of obtaining best and final offers.

Added by Acts 1989, 71st Leg., ch. 1250, Sec. 10, eff. Sept. 1, 1989.
Amended by:
Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 13, eff. September 1, 2011.
Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 24, eff. September 1, 2011.

Sec. 262.030. ALTERNATIVE COMPETITIVE PROPOSAL PROCEDURE FOR CERTAIN GOODS AND SERVICES. (a) Except for Subsection (d) of this section, the competitive proposal procedure provided by this section may be used for the purchase of insurance, high technology items, and the following special services:

(1) landscape maintenance;

(2) travel management; or

(3) recycling.

(b) Quotations must be solicited through a request for proposals. Public notice for the request for proposals must be made in the same manner as provided in the competitive bidding procedure. The request for proposals must specify the relative importance of price and other evaluation factors. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposals.

(c) If provided in the request for proposals, proposals shall be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of

negotiation. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

(d) A county in which a purchasing agent has been appointed under Section 262.011 or employed under Section 262.0115 may use the competitive proposal purchasing method authorized by this section for the purchase of insurance or high technology items. In addition, the method may be used to purchase other items when the county official who makes purchases for the county determines, with the consent of the commissioners court, that it is in the best interest of the county to make a request for proposals.

(e) As provided in the request for proposals and under rules adopted by the commissioners court, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submission and before award for the purpose of obtaining best and final offers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 59(d), eff. Aug. 28, 1989; Acts 1995, 74th Leg., ch. 464, Sec. 1, eff. Aug. 28, 1995; Acts 1995, 74th Leg., ch. 746, Sec. 3, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 62, Sec. 19.01(85), eff. Sept. 1, 1999.
Amended by:

Acts 2005, 79th Leg., Ch. 640, Sec. 1, eff. September 1, 2005.
Acts 2007, 80th Leg., R.S., Ch. 1272, Sec. 4, eff. September 1, 2007.
Acts 2007, 80th Leg., R.S., Ch. 1272, Sec. 5, eff. September 1, 2007.
Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 14, eff. September 1, 2011.

Sec. 262.0305. MODIFICATION AFTER AWARD. (a) After award of a contract but before the contract is made, the county official who makes purchases for the county may negotiate a modification of the contract if the modification is in the best interests of the county and does not substantially change the scope of the contract or cause the contract amount to exceed the next lowest bid.

(b) For the modified contract to be effective, the commissioners court must approve the contract.

Added by Acts 1989, 71st Leg., ch. 1250, Sec. 11, eff. Sept. 1, 1989.

Sec. 262.031. CHANGES IN PLANS AND SPECIFICATIONS. (a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

(b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 104, Sec. 1, eff. May 7, 1993; Acts 1993, 73rd Leg., ch. 891, Sec. 1, eff.

June 19, 1993; Acts 1995, 74th Leg., ch. 746, Sec. 4, eff. Aug. 28, 1995.

Sec. 262.032. BID OR PERFORMANCE BOND; PAYMENT UNDER CONTRACT. (a) If the contract is for the construction of public works or is under a contract exceeding $100,000, the bid specifications or request for proposals may require the bidder to 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 this state.

(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder or proposal offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds $50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253, Government Code.

(c) If the contract is for $50,000 or less, the county may provide in the bid notice or request for proposals that 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.

(d) A bidder or proposal offeror whose rates are subject to regulation by a state agency may not be required to furnish a performance bond or a bid bond under this section.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 59(e), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 109, Sec. 3, eff. Aug. 26, 1991; Acts 1991, 72nd Leg., ch. 696, Sec. 1, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 33, Sec. 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 76, Sec. 5.95(17), eff. Sept. 1, 1995.

Sec. 262.033. INJUNCTION. Any property tax paying citizen of the county may enjoin performance under a contract made by a county in violation of this subchapter.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 262.034. CRIMINAL PENALTIES. (a) A county officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 262.023. An offense under this subsection is a Class B misdemeanor.

(b) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 24, eff. September 1, 2011.

(c) A county officer or employee commits an offense if the officer or employee intentionally or knowingly violates this subchapter, other than by conduct described by Subsection (a). An offense under this subsection is a Class C misdemeanor.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1250, Sec. 12, eff. Sept. 1, 1989.
Amended by:
Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 15, eff. September 1, 2011.
Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 24, eff. September 1, 2011.

Sec. 262.036. SELECTION AND RETENTION OF INSURANCE BROKER. (a) Notwithstanding

any other provision in this chapter, a county may select an appropriately licensed insurance agent as the sole broker of record to obtain proposals and coverages for insurance that provides necessary coverage and adequate limits of coverage in all areas of risk, including public official liability, property, casualty, workers' compensation, and specific and aggregate stop-loss coverage for self-funded health care.

(b) The county may retain a broker of record selected under this section only on a fee basis paid by the county. A broker of record retained in this manner may not directly or indirectly receive any other remuneration, compensation, or other form of payment from any other source for the placement of insurance business under the broker of record contract.

(c) A broker of record retained under this section may not submit any insurance carrier proposal to the county or direct any county insurance business to an insurance carrier if the broker has a business relationship or proposed business relationship with the carrier, including an appointment, unless the broker first discloses the nature of that relationship or proposed relationship, in writing, to the county.

(d) A broker who violates this section is subject to any disciplinary remedy available under Chapter 82, Insurance Code, or Section 4005.102, Insurance Code, including license revocation and fine.

Added by Acts 2005, 79th Leg., Ch. 353, Sec. 1, eff. June 17, 2005.
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 16, eff. September 1, 2011.

Sec. 262.037. QUALIFICATION. An officer authorized to make a purchase on behalf of a county or a county department or office may not make any purchase until providing to the county judge a signed acknowledgment that the officer has read and understands this chapter. This section does not apply in a county that has appointed a purchasing agent under Subchapter B.

Added by Acts 2011, 82nd Leg., R.S., Ch. 285, Sec. 17, eff. September 1, 2011.

AI-45838 **Urban County 17. B.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Lupita V. Garcia **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of Amendment No.1 to the Professional Service Agreement with S & B Infrastructure, LTD. The original contract amount was $19,505.00 and will be increased by $4,874.00, for a total contract amount of $24,379.00, utilizing CDBG FY 19 (2006)Parks, Recreational Facility Improvements project funds.

BACKGROUND

S & B Infrastructure, LTD., submitted amendment #1 to their professional engineering service agreement for the Military Park Project The amendment will allow for the preparation of revised plans & specifications for the bidding process for the remaining items for the project development, to include Baseball/Football/Soccer Field, purchase and installation of landscaping and irrigation/sprinkler system. (Attached for review is amended Professional Services Agreement and Exhibit A-1)

Available Funds: $10,744.47 (2006-PARKS, RECREATIONAL FACILITY IMPROVEMENTS)

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/05/2014 11:07 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Olga Lerma Started On: 08/04/2014 04:55 PM

Final Approval Date: 08/08/2014

S&B INFRASTRUCTURE, LTD.

JUL 31 2014

June 29, 2014
S&B Job No.: U1983

Attn: Diana Serna
UCP Director
427 E. Duranta Ave, Suite 107
Alamo, TX 78516.

SUB: Amendment to Professional services agreement between Hidalgo County - Urban County Program and S&B Infrastructure Ltd to include additional bid phase services.

Project: La Joya Parks, Recreational Facilities.

Dear Diana:

S&BI is responding to your request to perform bidding for the City of La Joya Military Road Park Project. We request your consideration in amending the existing contract for additional services. S&BI will provide all deliverables according to the applicable/current requirements of the City of La Joya and/or reviewing agencies for providing the bid phase services. We request an increase of $4,874 to the contract amount to provide the services listed in Exhibit A-1 of the contract amendment.

Yours sincerely,

Reddy Kajuluri
Project Engineer
S&B Infrastructure Ltd.

EXHIBIT A-1

TO

First Amendment to Professional Services Agreement between Hidalgo County Precinct No.3 and S&B Infrastructure Ltd.

The **Engineer** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the **Project Services** required by this Agreement, except as otherwise specified in the agreement.

The **Engineer** will perform all work efforts and prepare all deliverables in accordance with the applicable/current requirements of the City of La Joya and/or reviewing agencies.

For the additional services listed below, it has become necessary to amend the Contract to incorporate additional services and increase the maximum amount payable by $4,874.

CONSTRUCTION CONTRACT SUPPORT. In general, this category includes engineering services during the construction of the Military Road Park, the services include one bid phase services for the project. If requested by the **Owner**, the **Engineer** is available to provide the following:

Construction Bidding
The **Engineer** is available to provide the following services in preparation of the construction bidding documents:

(1) The **Engineer** shall furnish to the **Owner** all necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E. All sets of plans in excess of 5 copies are to be paid for separately by the **Owner**.

(2) The **Engineer** shall assist the **Owner** in advertising for the construction contract.

(3) The **Engineer** shall assist the **Owner** in the opening and tabulation of bids for the construction contract, and recommend to the **Owner** as to the proper action on all bid proposals received.

Award of Construction Contract
The **Engineer** is available to assist the **Owner** in the preparation of formal contract documents for the award of construction contract.

City of La Joya

"Jewel of the Valley"

July 28, 2014

Urban County Program
Attn: Diana Serna, UCP Director
427 E. Duranta Avenue
Alamo, Texas 78516

RE: Military Park Project

Dear Ms. Garcia:

This letter is to acknowledge and support the amendment for S&B Infrastructure to the Military Park Project.

If you should require additional information or have any concerns regarding this matter, please contact us at 956-580-7001.

Sincerely,

Mike Alaniz, City Administrator

MA/jrs

Cc: Mayor Jose A. "Fito" Salinas & City Council
Antonio Barco, UCP Coordinator Director
Guadalupe Garcia, UCP Coordinator
Jose A. Constante, S&B Infrastructure

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN HIDALGO COUNTY-URBAN COUNTY PROGRAM AND S & B INFRASTRUCTURE, LTD.

This **AMENDMENT** to the AGREEMENT is made this **12TH day of August, 2014** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **S & B INFRASTRUCTURE, LTD.,** (the "ENGINEER").

WHEREAS, Engineer and County entered into a Professional Services Agreement dated July 24, 2012 by and between Hidalgo County and S & B Infrastructure, LTD., 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 revised plans & specs and re-bidding process for park construction. The Engineer had bid out the park project three times with no bids received. This will be the final attempt to bid the remaining construction of a Baseball/Football/Soccer field, landscaping and purchase and installation of irrigation/sprinkler system at Military Park, in La Joya, Texas.

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 COMMISSIONER'S COURT: _____

AI-45697 **Urban County 17. C.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Lupita V. Garcia **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Acceptance and approval of Amendment #1 to the Interlocal Cooperation Agreement between Hidalgo County and Hidalgo County Irrigation District No. 6 to improve Mile 2 North Road from Abram Road to La Homa Road to include a bridge over and across the Irrigation's main canal.

BACKGROUND

Amendment #1 to the interlocal agreement will allow for the extenstion of time for construction from 60 days to one year for the Mile 2 North Road to include all bridge work.

Attachments

Cooperation Agreement District No.6

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/25/2014 01:50 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Olga Lerma Started On: 07/25/2014 01:07 PM

Final Approval Date: 08/08/2014

FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 AND THE COUNTY OF HIDALGO

This First Amendment to Interlocal Cooperation Agreement between the Hidalgo County Irrigation District No. 6 and the County of Hidalgo (the "First Amendment") is entered into as of _____, 2014, by and between HIDALGO IRRIGATION DISTRICT NO. 6 ("Irrigation") and COUNTY OF HIDALGO, TEXAS ("County"), as an amendment to that certain Agreement defined below by and between Irrigation and County.

WITNESSETH:

WHEREAS, Irrigation and County previously entered into that certain Interlocal Cooperation Agreement between the Hidalgo County Irrigation District No. 6 and the County of Hidalgo on June 17, 2014 (the "Agreement");

WHEREAS, Paragraph 2 of the Agreement provides *"Irrigation, at the sole cost and expense of County, within sixty (60) days from the date of the last party to execute this Interlocal Cooperation Agreement will provide deeds to County of those certain parcels of real property which parcels of real property are required or have been required for expansion of the Road, construction of the Bridge and removal of the existing above ground canal. The descriptions of such parcels of real property are attached hereto as Exhibit H."*

WHEREAS, the Parties desire to amend the deadline for providing deeds by Irrigation as described in Paragraph 2 of the Agreement from sixty (60) days to one (1) year;

WHEREAS, Paragraph 3 of the Agreement provides *"County agrees to provide the cost of all engineering plans and specifications, the cost of all materials, labor and machinery either by its own forces or by third party contractor(s) required to expand the Road, construct the Bridge, remove the existing above ground irrigation canal and construct the Underground Line and the costs of any attorney's fees, not to exceed $1,500.00, and engineering expenses, not to exceed $1,000.00, incurred by Irrigation in connection with this Agreement."*

WHEREAS, the Parties desire to amend the cap on attorney's fees as described in Paragraph 3 of the Agreement from $1,500.00 to $1,800.00.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree to amend the Agreement.

1. Paragraph 2 of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

> Paragraph 2. Irrigation, at the sole cost and expense of County, within one (1) year from the date of the last party to execute this Interlocal Cooperation Agreement, will provide deeds to County of those certain parcels of real property which parcels of real property are required or have been required for expansion of the Road, construction of the Bridge and removal of the existing above ground canal. The descriptions of such parcels of real property are attached hereto as Exhibit H."

2. Paragraph 2 of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

> Paragraph 3. County agrees to provide the cost of all engineering plans and specifications, the cost of all materials, labor and machinery either by its own forces or by third party contractor(s) required to expand the Road, construct the Bridge, remove the existing above ground irrigation canal and construct the Underground Line and the costs of any attorney's fees, not to exceed $1,800.00, and engineering expenses, not to exceed $1,000.00, incurred by Irrigation in connection with this Agreement.

3. Miscellaneous.

a. Each of the parties hereto hereby represents that this First Amendment constitutes the valid, binding and enforceable obligation of such party and that execution, delivery and performance of the obligations of such party hereunder have been duly authorized by all necessary actions.

b. Other than as explicitly provided herein, nothing herein shall be deemed to amend or derogate in any manner from the terms and provisions of the Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date first written above.

IRRIGATION
Hidalgo County Irrigation District No. 6

By: _____
Oscar Garza, President

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Attest:

_____
Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

AI-45720 **Urban County 17. D.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Amanda V. Flores **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program (UCP) is requesting approval of Amendment No. 2 to a Professional Engineering Service Contract with Dos Logistics, Inc. The Amendment will increase the contract amount of $992,411.00 by $16,450, for a total amount of $1,008,861.00 and will include the following new services: Right of Way Parcel Plats and Metes and Bound for an additional 7 parcels for the Delta Area Connector/ East Lateral Project in Precinct No.1.

BACKGROUND

Urban County Program is requesting approval of Amendment No. 2 to a professional service contract approved on May 22, 2012. The original contract amount of $874,911.00 included the Engineering, Topographic Surveying, Geotechnical Surveying and Construction Management & Material Testing services for Pct. 1 Delta Area Connector/ East Lateral Project (GLO Contract No. 12-406-000-6453/DRS210068). Amendment No.1 which was approved at Commissioners' Court on May 14, 2013 included surveying for 50 parcels. Amendment No.2 will include services of Right of Way Plats and Metes and bounds for 7 additional parcels.

Original Contract Amount:	$874,911.00
Approved Amendment No. 1:	$117,500.00 ($2,350 X 50 parcels)
Amendment No. 2:	$16,450 ($2,350 X additional 7 parcels)
New Contract Amount:	$1,008,861.00
Amount Available:	$254,814

Attachments

Amendment No. 2 Services Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 03:16 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Olga Lerma Started On: 07/28/2014 01:50 PM

Final Approval Date: 08/08/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN HIDALGO COUNTY ACTING BY AND THROUGH THE HIDALGO COUNTY URBAN COUNTY PROGRAM AND DOS LOGISTICS, INC.

This Amendment to the Agreement is made this 12th day of August, 2014 by and between Hidalgo County, Texas (the "County") and DOS Logistics, Inc., (the "Engineer").

WHEREAS, Hidalgo County received funds from the Texas General Land Office (GLO) to be used for the completion of the Precinct No. 1 – Delta Area Connector /East Lateral project;

WHEREAS, Engineer and County entered into a Professional Services Agreement (the "Agreement") dated May 22, 2012 for engineering services for the Delta Area Connector;

WHEREAS, Amendment No. 1 added additional services for Engineer and increased the fee to the Engineer under the Agreement to $992,411.00;

WHEREAS, the Agreement now requires an amendment in order to add additional services for an additional seven (7) parcels of real property for Metes and Bounds and related survey information as required for parcels associated with the project; and

WHEREAS, the parties desire to amend the Agreement as herein after provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and 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-2, a copy of which is attached hereto.

2. The first sentence of Section 6.1 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

> The Engineer shall be paid a total fixed amount of $1,008,861.00 for services rendered under this contract.

3. 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.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain 7/25/2014
Stephen L. Crain

DOS LAND SURVEYING, LLC

Surveying Proposal

Client: Urban County

Project: Delta Area Connector_East Lateral Drain

Date: 7/24/2014

Scope of Work

Generate 7 additional Right of Way Parcels Plats and Metes and Bounds easements for the Delta lake Irrigation District, being PARCEL 2E, PARCEL 3E , PARCEL 4E, , PARCEL 5E located in Lot 32, Lot 43, Lot 50 and Lot 51 of the Delta Orchards Company Unit No 4, as recorded in Volume 6, Page 17 of the Map Records of Hidalgo County, and PARCEL 6E, PARCEL 7A-E and PARCEL 7E located in Lot 2, Block 101 and Lot 3, Block 101 of the Missouri-Texas Land Irrigation Company's Subdivision,

We propose to render the professional services as described in the Scope of Work in connection with the project named above. Upon acceptance of the proposed services and fees performance of the Scope of Work will begin. You will be contacted for any information necessary to perform the proposed services.

Item	Description		Fees
1	Scope of work as outlined above	$	16,450.00
2			
3			
4			
5			
		TOTAL $	16,450.00

Client acknowledges that it has selected Dos Land Surveying, LLC (DLS) to perform professional services in connection with the above Scope of Work and has solicited this Fee Proposal (PROPOSAL). The fee proposal presented herein is in response to such request. If accepted as indicated by the CLIENT's signature below, this proposal shall become an agreement and be effective as of the date indicated below between

Urban County **(CLIENT)**

and DLS (SURVEYOR). CLIENT retains SURVEYOR to perform the professional services in connection with the matter described above in Scope of Work.

CLIENT
Urban County

by: _____

Title: _____

SURVEYOR
Dos Land Surveying, LLC

Juan M Castillo 7-24-14

Juan M. Castillo., R.P.L.S.
Survey Manager
1002 East Exp 83
Weslaco, TX 78596
Ph (956) 968-8800
Fx (956) 447-8194

EXHIBIT A-2

PROJECT FEE ESTIMATE

CLIENT: Urban County
PROJECT: Delta Area Connector_East Lateral Drain
DATE: 7/24/2014

ID	ACTIVITY	HOURS						$			
		FIELD	TECH	SIT	RPLS	ADMIN	EXP	DIRECT SALARIES	DIRECT EXP @	INDIRECT EXP @	TOTAL
		154.37	75.19	90.29	185.22						
								-			-
								-			-
								-			-
	Subtotal	0	0	0	0			-	-	-	-
3. RIGHT OF WAY MAPPING											
	Generate 7 Parcel Plats & Metes and Bounds Descriptions							-	-	-	-
	@ $2350.00 per Parcel.							16,450.00	-	-	16,450.00
								-	-	-	-
								-	-	-	-
								-	-	-	-
								-	-	-	-
								-	-	-	-
	Subtotal	0	0	0	0	0		-	-	-	16,450.00
5. EXPENSES											
030	AS-BUILTS							-	-	-	-
990	CONTINGENCY							-	-	-	-
999	SUBTOTAL	0	0	0	0	0	0	-	-	-	
4. TOTAL		0	0	0	0	0	0	0	0	0	16,450.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/15/2014

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
RON ROBERTSON INSURANCE AGCY
7322 SW Frwy #1850
Houston, TX 77074

CONTACT NAME: Thomas Henrichsen
PHONE (A/C, No, Ext): (713) 771-6686 FAX (A/C, No): (713) 779-9410
E-MAIL ADDRESS: thomashenrichsen@aol.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Northfield Insurance	
INSURER B: Sentinel Insurance / Hartford	
INSURER C: Texas Mutual Insurance Company	
INSURER D: Evanston Insurance Company	
INSURER E: Tower National Insurance	
INSURER F: Travelers Insurance	

INSURED
Dos Logistics, Inc.
1002 East Expressway 83
Weslaco, TX 78596
956-968-8800

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			BA-2410ACR	10-28-13	10-28-14	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 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			61 UECK04021	08/20/13	08/20/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
E	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 25,000			6523-AZ23	10-28-13	10-28-2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			0001199185	05/18/13	05/18/14	[X] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D F	Professional E&O Valuable Papers			EED 0001028 QT6604226L899	10-28-13 06/29/2013	10-28-14 06/29/2014	$2,000,000 occurrence $ 100,000 Occurrence	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Hidalgo County is an additional insured with respects the General Liability and automobile liability policy(ies subject to policy terms, conditions, limitations and exclusions

CERTIFICATE HOLDER
HIDALGO COUNTY
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Ron Robertson

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FW: Amendment No.2 to Professional Service Agreement

From : Stephen L. Crain <scrain@atlashall.com> Fri, Jul 25, 2014 02:30 PM
Subject : FW: Amendment No.2 to Professional Service Agreement 1 attachment
To : 'Amanda Flores' <amanda.flores@co.hidalgo.tx.us>

Good Afternoon Amanda:

Please see the revised Amendment for Professional Services with Urban County and Dos Logistics. If you have any questions, please call our office.

Thank you,
Marynel Trevino, Secretary for Stephen L. Crain
Telephone no. 682.5501

From: Amanda Flores [mailto:amanda.flores@co.hidalgo.tx.us]
Sent: Thursday, July 24, 2014 2:33 PM
To: Steve Crain
Subject: Re: Amendment No.2 to Professional Service Agreement

Original Engineering Fee: 874,911.00
Amendment No. 1 : $992,411.00
Amendment No. 2 : 1,008,861.00 (992,411+16,450)

From: "Steve Crain" <scrain@atlashall.com>
To: "Amanda Flores" <amanda.flores@co.hidalgo.tx.us>
Sent: Thursday, July 24, 2014 2:31:22 PM
Subject: RE: Amendment No.2 to Professional Service Agreement

Is the engineer's fee after Amendment No. 1 and before the proposed Amendment No. 2 $ 992,411.00?

From: Amanda Flores [mailto:amanda.flores@co.hidalgo.tx.us]
Sent: Thursday, July 24, 2014 1:37 PM
To: Steve Crain
Subject: Re: Amendment No.2 to Professional Service Agreement

Mr. Crain,

AI-45793 **Urban County 17. E.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: P.R. Avila **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of Precinct No.3, is requesting approval of the first amendment to professional services contract with Leonel Garza Jr. & Associates for an additional six (6) months to complete the needed appraisals of parcels for the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068 project known as Penitas Drain.

BACKGROUND

The approval of contract was executed by Commissioner's Court on September 3, 2013 for One (1) year. New expiration date is March 15, 2015.

Account No. 6540-60-0100-5000-6000
Amount Available: $ 16,000.00

Approved as to form by legal counsel on 8/7/14.

Attachments

Services Contract Leonel Garza Jr Appraisal
amend.
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/01/2014 03:28 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Olga Lerma Started On: 07/31/2014 03:57 PM

Final Approval Date: 08/08/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made effective the **3rd** day of **September, 2013**, by and between Hidalgo County, Texas acting by and through **Urban County Program** ("hereinafter called the "Party") and **Leonel Garza Jr. and Associates** (hereinafter called the "Appraiser").

W I T N E S S E T H:

WHEREAS, the Party requires appraisal services for: The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within **Hidalgo County Precinct No. 3 for the Penitas Drain Project**; and

WHEREAS, the Party has received GLO funds from the Texas General Land Office to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, the Party has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the Party requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, the Party has selected the Appraiser to provide the review appraisal services

within Hidalgo County Precinct No. 1, in accordance to Exhibit "A", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to the Party **The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located** within **Hidalgo County Precinct No. 3 . In the event the Appraiser does not provide the fair market value appraisal 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 a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.**

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Non-Exclusive Services of Appraiser.** Party reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. **Term.** This Contract is for a period of one (1) year, effective **September 3, 2013,** and will expire **September 2, 2014** or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each "Purchase Order".

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the Party agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto

payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the Party 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, the Party shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The Party or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the Party or at other agreed upon locations.

6. Inspection of Work. The Party 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 Appraiser, or a subcontractor, the Appraiser 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 contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The Party retains the right to reject any such amendment proposed by the Appraiser unless the Party 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 contract period as specified.

If the Party finds it necessary to require changes in completed work because of errors made by the Appraiser, the Party shall require the Appraiser to correct the work at no cost to the Party and without amendment to the contract. If the changes are made at the request of the Party and are not due to errors of the Appraiser, the Party will reimburse the Appraiser 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 Appraiser shall promptly advise the Party in writing of events which have a significant impact upon the contract, including:

1. 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.

2. 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 contract, all documents prepared by the Appraiser or furnished to the Appraiser by the Party shall be delivered to and become the property of the Party. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the Party without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the Party under this contract.

10. Independent Contractor. Appraiser 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 Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser 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. Appraiser 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 Party may terminate this Contract 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. Appraiser 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, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of the Party.

14. Conflict. Nothing in this Contract 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 Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. No Waiver. No waiver by the Party of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or

representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the Party and Appraiser, and not otherwise.

17. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Hold Harmless. In the event Appraiser 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, Appraiser 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 Appraisers intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. 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 Contract, 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.

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

If to Party: Hidalgo County Urban County Program
Attention: Diana R. Serna
3304 West Alberta Road
Edinburg, Texas 78539

If to Appraiser: Leonel Garza Jr. and Associates
1419 Dove Avenue, Suite 1
McAllen, Texas 78504
Office (956) 687-7295

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.

21. 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 Contract.

22. Binding Contract. This Contract 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 contract.

23. Gender. All pronouns used in this Contract 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

24. Authority. The execution and performance of this Contract by the Party and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of the Party and Appraiser in accordance with its terms.

25. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Party under this Agreement, the Party may terminate this Agreement upon ninety (90) days written notice

to Company. The Party 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 (Vernon Supp. 1996).

WITNESS WHEREOF, the **Appraiser** and the **Party** have caused this **Agreement for Professional Services** to be effective as of the 5th day of September, 2013.

BY: _____
Leonel Garza III, State Certified Real Estate Appraiser

Firm Name:	**Leonel Garza Jr. and Associates**
Address:	**1419 Dove Avenue, Suite 1**
City/ST/ZIP:	**McAllen, Texas 78504**
FED ID #/SS #:	**74-2948770**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 5th day of September, 2013 by Leonel Garza, III of and on behalf of Leonel Garza Jr. & Associates LLC, (title)(a corporation)(a partnership)(a sole proprietorship).

ALMA OYERVIDES
MY COMMISSION EXPIRES
September 10, 2015

_____
Notary - Signature

County of Hidalgo Urban County Program:

_____
Witness

_____
Diana R. Serna, UCP Director

Approved as to Form:
Atlas, Hall, Rodriguez L.L.P.
By: Stephen L. Crain
on April 19, 2013

ATTACHMENTS:

EXHIBIT A	-REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET
EXHIBIT B	- BASIS FOR PAYMENT
EXHIBIT C	- CERTIFICATE OF INSURANCE

EXHIBIT "A"
REQUEST FOR QUALIFICATIONS (RFQ)
PROCUREMENT PACKET

EXHIBIT "B"

Basis for Payment

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final & Scope of Services For Appraisal Services

To:	Hidalgo County Urban County Program 3304 West Alberta Edinburg, Texas 78539	**From:**	Leonel Garza III, General Certified Appraiser
Fax:	(956) 318-2988	**Pages:**	2 Pages
Phone:	(956) 787-8127	**Date Submitted:**	August 15, 2013
Re:	Penitas Drain Project	**CC:**	Amanda V. Flores, Program Coordinator 1

Ms. Serna:
As per e-mail from Amanda V. Flores on August 15, 2013, our office is pleased to present our best and final offer proposal for appraising the various properties in connection with Acquisition of Land, Rights of Way, Easements, Condemnations Proceedings for properties located along what is known as the Penitas Drain located within Precinct No. 3, Hidalgo County. The appraisal reports shall be based on the Texas Department of Transportation Form A-6, A-5s & A-5 as required and confirmed during inspection of said tracts. Each report shall follow Senate Bill 18 (SB-18) as required by State Law. The following is an itemization of the Best & Final Cost of Services::

Appraisal Report Cost	**$2,000.00 Per Parcel** (4) Original Appraisal Reports Included
Additional Original Reports	**$ 50.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the client and or other agencies involved in the project.
Updated/Revised Reports	**$ 500.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the client prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.
Condemnation Hearing	**Hourly Rate = $ 150.00 Per Hour *(Plus Expenses)*** Hourly rate shall apply to any and all preparation time required for the condemnation hearing plus expenses.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour *(Plus Expenses)*** Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

August 15, 2013

SCOPE OF SERVICES

The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. Each property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project and other sources available to this firm. Listings along the respective projects shall also be reviewed in order to determine the current market asking price for property along the project.

Each appraisal shall be developed on a TxDOT A-5 or an A-6 and A-5s format as promulgated by the Texas Department of Transportation. Each report as of September 1, 2011 must comply with Texas State Senate Bill 18. Leonel Garza III has undergone the mandatory training thru the Texas Department of Texas Training on *Senate Bill 18 (SB-18)* and has included all changes associated with the new law in each report. Mr. Garza is fully aware of the magnitude of the Bill and the overall reporting and valuation effects of the Bill.

The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser shall continue the inspection off-site along the project. Once the appraisal has been concluded the report shall be delivered to the client, of which four (4) original copies shall be included in each appraisal packet. Once negotiations have begun, the appraiser shall be available to answer any questions or concerns by the property and assist the negotiator as needed. In the event a consensus cannot be made as to the market value, the appraiser shall be prepared to continue and prepare for condemnation proceedings of which will be billed at an additional cost. This service shall continue until all trial and or other court proceedings are concluded in the acquisition of the subject property.

If there are any questions or concerns or if any item needs clarification please call Leonel Garza III at (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax or email back once accepted. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
Please Sign Here Upon Acceptance

_____
Please Print Name

_____
Date of Acceptance

EXHIBIT "C"

Certificate of Insurance

LEONGAR-02 HEREN1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/17/2013

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
Shepard Insurance Agency
PO Box 4288
McAllen, TX 78502

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-3888 FAX (A/C, No): (956) 682-5650
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Ins Co, LTD	11000
INSURER B: State Automobile Mutual Ins Co	
INSURER C: Hartford Ins Co of the Midwest	37478
INSURER D: Berkley Assurance Company	
INSURER E:	
INSURER F:	

INSURED
Leonel Garza Jr & Associates LLC
1419 Dove Ave
Suite 1
McAllen, TX 78504

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: X POLICY PRO-JECT LOC			65SBATE2179	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		BAP 2325081 02	5/23/2013	5/23/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			65SBATE2179	5/18/2013	5/18/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
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		65WBCAE1721 01	1/11/2013	1/11/2014	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 Liabil	X		VUMB0034900	5/18/2013	5/18/2014	See Description	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Professional Liab: $1,000,000 ea wrongful Act/$1,000,000 Policy Aggregate
$7,500 Deductible per Claim

Scheduled vehicles: 2005/GMC Sierra/1GTEC14X15Z191568 and 2010 Toyota Thundra/5TFRM5F15AX011366

The General Liability policies includes a blanket automatic additional insrued endorsement (provision) that provides additional insured status to the certificate holder only when there is a wrriten contract between certificate holder that requires it or such status; The Geneal Liability & Business Atuo policy has a 30 day NOC;

CERTIFICATE HOLDER
Hidalgo County
2812 S. Highay Business 281
Edinburg, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This FIRST AMENDMENT to the PROFESSIONAL SERVICE CONTRACT by and between **Hidalgo County, Texas** acting by and through the **Urban County Program** ("Party") and **Leonel Garza, Jr., Associates** ("Appraiser") is entered into between the parties effective this ___ th day of August, 2014.

WHEREAS, Party and Appraiser entered into a Professional Services Contract dated September 3rd, 2013 in which Appraiser agreed to provide certain professional appraisal services for the Penitas Drain Project (the "Agreement");

WHEREAS, the Contract now requires amendment to extend the term of the Agreement; and

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, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Party and Appraiser agree to the following amendment to the Agreement:

1. The first sentence of numbered paragraph 3 is deleted in its entirety and the following is substituted in lieu thereof:

> This Contract is for a period of eighteen (18) months, effective September 3, 2013 and will expire on March 2, 2015 or unless sooner terminated as provided herein.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Party and Engineer ratify and confirm the terms and provisions of the Agreement, as amended.

EXECUTED effective as of the day and year first written above.

Leonel Garza, Jr. and Associates

_____

By: Leonel Garza, Jr
Its: _____

HIDALGO URBAN COUNTY PROGRAM

By: _____
Diana R. Serna, UCP Director

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Zimbra **patricio.avila@co.hidalgo.tx.us**

FW: Contract Extension for Professional Services Agreement

From : Stephen L. Crain <scrain@atlashall.com> Thu, Aug 07, 2014 08:12 AM
Subject : FW: Contract Extension for Professional Services Agreement 3 attachments
To : 'patricio.avila' <patricio.avila@co.hidalgo.tx.us>

Good Morning P.R.:

As per Mr. Crain, attached is the First Amendment for appraisal services for the Penitas Drain Project. If you have any questions, please call our office.

Thank you,
Marynel Trevino, Secretary for Stephen L. Crain
682.5501

From: P.R. Avila II [mailto:patricio.avila@co.hidalgo.tx.us]
Sent: Tuesday, August 05, 2014 2:44 PM
To: Steve Crain
Subject: Re: Contract Extension for Professional Services Agreement

Steve:

Attached, you will find a Professional Services Contract between Hidalgo County Urban County Program and Leonel Garza Jr. and Associates for appraisal services for the the GLO Penitas Drain Project. located in Pct. 3. We would like to amend this contract for an additional 6 months in order to complete the needed appraisals.

If you have any questions or need further information, I can be reached at 956-787-8127.

Thank you,

P.R. Avila II
Hidalgo County - Urban County Program
427 E. Duranta Ave.
Alamo, TX 78516
Telephone: (956) 787-8127
Fax: (956) 318-2988

AI-45794 **Urban County 17. F.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: P.R. Avila **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to rescind action taken by Hidalgo County Commissioner's Court on July 08, 2014 (Item 13-C. Al 45195) approval of Amendment No. 1 to the existing Land Surveying contract agreement with CVQ Land Surveying under the Texas General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068, Pct. 3 Penitas Drain Project.

BACKGROUND

Due to no Commissioner's Court on July 1, 2014, contract expired on July 5, 2014.

Account No. 6540-62-0100-5000-6000

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/01/2014 03:28 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Olga Lerma Started On: 07/31/2014 04:05 PM

Final Approval Date: 08/08/2014

AI-45795 **Urban County 17. G.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: P.R. Avila **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) (4) for professional surveying Services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) professional surveying firms from the County's approved "pool" as graded and evaluated by the Precinct No. 3, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-406-000-6453/DRS210068 Penitas Drain project.

Appraisal	Grade	Ranked
CVQ Land Surveying	98.33	1
DOS Land Surveying	91.33	2
R. Gutierrez Engineering	90.33	3

3. Authority to negotiate a professional surveying service contract with the No. 1 ranked firm of **CVQ Land Surveying** for the provision of **Professional Surveying Services** for the Precinct No.3 – Penitas Drain Project.

BACKGROUND

The three (3) Professional Surveying Services firms rated from the County's approved "pool" are: CVQ Land Surveying, DOS Land Surveying, and R. Gutierrez Engineering

Attachments

Professional Surveying Services Grid

Evaluation Criteria Services

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/01/2014 03:28 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Olga Lerma Started On: 07/31/2014 04:10 PM

Final Approval Date: 08/08/2014

Texas General Land Office Disaster Recovery Funds
Professional Surveying Services
Flood and Drainage Improvements
GLO Contract No. 12-406-000-6453
Grading-Ranking Grid

Criteria	CVQ Land Surveyors			DOS Land Surveying			R. Gutierrez Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Responsiveness	30	30	29	27	28	28	25	28	30
Firm Capabilities	45	45	42	40	39	41	38	39	42
Staffing	24	25	25	23	23	25	22	23	25
TOTALS	99	100	96	90	90	94	85	90	97
AVERAGES	**295÷3= 98.33**			**274÷3= 91.33**			**272÷3= 90.66**		
RATING	**1**			**2**			**3**		

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2014-007-12-11-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points: Has over 27 years experience.....references provided		TOTAL 30
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	5
➢ Ability to commence various re-quested projects simultaneously	5	5
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points: reputation for quality work and excellent service		TOTAL 45
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	9
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points: Organizational chart provided....highly qualified staff		TOTAL 24
Total Score		99

Project Name: Penitas Drain

Department: Pct. 3

Firm/Participant: CVQ

Evaluator: _____ Date: 7/17/2014

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2014-007-12-11-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	4
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	4
➢ Degree if Interest	5	4
Comments/Rationale For Points:		TOTAL 27
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	4
➢ Knowledge of area	5	4
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	4
➢ Current workload	5	5
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points:		TOTAL 40
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	9
➢ Key personnel	10	9
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 23
Total Score		90

Project Name: Penitas Drainage Project

Department: Pct. 3

Firm/Participant: Dos Land Surveying (DLS)

Evaluator: [signature] Date: 7/17/2014

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2014-007-12-11-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	4
➢ Understanding of Project	5	4
➢ List of references provided	5	4
➢ Clarity-Brevity	5	4
➢ Degree if Interest	5	4
Comments/Rationale For Points:		25 TOTAL
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	4
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	3
➢ Current workload	5	4
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points: firm established in 1998		38 TOTAL
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	9
➢ Key personnel	10	9
➢ Required discipline skills	5	4
Comments/Rationale For Points: biographies were included22		22 TOTAL
Total Score		85

Project Name: Penitas Drainage Project

Department: Pct. 3

Firm/Participant: R. Gutierrez Engineering Corporation

Evaluator: M. Monroy Date: 7/17/2014

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2014-007-12-11-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	4
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	4
➢ Degree if Interest	5	5
Comments/Rationale For Points: Meets most criteria, but must address thoroughness & Clarity-Brevity		TOTAL 28
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	3
➢ Quality services previously provided to Hidalgo County	5	3
➢ Current workload	5	5
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points: Meets most criteria but must address timeliness & Quality of work		TOTAL 39
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	9
➢ Key personnel	10	9
➢ Required discipline skills	5	5
Comments/Rationale For Points: Must address qualification of personnel & key personnel to do work		TOTAL 23
Total Score		90

Project Name: _____

Department: _____

Firm/Participant: Dos Land Surveying

Evaluator: Antonio Barco Date: 7-21-14

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2014-007-12-11-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	4
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	4
➢ Degree if Interest	5	5
Comments/Rationale For Points: Meets most criteria, but needs to address thoroughness and clarity - Brevity		TOTAL 28
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	3
➢ Quality services previously provided to Hidalgo County	5	3
➢ Current workload	5	5
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points: Meets most criteria, but needs to improve on Timeliness, Quality and other components		TOTAL 37
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	9
➢ Key personnel	10	9
➢ Required discipline skills	5	5
Comments/Rationale For Points: Needs to improve on quality of work, key personnel		TOTAL 23
Total Score		90

Project Name: _____

Department: _____

Firm/Participant: R. Gutierrez Engineering

Evaluator: Antonio Baeco Date: July 24, 2014

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2014-007-12-11-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 30
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	5
➢ Ability to commence various re-quested projects simultaneously	5	5
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 45
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 25
	Total Score	100

Project Name: _____

Department: _____

Firm/Participant: CVQ Land Surveyors

Evaluator: Antonio J ARCO Date: 7-21-14

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2014-007-00-00-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	4
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	4
➢ Degree if Interest	5	5
Comments/Rationale For Points: RFQ very well layed out		TOTAL 28
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	4
➢ Quality services previously provided to Hidalgo County	5	4
➢ Current workload	5	4
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points:		TOTAL 41
Unable to detect several items requested as per criteria; not included in SOQ		
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 25
Firm has performed work for Hidalgo County Drainage District		
Total Score		94

Project Name: Peñitas Drain Project in Pct. #3

Department: Urban County Program

Firm/Participant: DOS LAND SURVEYING

Evaluator: _____ Date: July 22, 2014

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2014-007-00-00-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points:		TOTAL 30
Meets criteria		
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	4
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points:		TOTAL 42
Firm meets Criteria as outlined		
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 25
Firm meets Criteria		
	Total Score	97

Project Name: Peñitas Drain Project in Pct. #3

Department: Urban County Program

Firm/Participant: R. Gutierrez Engineering

Evaluator: _____ Date: July 22, 2014

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2014-007-00-00-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	4
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points:		TOTAL 29
RFQ is well defined and descriptive good references		
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	4
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	4
➢ Ability to commence various re-quested projects simultaneously	5	5
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points:		TOTAL 42
Firm has very good references		
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 25
Firm meets Criteria		
Total Score		96

Project Name: Peñitas Drain Project in Pct. #3

Department: Urban County Program

Firm/Participant: CVQ Land Surveyors

Evaluator: _____ Date: July 22, 2014

AI-45796 **Urban County 17. H.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: P.R. Avila **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Approval of land acquisition of Parcel # 21 for the Delta Area Connector/ East Lateral Project (GLO 12-406-000-6453/DRS 210068).

BACKGROUND

Funding is from the Texas General land Office Grant Round 2.1, allocated for the Delta Area Connector/East Lateral Drainage Project.

Account No. 6540-62-0100-5000-6200
Amount Available: $ 5,000.00

Attachments

Delta Connector East Lateral

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/01/2014 03:28 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Olga Lerma Started On: 07/31/2014 04:30 PM

Final Approval Date: 08/08/2014

ESCOBEDO TIPPIT & CARDENAS LLP
ATTORNEYS AT LAW

July 24, 2014

VIA TELECOPIER: (956) 682-0566
Mr. Dan Rios
RGV Right-of-Way Services, LLC
P.O. Box 720431
McAllen, Texas 78504

Re: Delta Area Connector/East Lateral
Drainage Improvement Project
Parcel #21
GLO# 12-406-000-6453/DRS 210068
Parcel Owner: William and June Pracht

Dear Dan:

We are in receipt of your offer of $5,000. My client has authorized me to accept your offer of $5,000 for the drainage district project easement.

Very truly yours,

ESCOBEDO, TIPPIT & CARDENAS, LLP

Luis M. Cardenas

LMC:en

Joe Escobedo, Jr. *
John L. Tippit*
Luis Cardenas*
Sara L. Tippit, *Of Counsel*

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3900 N. 10th Street, Suite 950
McAllen, Texas 78501

AI-45912 **Elections Administration 18. A.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration and authority for the County Judge to Order the November 04, 2014 General Election

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact

Attachments

ORDER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/08/2014 09:03 AM
Manuel Chapa	Manuel Chapa	08/08/2014 09:58 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Erika Reyna Started On: 08/07/2014 03:32 PM

Final Approval Date: 08/08/2014

AW1-1
Prescribed by Secretary of State
Sections 3.004, 3.006, 85.004, Texas Election Code
3/07

ORDER OF GENERAL ELECTION
(ORDEN DE ELECCION GENERAL)

An election is hereby ordered to be held on November 4 (date), 20 14, in Hidalgo County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution.

(Por la presente se ordena que se lleve a cabo una elección el día 4 de Noviembre, 20 14, en el Condado de Hidalgo, Texas, con el propósito de elegir los siguientes oficiales del condado y del precinto como requerido por el Articulo XVI, Sección 65, de la Constitución de Texas.)

(List Offices) *(Enúmere los puestos oficiales)*

District Attorney (Procurador del Distrito), County Judge (Juez del Condado), Judge,County Court-at-Law (Juez, Corte de Ley del Condado), Judge,County Probate Court (Juez, Corte Testamentaria del Condado), District Clerk (Secretario del Distrito), County Clerk (Secretario del Condado), County Treasurer (Tesorero del Condado), County Commissioners, Precincts 2 & 4 (Comisionado del Condado, Precintos 2 y 4), Justices of the Peace (Juez de Paz), Constable (Alguacil)

Early voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

List Attached
(location) *(sitio)*

Recommended but not required

between the hours of 7 a.m. and 7 p.m. beginning on October 20, 2014 (date)
(entre las 7 de la mañana y las 7 de la tarde empezando el 20 de Octubre del 2014 (fecha))
and ending on October 31, 2014 (date). *(y terminando el 31 de Noviembre del 2014 (fecha))*

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Yvonne Ramón, Hidalgo County Elections Administrator
(Name of Early Voting Clerk)
(Nombre del Secretario de la Votación Adelantada)

101 South 10 Ave.
(Address) *(Dirección)*

Edinburg, TX 78539
(City) *(Ciudad)* (Zip Code) *(Zona Postal)*

Applications for ballots by mail must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el:)

October 24, 2014.
(date) *(fecha)*

Issued this the 12 day of August, 20 14.

(Emitada este día 12 de Agosto, 20 14.)

Signature of County Judge *(Firma del Juez del Condado)*

Early Voting Sites / Casillas para el Voto Adelantado

Sgt. Fernando de la Rosa Library	416 N Tower Rd., Alamo, TX
Alton City Hall	509 S. Alton Blvd., Alton, TX
Amigos Del Valle	1408 Silver Ave., Donna, TX
Edcouch Fire Station	200 WE. Santa Rosa Ave., Edcouch, TX
Elections Annex Building	317 N. Closner, Edinburg, TX
UTPA Student Union Building	1201 W University, Edinburg, TX
Elsa Fire Station	216 E. 4th Street, Elsa, TX
Hidalgo City Hall	704 E. Texano, Hidalgo, TX
La Joya Youth Service Center	624 Salomon Chapa, La Joya, TX
La Villa Administration Office	500 E. 9th Street, La Villa, TX
Lark Community Center	2601 Lark Ave., McAllen, TX
McAllen Public Library	4001 N 23rd Street, McAllen, TX
Palmer Pavillion	301 E. Hackberry, McAllen, TX
Palmview Community Center	3401 Jordan Ave., McAlen, TX
Mercedes Civic Center	530 W 2nd Street, Mercedes, TX
Mission City Hall	1201 E. 8th Street, Mission, TX
Boys and Girls Club @ Bannworth Park	1822 N. Shary Rd.m Mission, TX
Monte Alto Community Center	25149 1st Street, Monte Alto, TX
Church of Christ	1410 E. 3 Mile Rd., Palmhurst, TX
County Commissioner Pct. 3 Office	724 N. Breyfogle Rd., Palmview, TX
Meeting Room Annex	1320 S. Main Street, Penitas, TX
Jose "Pepe" Salinas Center	1011 W Kelly, Pharr, TX
Las Milpas Community Center	7107 S. Cage Blvd., Pharr, TX
Valley View 5th Grade Campus	9701 S. Jackson Rd., Pharr, TX
Progreso Community Center	510 FM 1015, Progreso, TX
San Juan Fire Station #2	2301 N Raul Longoria, San Juan, TX
Sullivan Fire Station	500 Cenizo, Sullivan City, TX
Business Visitor & Event Center	275 S. Kansas, Weslaco, TX

AI-45913 **Elections Administration 18. B.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and authority for the County Judge to Order a Special Election on November 04, 2014 for election of the Hidalgo County Sheriff and Hidalgo County Constable Pct. #4

BACKGROUND

Attachments

order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/08/2014 03:26 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Erika Reyna Started On: 08/07/2014 03:34 PM

Final Approval Date: 08/08/2014

AW 1-8
Prescribed by Secretary of State
Sections 4.004, 83.010, 85.004, 85.007, Texas Election Code
9/2009

NOTICE OF SPECIAL ELECTION
(AVISO DE ELECCION ESPECIAL)

To the registered voters of the County of Hidalgo , Texas:

(A los votantes registrados del Condado de Hidalgo *, Texas:)*

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on November 4, 20 14 , for voting in a special election to elect a Sheriff and Constable (Pct. 4)

(Notifíquese, por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 4 de Noviembre *de 20* 14 *para votar en la Elección Especial para* Sherife y Aguacil (Pct. 4)

On Election Day, voters must vote in their precinct where registered to vote.
(El Día de Elección, los votantes deberán votar en su precinto donde están inscritos para votar.)

Location of Election Day Polling Places Include Name of Building and Address *(Ubicación de las casillas electorales el Día de Elección)* *(Incluir Nombre del Edificio y Dirección)*	Precinct Number(s) *(Número de precinto)*
*list attached	

For early voting, a voter may vote at any of the locations listed below:
(Para Votación Adelantada, los votantes podrán votar en cualquiera de las ubicaciones nombradas abajo.)

Locations for Early Voting Polling Places Include Name of Building and Address *(Ubicación de las casillas electorales de votación adelantada)* *(Incluir Nombre del Edificio y Dirección)*	Days and Hours of Operation *Días y Horas Hábiles*
*list attached	

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas de votación adelantada por correo deberán enviarse a:)

Yvonne Ramón, Elections Administrator
(Name of Early Voting Clerk)
(Nombre del Secretario de la Votación Adelantada)

101 South 10th Ave.
(Address) *(Dirección)*

Edinburg, TX 78539
(City) *(Ciudad)* (Zip Code) *(Código Postal)*

Applications for ballots by mail must be received no later than the close of business on: October 24, 2014
(Las solicitudes para boletas de votación adelantada por correo deberán recibirse para el fin de las horas de negocio el: 24 de Octubre de 2014 *)*

Issued this the 12th day of August, 20 14
(Emitida este día 12 *de* Agosto*, 20* 14 *)*

Signature of County Judge *(Firma del Juez del Condado)*

AI-45840 **Elections Administration 18. C.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration and acceptance of the petition for the creation of a countywide Hospital District with taxing authority.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/08/2014 08:59 AM
Manuel Chapa	Manuel Chapa	08/08/2014 10:31 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Erika Reyna Started On: 08/05/2014 09:23 AM

Final Approval Date: 08/08/2014

AI-45955 **Elections Administration 18. D.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Erika Reyna **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and authority for the County Judge to Order the November 04, 2014 Election on the creation of a countywide Hospital District for Hidalgo County under Chapter 1122 of the Special District Local Laws Code.

BACKGROUND

Attachments

order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/08/2014 03:28 PM
Manuel Chapa	Manuel Chapa	08/08/2014 04:53 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Monica Badillo Started On: 08/08/2014 03:24 PM

Final Approval Date: 08/08/2014

ORDER OF ELECTION ON THE CREATION OF A COUNTY HOSPITAL DISTRICT FOR HIDALGO COUNTY

WHEREAS, under Chapter 1122 of the Texas Special Districts Local Laws Code , the County of Hidalgo may create a countywide Hospital District to furnish medical aid to the indigent persons residing in the District; and,

WHEREAS, if created, the Hospital District funds will be used for indigent healthcare in Hidalgo County, for the new UTRGV Medical School, and to obtain federal /state matching funds for healthcare services; and,

WHEREAS, under Chapter 1122 of the Texas Special Districts Local Laws Code, the Hospital District may be created only if the creation is approved by a majority of the qualified voters of the county in which the proposed District is to be located who vote in an election called and held for that purpose; and

WHEREAS, under Chapter 1122 of the Texas Special Districts Local Laws Code, the County Commissioners Court shall order a creation election on the presentation of a petition for a creation election signed by at least fifty (50) voters of the county; and,

WHEREAS, on this 12th day of August, 2014, a petition has been presented to the Hidalgo County Commissioners' Court for the creation of a countywide Hospital District with taxing authority in Hidalgo County; and,

WHEREAS, the petition to create a countywide Hospital District was signed by at least fifty (50) qualified property tax paying voters of the county, thus satisfying the requirements of Chapter 1122 of the Texas Special Districts Local Laws Code; and,

WHEREAS, the Elections Voters Registrar's Office has reviewed and verified the petition and has found that the petition conforms to the requirements of Chapter 1122 of the Texas Special Districts Local Laws Code.

NOW, THEREFORE, having found the facts set out above in the preamble of this Order to be true and correct, the Hidalgo County Commissioners' Court hereby orders the following:

1. **Special Election**

   The Special Election on the creation of a countywide Hospital District shall be held on Tuesday, November 4, 2014, which is 84 days or more days from the date of the issuance of this Order (the "Order") to consider the question of whether to create a countywide Hospital District with taxing authority in Hidalgo County and to levy a tax not to exceed seventy-five ($.75) on each One Hundred Dollars ($100.00) of the taxable value of property taxable by the Hospital District.

DRAFT

The election shall be held within and throughout Hidalgo County, and all residents, qualified voters of the county shall be entitled to vote in the election.

The hours during which the polling places are to be open on Election Day are from 7:00 am to 7:00 pm.

2. County Election Precincts and Polling Places

Voting in the election shall be conducted within and throughout Hidalgo County at those election day polling places designated by the Hidalgo County Commissioners' Court for the November 4, 2014 Election, such sites listed in Attachment A attached hereto and incorporated herein at this point for all purposes.

3. Ballots

Voting in the election for the proposition shall be by use of an electronic voting system, which is to display the ballots in both English and Spanish and which shall conform to the requirements of the Texas Election Code.

The electronic voting system used in the election shall have displayed thereon the following ballot:

OFFICIAL BALLOT

Place an [X] in the square beside the statement indicating the way you wish to vote.

PROPOSITION

The creation of the Hidalgo County Hospital District, providing for the imposition of an ad valorem tax at a rate not to exceed 75 cents on each $100 valuation on all taxable property in the district.

[ ] FOR

[ ] AGAINST

PROPOSICION

La creacion de el Distrito de Hospital de el Condado Hidalgo, e imponer un impuesto que no exceda 75 centavos en cada $100 del valor imponible de propiedades en cuales el distrito podra imponer impuestos.

[ ] A FAVOR

[ ] EN CONTRA

DRAFT

4. Oral Assistance

Voter assistance will be given in accordance with the Election Code. Any person requiring voter assistance should contact the presiding judge of the election precinct in which the person is voting, or the early voting clerk.

The Hidalgo County Elections Department will be responsible for the preparation of instructions, ballots and other materials pertinent to the election.

5. Election Judges and Clerks

The presiding election Judges and alternate presiding election judges shall be those persons appointed in accordance with Sections 32.001, 32.002 of the Texas Election Code.

6. Early Voting

Early voting by personal appearance in the election shall occur on each weekday of the early voting period beginning on October 20, 2014 and ending on October 31, 2014, between the hours of 7:00 am to 7:00 pm, except for Sunday, October 26, 2014 when the hours are 10:00 am to 3:00 pm.

7. Election

A. The election will be conducted in accordance with the provisions of the Texas Election Code.
B. On election night, the election officer shall prepare the final report setting forth election returns for the election; and, the election officer shall present such report to the Hidalgo County Commissioners' Court for canvass of the election.

8. Mail in Ballots

a. Applications for ballot by mail shall be mailed to:

Yvonne Ramon, Hidalgo County Elections Administrator (Early Voting Clerk)

101 South 10th Avenue

Edinburg, TX 78539

Applications for ballots by mail must be received no later than the close of business on October 24, 2014.

9. Canvass of Election

DRAFT

The returns for the election shall be canvassed by the Hidalgo County Commissioners' Court as prescribed by Chapter 67 of the Election Code.

10. Governing Law

This Order shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Texas and the United States of America.

11. Severability

If any provision of this Order shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions of the Order shall nevertheless remain valid, legal, and enforceable.

12. Effective Date

This Order is effective immediately upon its approval.

PASSED, APPROVED, and ORDERED on this the 12th day of August, 2014.

[Insert Signature Lines]

DRAFT

AI-45726 **Elections Administration 18. E.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion, consideration and approval for the commencement of a partnership between the Hidalgo County Election's Department and the Advocacy Alliance Center of Texas (AACT) to launch a pilot program that will dedicate a mobile voting unit during early voting to the following school districts:
1. Edinburg CISD (Edinburg North HS, Economedes HS, Edinburg HS, Robert Vela HS)
2. McAllen ISD (McAllen HS, Memorial HS, Nikki Rowe HS)
3. PSJA ISD (PSJA HS, PSJA North HS, PSJA Memorial HS)
4. IDEA Academy (Headquarters)

The pilot program will launch during the November 4, 2014 General Election. The program will continue to add 1-2 additional school districts yearly during the November General Election until 100% of Hidalgo County's school districts are participating.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:**

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

BUDGETARY IMPACT:

Attachments

Pilot Mobile Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 04:47 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Amanda Valdez Started On: 07/29/2014 09:33 AM

Final Approval Date: 08/08/2014

Mobile Unit #3		
Date:	DOW:	Location:
8/20/2014	Monday	PSJA North High School - 500 E Nolana Loop, Pharr
8/21/2014	Tuesday	PSJA Memorial High School - 800 S Alamo Road, Alamo
8/22/2014	Wednesday	PSJA High School - 805 W Ridge Road, San Juan
8/23/2014	Thursday	Robert Vela High School - 801 E Canton, Edinburg, 78539
8/24/2014	Friday	J Economedes High School - 1414 N Alamo Rd., Edinburg, 78541
8/25/2014	Saturday	CLOSED
8/26/2014	Sunday	CLOSED
8/27/2014	Monday	Edinburg North High School - 3101 N Closner Bld, Edinburg, 78541
8/28/2014	Tuesday	McAllen High School - 2021 La Vista Ave., McAllen, 78501
8/29/2014	Wednesday	Memorial High School - 101 E Hackberry St., McAllen, 78501
8/30/2014	Thursday	Rowe High School - 2101 N Ware Road, McAllen, 78501
8/31/2014	Friday	IDEA Quest - 14001 N Rooth Rd., Edinburg, 78541

AI-45753 **Elections Administration 18. F.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract Services between Hidalgo County and the City of Progreso for their Special Election to be held on August 9, 2014.

BACKGROUND

One (1) original of Contract for Election Services.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 7/30/14, the City of Progreso owes the Hidalgo County Elections Dept. any outstanding balance of $19,366.06. The City of Progreso has been making monthly payments to reduce their balance.

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/07/2014 10:29 AM
Obdett Calzada	Obdett Calzada	08/08/2014 10:47 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Amanda Valdez Started On: 07/30/2014 03:26 PM

Final Approval Date: 08/08/2014

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF PROGRESO**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **August 9, 2014**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **August 9, 2014**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **August 9, 2014**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:
(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(J) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(K) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the

County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Frank Alaniz
City Secretary
City of Progreso
PO Box 699
Progreso, TX 78579

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 29th day of July, 2014

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

CITY OF PROGRESO
ENTITY

BY: Alfredo Espinosa

PRINT: ALFREDO ESPINOSA

TITLE: CITY MANAGER

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ATTEST

BY: Lizett Villarreal

PRINT: Lizett Villarreal

TITLE: City Secretary

ELECTIONS ADMINISTRATOR

BY: Yvonne Ramón
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

2014 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Progreso **DATE: August 9, 2014**

	Coding Services for iVotronic	Price	Quantity	Total
A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	12	$120.00
F	Election Media per Polling Location(s)	$100.00	2	$200.00
G	iVotronic Voting Machine(s)	$150.00	6	$900.00
G	ADA iVotronic Voting Machine(s)	$150.00	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	$550.00	1	$550.00
			Total iVotronic Coding Charges	$2,550.00

	Electronic Poll Book (VoteSafe)	Price	Quantity	Total
A	Voter Registration Database Access (Per Day)	$100.00	11	$1,100.00
B	Laptop Rental (includes Bar Code Scanner/Dymo Printer)	$150.00	2	$300.00
C	Printer Labels (per vote)	$0.03	2953	$88.59
D	Username/Password - Per Polling Location	$20.00	2	$40.00
			Total Electronic Poll Book Charges	$1,528.59

	Supplies	Price	Quantity	Total
	Early Voting Combination Forms	$0.55	75	$41.25
	Election Day Combination Forms	$0.55	75	$41.25
	Election Judge Kit for Early Voting	$35.00	1	$35.00
	Election Judge Kit for Election Day	$35.00	1	$35.00
	Polling Location Map(s)	$17.00	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	100	$20.00
			Total Supplies Charges	$206.50

	Mail & Ballot Service	Price	Quantity	Total
	Mail-in-Ballot Applications	$0.25	700	$175.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	250	$100.00
	Mail-in-Ballots Kit(s) per request	$2.00	150	$300.00
	Postage Mail-in-Ballots (per request)	$0.61	150	$91.50
	Correspondence Postage	$0.46	1	0.46
			Total Mail & Ballot Service Charges	$666.96

	Advertisements/Notices	Price	Quantity	Total
	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00

	Polling Location Rental Fees	Price	Quantity	Total
			0	$0.00
			Total Polling Location Rental Charges	$0.00

	Payroll for Training and Election Poll Workers	Price	Total
	Payroll for Early Voting Employees	$4,949.50	$4,949.50
	Payroll for Election Day Employees	$858.00	$858.00
		Total Payroll Charges	$5,807.50

	Payroll for Ballot Board	Price	Quantity	Total
	Ballot Board	$200.00	1	$200.00
			Total Ballot Board Charges	$200.00

	Canvass Reports	Price	Quantity	Total
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	$35.00	5	$175.00
			Total Canvass Report Charges	$175.00

	Insurance	Hourly rate	Workers	Hours wrk	Total
	Liability insurance for Early Voting Supervisors	$ 9.00	1	100.5	$1.81
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 8.00	6	603	$57.89
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 9.00	1	17	$0.31
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 8.00	6	102.5	$9.84
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$69.84

	Cell Phones	Price	Quantity	Total
	Verizon Wireless phone	$17.52	1	$17.52
			Total Cell Phone Charges	$17.52

	Subtotal	$13,021.91
	Administrative Fees (10%)	$1,302.19
	ESTIMATED GRAND TOTAL	$14,324.10

AI-45821 **Elections Administration 18. G.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion, consideration and approval of Early Voting Mobile Sites for the November 4, 2014 General Election.

BACKGROUND

Attachments

1

2

3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/04/2014 11:23 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Amanda Valdez Started On: 08/01/2014 03:54 PM

Final Approval Date: 08/08/2014

Hidalgo County Elections

NOVEMBER 4, 2014

GENERAL ELECTION

MOBILE #1

EARLY VOTING SCHEDULE

DAY	DATE	HOURS	LOCATION
Monday	Oct. 20, 2014	**8:00a.m. to 5:00p.m.**	**Hidalgo County Court House** *100 N. Closner Edinburg, TX*
Tuesday	Oct. 21, 2014	**7:30a.m. to 12:30p.m.**	**Edinburg City Hall** *415 W. University Dr. Edinburg, TX*
		1:30p.m. to 6:30p.m.	**Magic Valley Electric Coop** *2910 W. Monte Cristo Rd Edinburg, TX*
Wednesday	Oct. 22, 2014	**7:00a.m. to 7:00p.m.**	**County Commissioner Pct. #1 Office** *1902 Joe Stephens Ave. Ste. 101 Weslaco, TX*
Thursday	Oct. 23, 2014	**7:00a.m. to 7:00p.m.**	**STC Pecan Campus** *3201 W. Pecan Blvd. McAllen, TX*
Friday	Oct. 24, 2014	**7:00a.m. to 7:00p.m.**	**Mission Regional Hospital** *900 S. Bryan Rd Mission, TX*
Saturday	Oct. 25, 2014	**7:00a.m. to 7:00p.m.**	**TLC Pharmacy & Medical Equipment** *1242 E. Business Hwy 83 Ste. 7 Mission, TX*
Sunday	Oct. 26, 2014	**10:00a.m. to 3:00p.m.**	**San Juan Shrine** *400 N. Virgen de San Juan Blvd. San Juan, TX*
Monday	Oct. 27, 2014	**8:00a.m. to 5:00p.m.**	**Hidalgo County Court House** *100 N. Closner Edinburg, TX*
Tuesday	Oct. 28, 2014	**7:00a.m. to 7:00p.m.**	**STC Mid Valley Campus** *400 N. Border Weslaco, TX*
Wednesday	Oct. 29, 2014	**7:00a.m. to 7:00p.m.**	**Knapp Medical Center Hospital** *1401 E. 8th St Weslaco, TX*
Thursday	Oct. 30, 2014	**7:00a.m. to 7:00p.m.**	**STC NAH Campus** *1101 E. Vermont McAllen, TX*
Friday	Oct. 31, 2014	**8:00a.m. to 5:30p.m.**	**Hidalgo Co. "New" Administration** *2800 S. Business Hwy 281 Edinburg, TX*

Draft

CALL (956) 318-2570 FOR GENERAL INFORMATION

Hidalgo County Elections Department, 101 South 10th Ave. Edinburg, TX. (Commissionerôs Court Approval-Pending)

Hidalgo County Elections

NOVEMBER 4, 2014

GENERAL ELECTION

MOBILE #2

EARLY VOTING SCHEDULE

DAY	DATE	HOURS	LOCATION
Monday	Oct. 20, 2014	**7:00a.m. to 7:00p.m.**	**STC Pecan Campus** *3201 W. Pecan McAllen, TX*
Tuesday	Oct. 21, 2014	**7:00a.m. to 7:00p.m.**	**Doctors Hospital at Renaissance** *5501 S. McColl Rd Edinburg, TX*
Wednesday	Oct. 22, 2014	**7:00a.m. to 12:30p.m.**	**Ochoa's Pharmacy** *1002 S. 10th Ave. Ste. A Edinburg, TX*
		1:30p.m. to 7:00p.m.	**Ochoa's Pharmacy** *301 Conquest Edinburg, TX*
Thursday	Oct. 23, 2014	**7:00a.m. to 12:30p.m.**	**Rio Grande Regional Hospital** *101 E. Ridge Rd. McAllen, TX*
		1:30p.m. to 6:30p.m.	**McAllen Medical Center Hospital** *301 W. Expressway 83 McAllen, TX*
Friday	Oct. 24, 2014	**7:00a.m. to 7:00p.m.**	**Lone Star National Bank** *520 E. Nolana Ave. McAllen, TX*
Saturday	Oct. 25, 2014	**7:00a.m. to 7:00p.m.**	**Lee's Pharmacy North Store** *5120 N. 10th St. McAllen, TX*
Sunday	Oct. 26, 2014	**10:00a.m. to 3:00p.m.**	**Our Lady of Sorrows** *1108 W. Hackberry McAllen, TX*
Monday	Oct. 27, 2014	**7:30a.m. to 12:30p.m.**	**Co. Comm. Pct. #4 Office** *1051 N. Doolittle Rd. Edinburg, TX*
		1:30p.m. to 7:00p.m.	**Edinburg Regional/ Children's Hospital** *1102 W. Trenton Rd. Edinburg, TX*
Tuesday	Oct. 28, 2014	**7:00a.m. to 7:00p.m.**	**Doctors Hospital at Renaissance** *5501 S. McColl Rd Edinburg, TX*
Wednesday	Oct. 29, 2014	**7:30a.m. to 12:30p.m.**	**Hidalgo County Health Dept.** *1304 S. 25th Ave Edinburg, TX*
		1:30p.m. to 6:30p.m.	**South Texas Behavioral Health** *2102 W. Trenton Rd. Edinburg, TX*
Thursday	Oct. 30, 2014	**7:30a.m. to 12:30p.m.**	**Co. Commissioner Pct. #2** *300 W. Hall Acres Rd. Pharr, TX*
		1:30p.m. to 7:00p.m.	**IBC Bank** *1 S Broadway Street McAllen, TX*
Friday	Oct. 31, 2014	**7:30a.m. to 12:30p.m.**	**McAllen Heart Hospital** *1900 S. "D" St. McAllen, TX*
		2:00p.m. to 7:00p.m.	**Cornerstone Regional Hospital** *2302 Cornerstone Blvd. Edinburg, TX*

CALL (956) 318-2570 FOR GENERAL INFORMATION

Hidalgo County Elections Department, 101 South 10th Ave. Edinburg, TX. (Commissioner's Court Approval-Pending)

DRAFT

Hidalgo County Elections

NOVEMBER 4, 2014
GENERAL ELECTION
MOBILE #3
EARLY VOTING SCHEDULE

DAY	DATE	HOURS	LOCATION
Monday	Oct. 20, 2014	**7:00a.m. to 6:00p.m.**	**PSJA North High School** *500 E. Nolana Loop Pharr, TX*
Tuesday	Oct. 21, 2014	**7:00a.m. to 6:00p.m.**	**PSJA Memorial High School** *800 S. Alamo Rd. Alamo, TX*
Wednesday	Oct. 22, 2014	**7:00a.m. to 6:00p.m.**	**PSJA High School** *805 W. Ridge Rd. Pharr, TX*
Thursday	Oct. 23, 2014	**7:00a.m. to 6:00p.m.**	**Robert Vela High School** *801 E. Canton Edinburg, TX*
Friday	Oct. 24, 2014	**7:00a.m. to 6:00p.m.**	**J Economedes High School** *1414 N. Alamo Rd. Edinburg, TX*
Saturday	Oct. 25, 2014	**7:00a.m. to 7:00p.m.**	**Richard's Pharmacy** *1112 E. Griffin Parkway Mission, TX*
Sunday	Oct. 26, 2014	**10:00a.m. to 3:00p.m.**	**San Juan Shrine** *400 N. Virgen de San Juan Blvd. San Juan, TX*
Monday	Oct. 27, 2014	**7:00a.m. to 6:00p.m.**	**Edinburg North High School** *3101 N. Closner Edinburg, TX*
Tuesday	Oct. 28, 2014	**7:00a.m. to 6:00p.m.**	**McAllen High School** *2021 La Vista Ave. McAllen, TX*
Wednesday	Oct. 29, 2014	**7:00a.m. to 6:00p.m.**	**Memorial High School** *101 E. Hackberry McAllen, TX*
Thursday	Oct. 30, 2014	**7:00a.m. to 6:00p.m.**	**Nikki Rowe High School** *2101 N. Ware Rd. McAllen, TX*
Friday	Oct. 31, 2014	**7:00a.m. to 6:00p.m.**	**IDEA Quest** *14001 N. Rooth Rd Edinburg, TX*

CALL (956) 318-2570 FOR GENERAL INFORMATION
Hidalgo County Elections Department, 101 South 10th Ave. Edinburg, TX. (Commissioner's Court Approval-Pending)

Draft

AI-45752 **Elections Administration 18. H.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion, consideration and approval of amended Early Voting Sites for the November 4, 2014 General Election

BACKGROUND

Attachments

EV Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 03:59 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Amanda Valdez Started On: 07/30/2014 03:22 PM

Final Approval Date: 08/08/2014

CALL (956) 318-2570 For General Information (Llame para Información General)

DRAFT

November 4, 2014 (4 de Noviembre de 2014)
GENERAL ELECTION (Elección General)
EARLY VOTING SCHEDULE (Horario para el Voto Adelantado)

DRAFT

Days/ Dias	Dates/ Fechas	Hours/ Horas
Monday/ Lunes	Oct. 20, 2014	7:00 A.M. -- 7:00 P.M.
Tuesday/ Martes	Oct. 21, 2014	7:00 A.M. -- 7:00 P.M.
Wednesday/ Miércoles	Oct. 22, 2014	7:00 A.M. -- 7:00 P.M.
Thursday/ Jueves	Oct. 23, 2014	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Oct. 24, 2014	7:00 A.M. -- 7:00 P.M.
Saturday/ Sabado	Oct. 25, 2014	7:00 A.M. -- 7:00 P.M.
Sunday/ Domingo	Oct. 26, 2014	10:00 A.M. – 3:00 P.M.
Monday/ Lunes	Oct. 27, 2014	7:00 A.M. -- 7:00 P.M.
Tuesday/ Martes	Oct. 28, 2014	7:00 A.M. -- 7:00 P.M.
Wednesday/ Miércoles	Oct. 29, 2014	7:00 A.M. -- 7:00 P.M.
Thursday/ Jueves	Oct. 30, 2014	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Oct. 31, 2014	7:00 A.M. -- 7:00 P.M.

EARLY VOTING SUBSTATION LOCATIONS
(Casillas Electorales para el Voto Adelantado)

ALAMO SUB
(Library Room)
Sgt. Fernando de la Rosa Lib.
416 N. Tower Rd.
Alamo, TX

ALTON SUB
(Comm. Chambers)
City Hall
509 S. Alton Blvd.
Alton, TX

DONNA SUB
(Main Entrance)
Amigos Del Valle
1408 Silver Ave.
Donna, TX

EDINBURG SUB
(Warehouse Training Rm.)
Elections Annex Bldg
317 N. Closner "Rear"
Edinburg, TX

EDINBURG SUB
(Student Union Bldg.)
UTPA
1201 W. University
Edinburg, TX

ELSA SUB
(Chambers)
Fire Station
216 E. 4th St.
Elsa, TX

EDCOUCH SUB
(Main Entrance)
Fire Station
200 W. Santa Rosa Ave.
Edcouch, TX

HIDALGO SUB
(Chambers)
Hidalgo City Hall
704 E. Texano
Hidalgo, TX

LA JOYA SUB
(Main Entrance)
Youth Service Ctr.
624 Salomon Chapa
La Joya, TX

MCALLEN SUB
(Exercise Room)
Lark Comm. Ctr.
2601 Lark Ave.
McAllen, TX

MCALLEN SUB
(Meeting Room)
McAllen Public Lib.
4001 N. 23rd St.
McAllen, TX

MCALLEN SUB
(Main Entrance)
Palmer Pavilion
301 E. Hackberry
McAllen, TX

MCALLEN SUB
(Exercise Room)
Palmview Comm. Ctr.
3401 Jordan Ave.
McAllen, TX

MERCEDES SUB
(Civic Center Room)
Mercedes Civic Ctr.
530 W. 2nd St.
Mercedes, TX

MISSION SUB
(Community Room)
Mission City Hall
1201 E. 8th St.
Mission, TX

MISSION SUB
(Gym)
B&G @ Bannworth Park
1822 N. Shary Rd.
Mission, TX

PALMHURST SUB
(Family Room)
Church of Christ
1410 E. 3 Mile Rd.
Palmhurst, TX

PALMVIEW SUB
(Main Entrance)
Co. Comm. Pct. #3
724 N. Breyfogle Rd.
Palmview, TX

PENITAS SUB
(Meeting Room)
Meeting Rm. Annex
1320 S. Main St.
Penitas, TX

PHARR SUB
(Conference Rm.)
Jose Pepe Salinas Ctr.
1011 W. Kelly
Pharr, TX

PHARR SUB
(Main Entrance)
Las Milpas Comm. Ctr.
7107 S. Cage Blvd.
Pharr, TX

PROGRESO SUB
(Main Entrance)
Progreso Comm. Ctr.
510 FM 1015
Progreso, TX

SAN JUAN SUB
(Commissioner's Rm.)
Fire Station #2
2301 N. Raul Longoria
San Juan, TX

SULLIVAN SUB
(Main Entrance)
Sullivan Fire Station
500 Cenizo
Sullivan City, TX

WESLACO SUB
(Conference Rm. B)
Business Visitor & Event Ctr.
275 S. Kansas
Weslaco, TX

LA VILLA SUB
La Villa Admin. Ofc.
500 E. 9th St.
La Villa, TX

MONTE ALTO ISD SUB
Monte Alto Comm.Ctr.
25149 1st St.
Monte Alto, TX

VALLEY VIEW ISD SUB
Valley View 5th Grade Campus
9701 S. Jackson Rd.
Pharr, TX

DRAFT

DRAFT

Hidalgo County Elections Department, 101 South 10th Ave. Edinburg, TX

(Commissioner's Court Approval-Pending)

AI-45889 **Head Start 19. A.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Memorandum of Understanding (MOU) with Pharr-San Juan-Alamo (P-SJ-A) Independent School District

BACKGROUND

Policy Council Approval: 06.11.14

Attachments

MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/07/2014 10:45 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Linda Galaviz Started On: 08/06/2014 03:31 PM

Final Approval Date: 08/08/2014

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: August 6, 2014

SUBJECT: Discussion/Approval of Memorandum of Understanding (MOU) with Pharr-San Juan-Alamo (P-SJ-A) Independent School District

RATIONALE/NEED: The Memorandum of Understanding was approved by the Policy Council on June 11, 2014 pending legal review by the County Attorney and approval by Pharr-San Juan-Alamo (P-SJ-A) School Board and is submitted for your review and approval. This year the partnership with P-SJ-A has been expanded to include more three (3) year old children and the returning four (4) year children will now be located at three (3) P-SJ-A sites: Napper Elementary, Farias Elementary, Palacios Elementary. The district has committed to continue to provide one (1) P-SJ-A certified teacher for every two (2) classrooms, a principal and the support personnel to implement the partnership.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum of Understanding

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Memorandum of Understanding Between
Pharr-San Juan- Alamo Independent School District and the
Hidalgo County Head Start Program
2014-2015

Purpose:

This collaborative partnership establishes an agreement between **Hidalgo County Head Start Program (HCHSP) and the Pharr-San Juan-Alamo Independent School District (PSJA)** to provide Head Start services to age and income eligible pre-K children per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between PSJA and HCHSP are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **PSJA** is a public education institution of the state of Texas. **HCHSP** and **PSJA** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and Pharr-San Juan-Alamo School Board) established per applicable statues and local ordinances and/or procedures which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this agreement. Each designee shall insure that their respective Board of Directors are informed of the various aspects and elements of this partnership agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire agreement between PSJA and HCHSP and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:
Days of operation shall not be less than one-hundred seventy-two (172) days, during the months of August through May. The daily operations will be from 7:45 am to 5:15 am.

Center Sites:
The names and addresses of the district facilities to be utilized by HCHSP are:

- **Farias Head Start Center**
  Farias Elementary, 1100 w. Acacia Street, Alamo, Texas 78516
  Five Classrooms and other space
- **Palacios Head Start Center**
  Palacios Elementary, 801 E. Thomas Drive, Pharr, Texas 78577
  Five Classrooms and other space
- **Napper Head Start Center**

Napper Elementary, 903 N. Flag, Pharr, Texas 78577
Eight Classrooms and other space

Term:
The Term of this Memorandum of Understanding is for one (1) year commencing August 1, 2014 and ending July 31, 2015. Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of July 2015, for a term or other terms as may be subsequently agreed to upon by both parties.

PSJA Responsibilities:

PSJA will provide appropriate educational and supportive services to ensure children and families are school ready. PSJA shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Heat Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description

Eligible children are 3 or 4 year olds as of September 1, 2014, will be dual-enrolled and served by PSJA and HCHSP. Collaboratively, the HCHSP children will receive 3 hours of instruction in cognitive development by a certified School Readiness Integration (SRI) teacher. The dual-enrolled 3 year old children as well as few 4 year olds will be served at the six (6) HCHSP centers in the Tri-City area and the 4 year olds as well as a few 3 year olds in some cases will be collaboratively served at the designated elementary campuses in PSJA .

Partnership Responsibilities

A. PSJA will:
   a. Provide access to classrooms for 4 year olds as well as a few 3 year olds at designated campuses throughout the district.
   b. Assign a principal, instructional coach/es, and program specialist to supervise, monitor, support and evaluate the teacher.
   c. Provide certified early childhood bilingual teachers to deliver 3 hours of instruction in cognitive development to participating HCHSP children.
   d. Coordinate efforts with HCHSP to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
   e. Permit HCHSP representatives to attend ARDs conducted by PSJA involving Head Start children.
   f. Supplement health services, educational services, parental training and other services as required by the children and their families.
   g. Assign special education teachers to provide services to children who are identified in need of special services through the PSJA Special Education Program.
   h. Arrange for a substitute when the PSJA SRI teacher is absent.
   i. Provide support staff to assist with various services to the children, parents, and teachers.

j. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
k. Meet monthly or on a regular basis with HCHSP designated personnel to facilitate the instructional process and other services.
l. Provide an overview of the collaboration with the participating Administrators.
m. Finance the PSJA personnel and other resources.

B. The PSJA SRI Teacher/Staff will:
a. Provide 3 hours of daily instruction in cognitive development to the HCHSP children utilizing the State Adopted Curriculum (4 yr. olds), Pre-K Guidelines (4 yr. olds), the Infant, Toddler, and Three-Year-Old Early Learning Guidelines (3 yr. olds), and Frog Street Toddler Program (3 yr. olds)
b. Attend and/or assist in delivery of collaborative Professional Development for PSJA and HCHSP as deemed appropriate.
c. Implement the Texas School Ready! Project as an early education approach to prepare children to be Kindergarten Ready and Beyond.
d. The PSJA teacher will participate and support requirements of the Texas School Ready! Project.
e. Participate with the HCHSP staff in the recruitment process.
f. Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development.
g. Attend HCHSP collaboration meetings as deemed necessary during the school year.
h. Complete and fulfill the required documentation for PSJA and HCHSP with the assistance of both Human Resource Departments (Example: Food Handlers Permit, First Aid, CPR, etc.).
i. Collaborate with the HCHSP teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
j. Inform the Center Manager and HCHSP teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
k. Follow collaboration protocol with any issues/concerns which may arise.
l. Follow PSJA requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
m. Comply with any other responsibilities assigned by the immediate supervisor.
n. Coordinate efforts with the HCHSP staff to register the children online.

C. HCHSP will:
a. Assign a teacher and an assistant to the collaborative classrooms.
b. Assign a Center Manager and Support Service personnel to monitor and oversee the Head Start program at the designated PSJA campuses.
c. Coordinate efforts with PSJA to identify children with special needs and follow the PSJA referral process for identification and services.
d. Identify personnel who will attend the ARDs conducted by PSJA.
e. Assist with the distribution, completion, and submission of the required PSJA student enrollment documents within the first week of a child's enrollment.
f. Coordinate with district staff to transition children to the PSJA public schools at the end of each school year.

g. Provide assistance with daily attendance reporting.
h. Provide information concerning implementation of the integration of services as requested by designated district personnel.
i. Provide a designated space to store instructional materials.
j. Meet monthly or as needed with the designated PSJA personnel.
k. Schedule a time for the HCHSP teacher and PSJA teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of efforts.
l. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
m. Finance program operations based on the HCHSP grant.
n. Provide transportation services to accommodate the relocation of children/classrooms to the new district campuses listed above.
o. Meet and maintain Texas child care licensing requirements and produce a copy of current license and promptly inform PSJA of any change in license status.

D. Collaboratively PSJA and HCHSP will:
a. Implement an early childhood program utilizing best early childhood practices.
b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
c. Schedule a weekly planning time for lesson planning and preparation.
d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
e. Develop a Collaboration Guide which details the partnership and its daily operation.
f. Review program operations to avoid duplication of efforts.
g. Meet on a regular basis to discuss the progress of the collaboration.
h. Perform children's assessment and evaluation, and collaborative program evaluation, to meet PSJA and HCHSP requirements.
i. Analyze and share data for program planning and improvement.
j. Work together to meet attendance goal.
k. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
l. Provide family services, parent engagement activities and home visits.
m. Embrace and support the collaboration efforts of the Texas School Ready! Project.
n. Support all events which promote the partnership.
o. Organize, plan and develop a plan to sustain the partnership and promote a collaborative culture.

Transportation Services

a. **PSJA** will provide transportation services to and from the new sites (Napper, Farias, and Palacios Head Start Centers) to accommodate needs of children to be served. At a minimum, PSJA will provide a bus, a bus driver and a bus aide to each site. Insurance, vehicle maintenance and fuel costs will be borne by the district.

b. **HCHSP** will provide appropriate safety restraint equipment to accommodate all children who will be transported to **PSJA** facilities. The safety child alarm system will also be installed in each bus used.
c. Transportation staff will be required to meet PSJA and Head Start Program transportation requirements including training.

Utilities

a. **HCHSP** will reimburse PSJA on a monthly basis for electricity use at the Napper Head Start Center based on a pro-rated amount, calculated by square foot of space used. Other utilities, including water, may be calculated on a per person at the location.

General Conditions

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- This agreement is made in Texas and shall constitute the complete understanding of PSJA and HCHSP, and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- Any and all litigations related to the agreements will be proper in State Court in Hidalgo County, Texas.
- PSJA may terminate this Agreement, with or without cause by providing 90 days written notice to HCHSP.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Insurance:

At all times during the term of this Memorandum of Understanding, Head Start shall maintain in place a commercial general liability insurance policy insuring its property against bodily injury and property damage claims brought in connection with this MOU. Head Start agrees to carry insurance in the amounts shown below:

Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than $1,000,000:

Employers Liability - Each Accident	$1,000,000
Employers Liability - Each Employee	$1,000,000

Employers Liability - Policy Limit	$1,000,000

- Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	$1,000,000
Damage to Rented Premises	$ 100,000
Medical Expenses (any one person)	$ 10,000
Personal & Advertising Injury	$1,000,000

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Combined Single Limit Bodily Injury and Property Damage.

Indemnification:

To the extent allowed by law, Head Start will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless PSJA and their respective elected officials, employees, representatives and agents (collectively "**Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**Claims**") by any person or entity, arising out of, caused by, or resulting from Head Start's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Head Start, anyone directly employed by Head Start or anyone for whose acts Head Start may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, PSJA will and does hereby agree to indemnify, protect, defend with counsel approved by Head Start, and hold harmless Head Start and Hidalgo County, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**Claims**") by any person or entity, arising out of, caused by, or resulting from HCHSP's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Head Start employees, anyone directly employed by the HCHSP or anyone for whose acts the HCHSP may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **PSJA** and **HCHSP** to provide the children the best services available.

Daniel P. King Date
PSJA Superintendent of Schools
601 E. Kelly
Pharr, Texas 78577
Phone: (956) 354-2000
Fax: (956) 354-3000

Teresa Flores Date
HCHSP Executive Director
1901 W. State Hwy. 107
McAllen, Texas 78504
Phone: (956) 383-0706
Fax: (956) 292-0461

AI-45744 **Planning Department 20. A.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. Cardinal Island Subdivision – Pct. 1 (Moreno Family Limited Partnership)

2. Final Approval
a. Pueblo de Palmas Phase 15 Subdivision – Pct. 4 (J. Gary Frisby)
b. H & R Subdivision – Pct. 3 (Hector Garcia, Jr)
c. Lantana Ranch Phase II Subdivision – Pct. 3 (Hector Cortez)

BACKGROUND

Attachments

Cardinal Island - Preliminary

Pueblo de Palmas Phase 15 - Final

H & R Subdivision - Final

Lantana Ranch Phase 2 - Final

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 04:06 PM
Glinda Pacheco	Glinda Pacheco	08/05/2014 03:45 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Nora Cavazos Started On: 07/30/2014 12:39 PM

Final Approval Date: 08/08/2014

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 08-12-2014

PROPOSED **CARDINAL ISLAND** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **MORENO FAMILY LIMITED PARTNERSHIP, LTD.**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **94** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **Northeast corner of FM 493 & FM 2812.**

SUBDIVISION LIES WITHIN THE: ☒*The rural area of the County*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **06-03-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Storm Drainage Pipe System. Detention will be accomplished by the widening existing drain ditch along the north property line.**

ROAD R.O.W. DEDICATION: **20 feet on FM 493 and 20 feet on FM 2812**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **06-10-14** : By, **Roy Gonzalez** PCT 4 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **07-02-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **FM 2812**

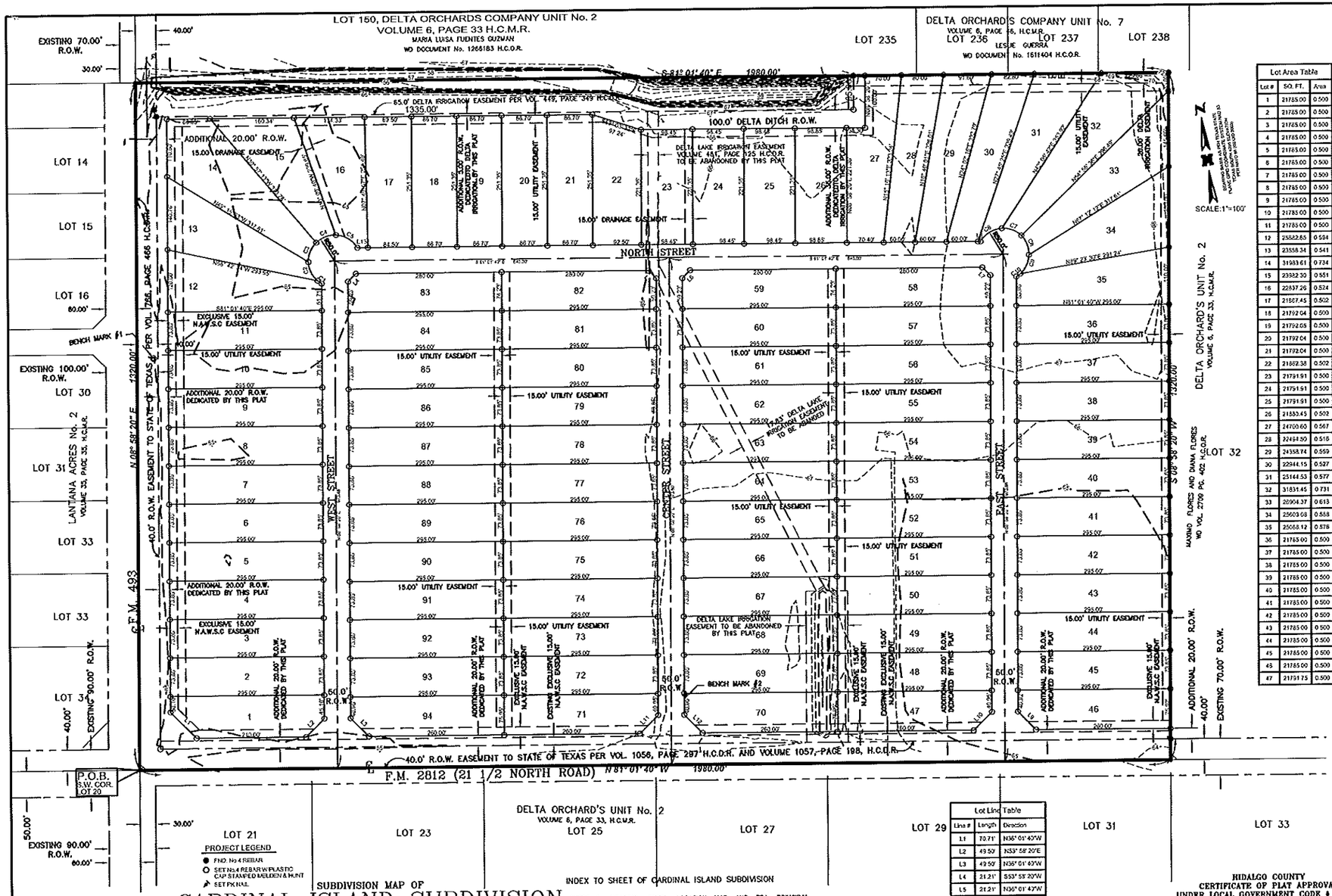
H.C.O.E.C. PRELIMINARY APPROVAL DATE: **07-07-14 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**
☒**LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments.*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

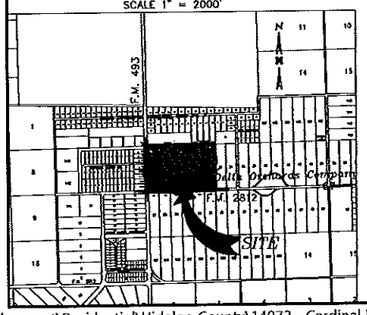


PROJECT LEGEND
- FND. No.4 REBAR
- SET No.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT
- SET PK NAIL

SUBDIVISION MAP OF CARDINAL ISLAND SUBDIVISION

BEING A RESUBDIVISION OF 60.000 ACRES
OUT OF ALL OF LOTS 20, 22, 24, 26, 28 AND 30
DELTA ORCHARD'S U NIT No. 2
VOLUME 6, PAGE 33, H.C.M.R.
HIDALGO COUNTY, TEXAS.

LOCATION MAP
SCALE 1" = 2000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

CARDINAL ISLAND SUBDIVISION IS LOCATED IN THE NORTHEASTERN PART OF HIDALGO COUNTY ON THE NORTHEAST INTERSECTION OF F.M. 2812 & F.M. 493. THE ARE NO NEARBY MUNICIPALITIES. CARDINAL ISLAND SUBDIVISION FALLS IN THE RURAL AREA OF THE COUNTY. THIS SUBDIVISION FALLS WITHIN PRECINCT 1.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	MORENO FAMILY LIMITED PARTNERSHIP, LTD. A TEXAS LIMITED PARTNERSHIP	1512 FULLERTON AVENUE	McALLEN, TX 78504	(956) 638-0417	(956) 664-1888
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

INDEX TO SHEET OF CARDINAL ISLAND SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION; SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES; IRRIGATION DISTRICT, H.C.D.D. No. 1., HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.

SHEET 2: DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; NORTH ALAMO WATER SUPPLY CORPORATION CERTIFICATION; WATER DETAILS.

SHEET 3: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); WATER DETAILS;

SHEET 4: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION; DRAINAGE AND STREET CONSTRUCTION DETAILS.

Lot Area Table		
Lot #	SQ. FT.	Area
1	21785.00	0.500
2	21785.00	0.500
3	21785.00	0.500
4	21785.00	0.500
5	21785.00	0.500
6	21785.00	0.500
7	21785.00	0.500
8	21785.00	0.500
9	21785.00	0.500
10	21785.00	0.500
11	21785.00	0.500
12	25582.85	0.594
13	23558.34	0.541
14	31983.61	0.734
15	23582.30	0.551
16	22837.26	0.524
17	21587.45	0.502
18	21792.04	0.500
19	21792.05	0.500
20	21792.04	0.500
21	21792.04	0.500
22	21882.38	0.502
23	21791.91	0.500
24	21791.91	0.500
25	21791.91	0.500
26	21853.45	0.502
27	24700.60	0.567
28	22484.50	0.515
29	24358.74	0.559
30	22944.15	0.527
31	25144.53	0.577
32	31831.45	0.731
33	26904.37	0.613
34	25603.68	0.588
35	25068.12	0.576
36	21785.00	0.500
37	21785.00	0.500
38	21785.00	0.500
39	21785.00	0.500
40	21785.00	0.500
41	21785.00	0.500
42	21785.00	0.500
43	21785.00	0.500
44	21785.00	0.500
45	21785.00	0.500
46	21785.00	0.500
47	21791.75	0.500

Lot Area Table		
Lot #	SQ. FT.	Area
48	21785.00	0.500
49	21785.00	0.500
50	21785.00	0.500
51	21785.00	0.500
52	21785.00	0.500
53	21785.00	0.500
54	21785.00	0.500
55	21785.00	0.500
56	21785.00	0.500
57	21785.00	0.500
58	21785.00	0.500
59	21785.00	0.500
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66	21785.00	0.500
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77	21785.00	0.500
78	21785.00	0.500
79	21785.00	0.500
80	21785.00	0.500
81	21785.00	0.500
82	21785.00	0.500
83	21785.00	0.500
84	21785.00	0.500
85	21785.00	0.500
86	21785.00	0.500
87	21785.00	0.500
88	21785.00	0.500
89	21785.00	0.500
90	21785.00	0.500
91	21785.00	0.500
92	21785.00	0.500
93	21785.00	0.500
94	21791.75	0.500

Lot Line Table		
Line #	Length	Direction
L1	70.71'	N36° 01' 40"W
L2	49.50'	N53° 58' 20"E
L3	49.50'	N36° 01' 40"W
L4	21.21'	S53° 58' 20"W
L5	21.21'	N36° 01' 40"W
L6	21.21'	S53° 58' 20"W
L7	21.21'	N36° 01' 40"W
L8	5.00'	S81° 01' 40"E
L9	49.50'	N36° 01' 40"W
L10	49.50'	N53° 58' 20"E
L11	49.50'	N53° 58' 20"E
L12	49.50'	N36° 01' 40"W
L13	29.00'	S81° 01' 40"E

Curve Table					
Curve #	Delta	Length	Radius	Chord Direction	Chord Length	Tangent
C1	011° 01' 22"	9.62'	50.00'	S45° 30' 59"E	9.60'	4.82'
C2	047° 17' 40"	41.27'	50.00'	S18° 21' 29"E	40.11'	21.89'
C3	047° 16' 22"	41.25'	50.00'	S30° 59' 33"W	40.09'	21.88'
C4	047° 17' 35"	41.27'	50.00'	S78° 12' 33"W	40.11'	21.89'
C5	057° 00' 58"	49.84'	50.00'	N49° 35' 09"W	47.82'	27.21'
C6	057° 15' 30"	49.97'	50.00'	S67° 36' 04"W	47.91'	27.29'
C7	047° 17' 54"	41.27'	50.00'	N60° 10' 44"W	40.02'	21.83'
C8	047° 14' 34"	41.23'	50.00'	N12° 58' 00"W	40.07'	21.87'
C9	047° 17' 40"	41.27'	50.00'	N34° 18' 07"E	40.11'	21.89'
C10	011° 01' 22"	9.62'	50.00'	N53° 27' 39"E	9.60'	4.82'

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, FRANZ R. SCHAMBERGER AS OWNER OF THE 60.000 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CARDINAL ISLAND _____, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE: _____
FRANZ R. SCHAMBERGER, PRESIDENT
MORENO FAMILY LIMITED PARTNERSHIP, LTD
A TEXAS LIMITED PARTNERSHIP
1512 FULLERTON AVENUE
McAllen, TEXAS 78504

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED

PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2014 .

_____
NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF CARDINAL ISLAND SUBDIVISION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON _____, 2014 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

_____
FRED L. KURTH, PE # 54151 RPLS # 4750
DATE SURVEYED 5-21-14 JOB No. 14072. 00
DATE PREPARED SURVEY JOB No.
T- 975 PG6-8

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS · 54151 · LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS · REGISTERED · FRED L. KURTH · 4750 · PROFESSIONAL LAND SURVEYOR

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____
_____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
DELTA LAKE
IRRIGATION DISTRICT

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO COUNTY DELTA LAKE IRRIGATION DISTRICT IRRIGATION DISTRICT, DATED THIS THE _____
DAY OF _____, 2014 .

_____
PRESIDENT
ATTEST: _____
SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF CARDINAL ISLAND SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY
COMMISSIONERS COURT ON _____ DAY OF _____, 20____.

_____
HIDALGO COUNTY JUDGE
ATTEST: _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CARDINAL ISLAND SUBDIVISION, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT
ON _____ DAY OF _____, 20____.

_____
ENVIRONMENTAL HEALTH DIVISION MANAGER

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE EDINBURG, TX. 78541 OFF: (956) 381-0981 FAX: (956) 381-1839
527 N. F.M. 3167 MISSION CITY, TX. 78572 OFF: (956) 457-3366 FAX: (956) 580-8651
E-MAIL: www.meldenandhunt.com ESPAÑOL (956) 519-1947

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE

_____ DAY OF _____ 20 ___.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON 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 THIS THE _____ DAY OF _____, 20 ___.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

DESCRIPTION OF CARDINAL ISLAND SUBDIVISION

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 60.00 ACRES, SITUATED IN THE COUNTY OF HIDALGO, TEXAS, COMPRISED OF ALL OF LOTS 20, 22, 24, 26, 28 AND 30 OUT OF DELTA ORCHARD'S UNIT No. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6, PAGE 33, HIDALGO COUNTY MAP RECORDS, SAID 60.000 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL SET FOR THE SOUTHWEST CORNER OF SAID LOT 20, AND THE INTERSECTION OF F.M. 493 AND F.M. 2812 FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 08° 58' 20" E ALONG THE WEST LINE OF SAID LOT 20 AND WITHIN F.M. 493 RIGHT-OF-WAY, A DISTANCE OF 1320.00 FEET TO A PK NAIL SET FOR THE NORTHWEST CORNER OF SAID LOT 20, AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81° 01' 40" E ALONG THE NORTH LINE OF SAID LOTS 20, 22, 24, 26, 28 AND 30 AND WITHIN THE DELTA IRRIGATION EASEMENT VOLUME 449, PAGE 369 H.C.D.R., AT A DISTANCE OF 40.00 FEET PASS THE EAST RIGHT-OF-WAY OF F.M. 493, AND CONTINUING A TOTAL DISTANCE OF 1980.00 FEET TO AN No. 4 REBAR FOUND FOR THE NORTHEAST CORNER OF SAID LOT 30 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08° 58' 20" W ALONG THE EAST LINE OF SAID LOT 30, AT A DISTANCE OF 1280.00 FEET PASS A No. 4 REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF F.M. 2812 AND CONTINUE 1320.00 FEET TO PK NAIL SET ON THE SOUTHEAST CORNER OF SAID LOT 30 FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 81° 01' 40" W ALONG THE SOUTH LINE OF LOTS 30, 28, 26, 24, 22, AND 20 AND WITHIN THE F.M. 2812 RIGHT-OF-WAY, A DISTANCE OF 1980.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 60.000 ACRES OF LAND OF WHICH 1.212 ACRES LIES WITHIN THE F.M. 493 RIGHT-OF-WAY AND 1.781 ACRES LIES WITHIN F.M. 2812 RIGHT-OF-WAY LEAVING 57.007 ACRES MORE OR LESS.

SUBDIVISION MAP OF
CARDINAL ISLAND SUBDIVISION
BEING A RESUBDIVISION OF 60.000 ACRES
OUT OF ALL OF LOTS 20, 22, 24, 26, 28 AND 30
DELTA ORCHARD'S U NIT No. 2
VOLUME 6, PAGE 33, H.C.M.R.
HIDALGO COUNTY, TEXAS.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435
MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS

GENERAL PLAT NOTES & RESTRICTIONS:
HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "X"(UNSHADED) "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY-PANEL NO. 480334 0350 C EFFECTIVE DATE: JUNE 6, 2000 REVISED TO REFLECT MAY 17, 2001.

   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
   COMMUNITY-PANEL NO. 480334 0350 C EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
   FRONT: 25.00 FEET.
   REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
   CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE: 18.00 FEET
   CORNER GARAGE FRONT: 18.00 FEET
   CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET: 20.00 FEET

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   --B.M. NO. 1-ELEV. 64.31 N.G.V.D. 29 DESCRIPTION: SQUARE CUT FOUND ON CONCRETE CULVERT ALONG THE EAST SIDE OF F.M. 493 AND APPROXIMATELY 788.00 FEET NORTH OF F.M. 2812. N: 16661305.63, E: 1139459.62.
   --B.M. NO. 2-ELEV. 67.45 N.G.V.D. 29 DESCRIPTION: 2'x2' CONCRETE SLAB SET APPROXIMATELY 2.00 FEET FROM THE NORTHWEST CORNER OF LOT 70 OF THIS SUBDIVISION. N: 16660498.56 E: 1140369.94.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 58,653 CUBIC-FEET (1.346 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT'S DETERMINES AT THE DEVELOPMENT PERMIT STATE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

11. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

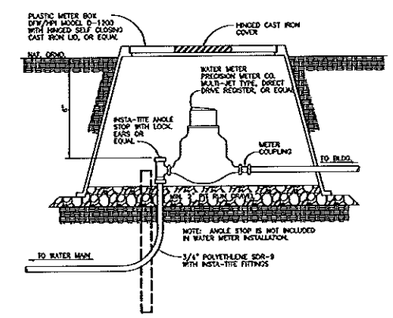
12. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
   1. ANCHORING OF SEPTIC TANK(S)
   2. BACK FLOW VALVES
   3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

13. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

14. FRANZ R. SCHAMBERGER , THE OWNER & SUBDIVIDER OF CARDINAL ISLAND, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.3 OF THIS PLAT.

15. NO ACCESS SHALL BE PERMITTED TO F.M. 493 AND F.M. 2812 (2½ NORTH ROAD).

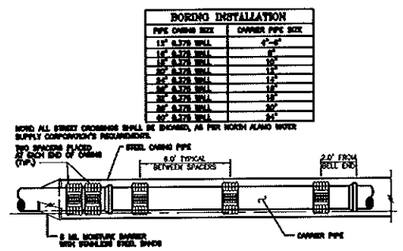
16. A 6 FOOT BUFFER FENCE SHALL BE INSTALL ALONG FM 493.



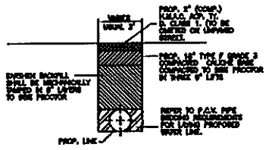
TYPICAL WATER METER INSTALLATION
N.T.S.

BORING INSTALLATION	
PIPE CASING SIZE	CARRIER PIPE SIZE
12" O.375 WALL	4"-6"
14" O.375 WALL	8"
16" O.375 WALL	10"
20" O.375 WALL	12"
22" O.375 WALL	14"
24" O.375 WALL	16"
30" O.375 WALL	20"
36" O.375 WALL	24"
42" O.375 WALL	24"

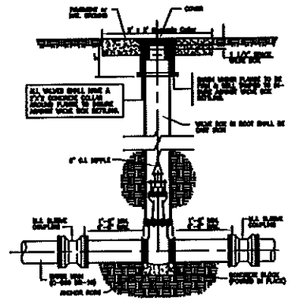
NOTE: ALL STREET CROSSINGS SHALL BE BORED, AS PER NORTH ALAMO WATER SUPPLY CORPORATION'S REQUIREMENTS.



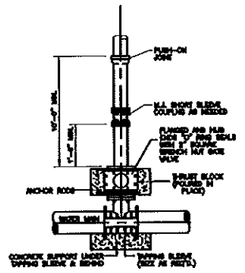
BORING and CASING DETAIL
N.T.S.



PAVED and UNPAVED
STREET BACKFILL DETAIL
N.T.S.



TYPICAL VALVE and
VALVE BOX INSTALLATION
N.T.S.



TAPPING SLEEVE
and VALVE INSTALLATION
N.T.S.

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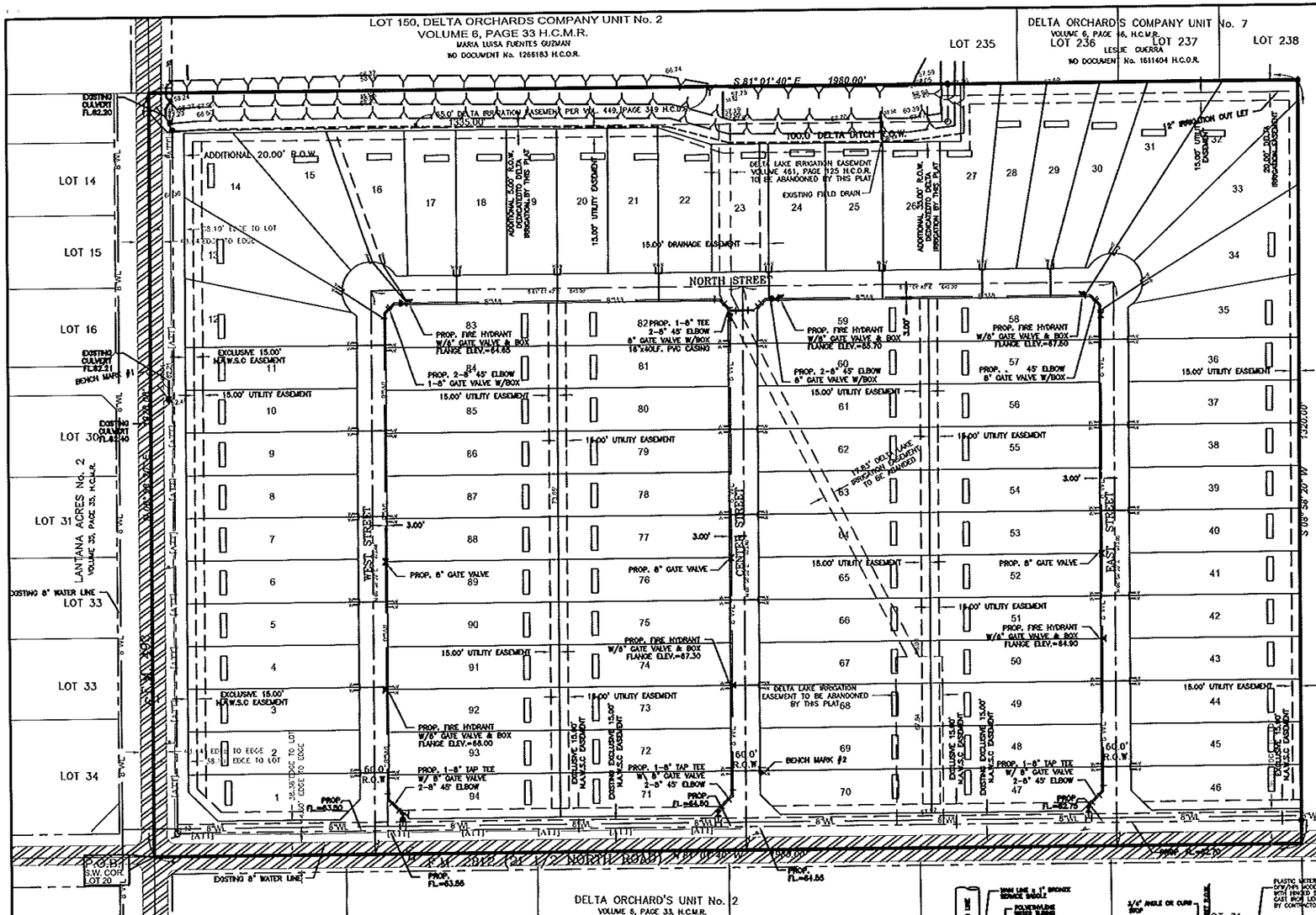


MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF

CARDINAL ISLAND SUBDIVISION

BEING A RESUBDIVISION OF 60.000 ACRES
OUT OF ALL OF LOTS 20, 22, 24, 26, 28 AND 30
DELTA ORCHARD'S U NIT No. 2
VOLUME 6, PAGE 33, H.C.M.R.
HIDALGO COUNTY, TEXAS.

COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 307,010.00
DRAINAGE IMPROVEMENTS:	$ 97,645.00
WATER DISTRIBUTION:	$ 124,055.00
SEPTIC TANK IMPROVEMETNS / OSSF:	$ 141,000.00

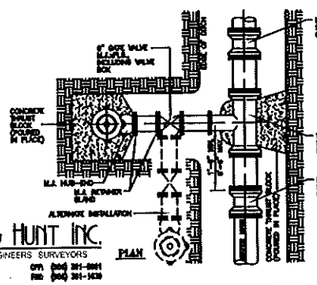
ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 307,010.00
DREAJE PLUVIAL:	$ 97,645.00
SERVICIO DE AGUA POTABLE:	$ 124,055.00
FOSA SEPTICAS:	$ 141,000.00

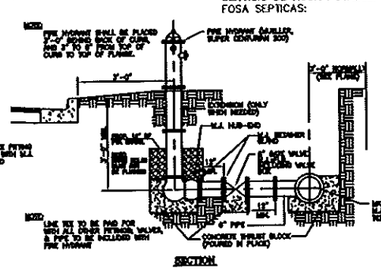
LEGEND:
- FOUND REBAR
- SET COTTON PICKER SPINDLE
- SET REBAR
- PROPOSED DUAL WATER SERVICE
- PROPOSED SINGLE WATER SERVICE
- PROPOSED SEPTIC TANK
- TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

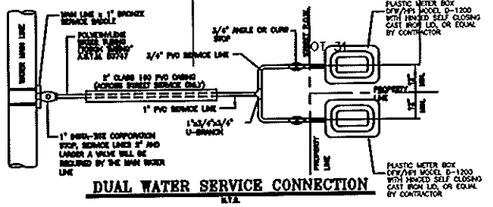
DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

LEYENDA
- VARILLA ENCONTRADO
- EJE ASENTADO
- VARILLA ASENTADA
- SERVICIO DOBLE DE AGUA PROPUESTO
- SERVICIO INDIVIDUAL DE AGUA PROPUESTO
- TANQUE SEPTICO



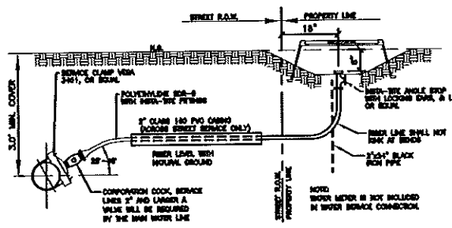
TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.





DUAL WATER SERVICE CONNECTION
N.T.S.

NOTE: IF UTILITY EASEMENT IS DESIGNED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY M.A.W.S.C. AND THE ENGINEER.



TYPICAL WATER SERVICE CONNECTION ELEVATION
N.T.S.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE, EDINBURG, TX. 78541 — OFF. (956) 381-0981 FAX (956) 381-1839
527 N. F.M. 2557, MISSION CITY, TX. 78572 — OFF. (956) 457-0204 FAX. (956) 486-0981
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

FINAL WATER AND SEWER ENGINEERING REPORT FORMAT
(if you will be installing the Water Distribution System and OSSF prior to the subdivision receiving final approval)

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
CARDINAL ISLAND SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE WEST SIDE OF THE RIGHT-OF-WAY OF F.M. 493 AND AN EXISTING 8" DIAMETER WATER LINE RUNNING WITHIN A EXCLUSIVE N.A.W.S.C. EASEMENT ALONG THE NORTH SIDE OF THE RIGHT-OF-WAY OF FM 2812. THE WATER SYSTEM FOR CARDINAL ISLAND SUBDIVISION CONSISTS OF A 8" DIAMETER WATER LINES THAT TAP INTO THE EXISTING 8" LINE WITHIN AN EXCLUSIVE 15 FOOT N.A.W.S.C. EASEMENT ALONG THE NORTH SIDE OF F.M. 2812. AN 8" WATER LINE CONNECT TO THE PREVIOUSLY MENTIONED 8" WATER LINE AT THE SOUTHWEST CORNER OF LOT 94 THEN RUNS NORTH ALONG THE EAST SIDE OF WEST STREET RIGHT-OF-WAY THEN TURN EAST AT THE NORTHWEST CORNER OF LOT 83 AND CONTINUES EAST ALONG THE SOUTH RIGHT-OF-WAY OF NORTH STREET THEN TURNING SOUTH AT THE NORTHEAST CORNER OF LOT 58 AND CONTINUES RUNS SOUTH ALONG THE WEST SIDE OF EAST STREET RIGHT-OF-WAY TAPPING INTO THE EXISTING 8" LINE ON THE NORTH SIDE OF FM 2812. ANOTHER 8" LINE TAPS INTO THE EXISTING 8" WATER LINE ALONG THE NORTH SIDE OF THE RIGHT-OF-WAY OF F.M. 2812 RUNNING NORTH ALONG THE WEST SIDE OF CENTER AVENUE, TAPPING TO THE PROPOSED 8" WATER LINE ALONG THE SOUTH RIGHT-OF-WAY OF NORTH STREET AT THE NORTHEAST CORNER OF LOT 82.

WATER DISTRIBUTION FOR THE CARDINAL ISLAND SUBDIVISION CONSISTS OF FORTY-SEVEN -1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $124,055.00, OR $1,319.73 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $60,000.00, WHICH COVERS THE $600.00 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 5 FIRE HYDRANTS AT A UNIT COST OF $1,500.00 FOR A TOTAL COST OF $7,500.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES
SEWAGE FROM CARDINAL ISLAND SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:
EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS 1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $141,000.000. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON 01-02-2015

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $83,650.00 WHICH EQUALS TO $1,327.77 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $141,000,000 FOR THE ENTIRE SUBDIVISION.

_____ _____
ENGINEER'S SIGNATURE DATE

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH (WATER DISTRIBUTION SYSTEM AND OSSF BEING INSTALLED)
PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHAS DE INICIO

LA SUBDIVISION CARDINAL ISLAND SUBDIVISION RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN CARDINAL ISLAND CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA F.M. 493 Y UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VÍA DE LA CARRETERA FM 2812 DENTRO DE UNA CONCESION EXCLUSIVO DE 15 PIES. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN CARDINAL ISLAND CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS EN EL LADO NORTE DE F.M. 2812. OTRA LINEA DE 8 PULGADAS PREVIAMENTE MENSIONADA EN EL LADO SUROESTE DEL LOTE 94 Y SIGUE HACIA EL NORTE POR EL LADO ESTE DE LA CALLE WEST STREET ASTA EL LOTE 83, LUEGO SIGUE HACIA AL ESTE EN EL LADO SUR DE LA CALLE NORTH STREET ASTA LA ESQUINA NORTEESTE DE LOTE 58 LUEGO SIGUE AL SUR POR EL LADO OESTE DEL LA CALLE EAST DRIVE Y CONNECTANDO AL LA LINEA DE 8 PULGADAS EXISTENTE EN EL LADO NORTE DE F.M. 2812. ORTA LINEA DE 8 PULGADAS SERÁ CONECTADO A LA LÍNEA DE AGUA EXISTENTE EN EL LADO NORTE DE F.M. 2812 EN LA ESQUINA SUROESTE DE LOTE 71 Y SIGUE AL NORTE EN EL LADO OESTE DE LA CALLE CENTER DRIVE CONNECTANDO A LA LINE PROPUESTA DE 8 PULGADAS EN LA ESQUINA NORTEESTE DE LOTE 82.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN QUARENTA-SIETE DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ½ DE PULGADA DE DIÁMETRO PARA CADA LOTE. SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO. LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 124,055.00 O $ 1,319.73 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 00,000.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $600.00. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARÁ SIN ALCÓN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 3 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 1,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $7,500.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAUPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÓN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON DOS ES EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR ES $ 1,500.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL A UN COSTO TOTAL DE $ 141,000.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE (FECHA DE INSPECCIÓN).

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 83,650 O $ 1,327.77 POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,500.00 A UN COSTO TOTAL DE $141,000.00 TODA LA SUBDIVISIÓN.

_____ _____
ENGINEER'S SIGNATURE DATE

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I, I, FRANZ R. SCHAMBERGER, SUBDIVIDER OF CARDINAL ISLAND SUBDIVISION, HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
FRANZ R. SCHAMBERGER

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FRANZ R. SCHAMBERGER KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED,GEVEN UNDER MY HAND AND SEAL OF OFFICE

THIS THE _____DAY OF _____20_____

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NOTARY PUBLIC
MY COMMISSION EXPIRES_____

LOT 150, DELTA ORCHARDS COMPANY UNIT No. 2
VOLUME 6, PAGE 33 H.C.M.R.
MARIA LUISA FUENTES GUZMAN
WD DOCUMENT No. 1266183 H.C.O.R.

DELTA ORCHARD'S COMPANY UNIT No. 7
VOLUME 6, PAGE 16, H.C.M.R.
LESLIE GUERRA
WD DOCUMENT No. 1611604 H.C.O.R.

LOT 235 | LOT 236 | LOT 237 | LOT 238

EXISTING 70.00' R.O.W.
EXISTING CULVERT FL=82.30
EXISTING 100.00' R.O.W.
EXISTING CULVERT FL=82.40
EXISTING 90.00' R.O.W.
EXISTING 60.00' R.O.W.
EXISTING 70.00' R.O.W.

LOT 14 | LOT 15 | LOT 16 | LOT 30 | LOT 31 | LOT 33 | LOT 34

LANTANA ACRES No. 2
VOLUME 35, PAGE 35, H.C.M.R.

LOT 21 | LOT 23 | LOT 25 | LOT 27 | LOT 29 | LOT 31 | LOT 33

DELTA ORCHARD'S UNIT No. 2
VOLUME 6, PAGE 33, H.C.M.R.

LOT 32

MAXIMO FLORES AND DIANA FLORES
WD VOL. 2709 PG. 402 H.C.O.R.

DELTA ORCHARD'S UNIT No. 2
VOLUME 6, PAGE 33, H.C.M.R.

S 89°51'40" E 1980.00'
S 08°58'20" W 1320.00'

65.0' DELTA IRRIGATION EASEMENT PER VOL. 449, PAGE 349 H.C.M.R.
1335.00'
100.0' DELTA DITCH R.O.W.
ADDITIONAL 20.00' R.O.W.
ADDITIONAL 35.00' R.O.W. DEDICATED TO DELTA IRRIGATION DISTRICT BY THIS PLAT
DELTA LAKE IRRIGATION EASEMENT VOLUME 449, PAGE 329 H.C.M.R. TO BE ABANDONED BY THIS PLAT
EXISTING FIELD DRAIN
DELTA LAKE IRRIGATION EASEMENT TO BE ABANDONED BY THIS PLAT
DELTA LAKE IRRIGATION EASEMENT TO BE ABANDONED
15.00' UTILITY EASEMENT
5.00' DRAINAGE EASEMENT
32.00' B-B
16.00'
9.00'
R=50.00'
R=40.00'
NORTH STREET
WEST STREET
CENTRAL STREET
EAST STREET
ROAD SIDE DITCH TO BE REGRADED SEE NOTE
EDGE TO EDGE 33.10' EDGE TO LOT
EDGE TO EDGE 38.38' EDGE TO LOT
EDGE TO EDGE 44.50' EDGE TO LOT
EDGE TO EDGE 36.37' EDGE TO LOT
HIGH POINT
BENCH MARK #1
BENCH MARK #2
BENCH MARK #3
BENCH MARK #4
POINT OF BEGINNING S.W. COR. LOT 20
40.0' ROW EASEMENT TO STATE OF TEXAS PER VOL. 1836, PAGE 187 H.C.D.R. AND VOLUME 1057, PAGE 198 H.C.D.R.
P.I. 2010 24 1/2' NORTH ROAD
LATH
PROP. DISCHARGE STRUCTURE FL=87.00
PROP. DISCHARGE STRUCTURE FL=84.90
PROP. 24" T&G RCP STORM DRAIN
PROP. 18" RJ RCP STORM DRAIN
PROP. 24" RJ RCP STORM DRAIN
PROP. 21" T&G RCP STORM DRAIN
PROP. TYPE "A" INLET TOP=84.00 FL=80.90
PROP. TYPE "A" INLET TOP=84.25 FL=80.25
PROP. TYPE "A" INLET TOP=86.30 FL=82.68
PROP. TYPE "A" INLET TOP=84.35 FL=80.09
PROP. STORM MANHOLE TOP=87.35 FL=79.30
PROP. 18" RJRCP CULVERT W/ SET
PROP. 18" RJ RCP CULVERT W/ SET
PROP. 18" RJ RCP CULVERT W/ SET
TC=87.50
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TC=82.75
TC=83.00
TC=83.55
TC=84.55
FL=93.80
FL=84.90
FL=82.75
FL=83.55
FL=84.55
PROP. 2" FILL
PROPOSED EXCAVATION
PROP. RESTRICTION
PROPOSED 21" RCP
PROPOSED 24" RCP
PIPE FL=57.30
PIPE FL=55.33
PIPE FL=55.23
EXISTING 65.0' DELTA IRRIGATION EASEMENT VOL. 449, PG. 349 H.C.M.R.
ADDITIONAL 35.0' R.O.W. DEDICATED TO DELTA IRRIGATION DISTRICT
ELEV=65.43
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HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 08-12-2014

PROPOSED **PUEBLO DE PALMAS PHASE 15** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **J. GARY FRISBY**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **56** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **On the Northeast corner of Cesar Chavez Rd and Ramseyer Rd.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Edinburg** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-04-13** PROPERTY LIES WITHIN FLOOD ZONE: **"X Shaded"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished by a storm drainage pipe system and by excavating a proposed drain ditch within the Northeast subdivision boundary line.**

DISTANCE TO A DRAIN DITCH: **Approx. 3000 feet South of proposed subdivision development**

ROAD R.O.W. DEDICATION: **29.53 feet to Ramseyer Rd and 19.15 feet to Cesar Chavez Rd**

H.C.R.O.W. FINAL APPROVAL DATE: **07-11-14** : By, **Jesse Ozuna** PCT 4 R.O.W. AGENT

SEWER SYSTEM: ☒ SANITARY SEWER BY **CITY OF EDINBURG, by Constructing a lift station of Lot 1, pumping West along Ramseyer Rd to an existing manhole on Doolittle Rd.**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **12"** LOCATION: **on Ramseyer Road**

H.C.O.E.C. APPROVED DATE: **07-11-14 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**

☒**LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **DECEMBER 03, 2013**

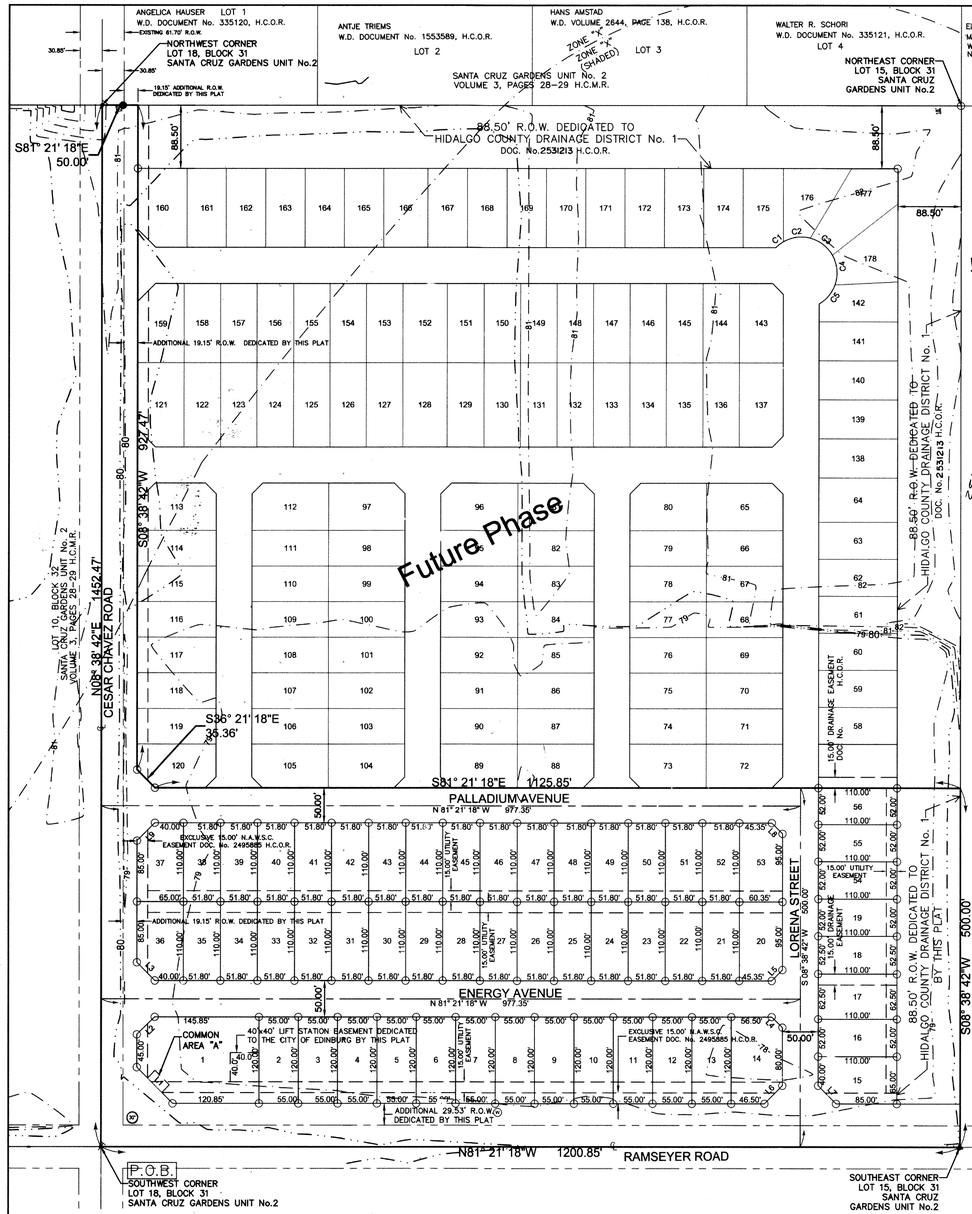
STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Edinburg .**

☒ **Final Approval** *subject to recommendations by other departments*

☐ **Final Approval** *with financial guarantee.*

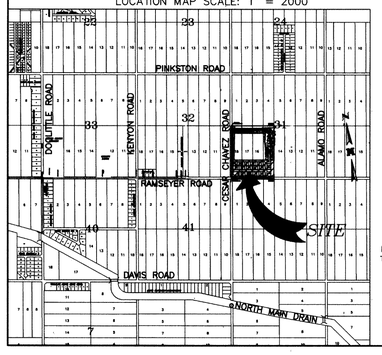
* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	J. GARY FRISBY, PRESIDENT JGF LAND CO. INC.	P.O. BOX 1000	MISSION, TX 78573	956-583-1114	956-583-8343
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

LOCATION MAP SCALE: 1" = 2000'



SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 15

BEING A RESUBDIVISION OF 14.884 ACRES
BEING PART OR PORTION OF LOTS 15 THROUGH 18, BLOCK 31
OUT OF SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

PUEBLO DE PALMAS PHASE 15 IS LOCATED IN THE MID-CENTRAL PART OF HIDALGO COUNTY ON THE NORTHEAST INTERSECTION OF RAMSEYER ROAD & CESAR CHAVEZ ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY EDINBURG (POPULATION 77,100). PUEBLO DE PALMAS PHASE 15 LIES 2 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021.
THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

DRAWN BY: CIRO DATE: 7-1-14
IRRIGATION, CHECKED DATE:
SURVEYED, CHECKED DATE: 7-1-14
FINAL CHECK DATE:

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE EDINBURG, TX. 78541
OFF: (956) 381-0981
FAX: (956) 381-1839
227 N. F.M. 3167 RIO GRANDE CITY, TX. 78582
OFF: (956) 487-8256
FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com
ESTABLISHED 1947

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" & "X"(SHADED); ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN; ZONE "X" SHADED AREA OF 500-YEAR FLOOD AND AREA OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THEN ONE FOOT OR WITH DRAINAGE AREAS LESS THEN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000 FURTHER REVISED AS PER LOMR DATED MAY 17, 2001.

COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 25.00 FEET.
50.00 FEET CESAR CHAVEZ ROAD AND RAMSEYER ROAD FOR LOT 1
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE: 18.00 FEET
CORNER GARAGE FRONT: 18.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET: 20.00 FEET

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. SINGLE FAMILY RESIDENCES SHALL INCLUDE THE FOLLOWING: MOBILE HOME, TRAVEL TRAILER, FRAME HOME, AND SLAB HOME, NO COMMERCIAL USE SHALL BE ALLOWED EXCEPT FOR LOT 1

4. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS EXCEPT FOR LOT 1 WHICH WILL BE USED AS COMMERCIAL.

5. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

-->B.M. NO. 1 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE NORTHEAST INTERSECTION OF RAMSEYER ROAD AND CESAR CHAVEZ ROAD AND THE SOUTHWEST CORNER OF LOT 1 OF THIS SUBDIVISION. ELEV. 79.75. N:1665624133, E:1114644.55

-->B.M. NO. 2 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE EAST SIDE OF CESAR CHAVEZ ROAD AT THE SOUTHWEST CORNER OF LOT 160 OF THIS SUBDIVISION. ELEV. 80.00. N:16657456.25, E:1114776.66.

7. THE EXISTING DRAINAGE DITCH ALONG THE WEST SIDE OF CESAR CHAVEZ ROAD AND ALONG THE NORTH SIDE OF RAMSEYER ROAD SHALL BE RELOCATED TO THE NORTH AND EAST SIDE OF THIS SUBDIVISION (PUEBLO DE PALMAS PHASE 15). THE NEW DRAIN DITCH SHALL BE DEDICATED AND MAINTAINED BY THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1.

8. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 127,629 CUBIC-FEET 2.93 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.) ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE. IF IT'S DETERMINES AT THE DEVELOPMENT PERMIT STATE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

9. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR, COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

13. NO DRIVEWAY LOT ACCESS WILL BE ALLOWED FOR LOTS 2 THROUGH 15 FROM LOTS ONTO RAMSEYER ROAD AND LOTS 36 & 37 ONTO CESAR CHAVEZ ROAD.

14. COMMON AREA "A" WILL BE OWNED AND MAINTAINED BY HOME OWNERS ASSOCIATION.

LEGEND

- FOUND No.4 REBAR
- ▲ FOUND COTTON PICKER SPINDLE
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- SET PK NAIL
- R.O.W. - RIGHT OF WAY
- P.O.B. - POINT OF BEGINNING
- S.W. COR. - SOUTHWEST CORNER
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- (W) 30" IRRIGATION STAND PIPE
- (W) WATER WELL

INDEX TO SHEET OF PUEBLO DE PALMAS PHASE 15

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1., HIDALGO COUNTY RIGHT OF WAY DEPARTMENT CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; AGUA SPECIAL UTILITY DISTRICT CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION), WATER DETAILS;

SHEET 3: SANITARY SEWER LAYOUT;

SHEET 4 SANITARY SEWER AND LIFT STATION DETAILS;

SHEET 5: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE DITCH, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION, STREET DETAILS;

SHEET 6: STROM DRAINAGE CONSTRUCTION DETAILS.

DESCRIPTION OF PUEBLO DE PALMAS PHASE 15

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 14.884 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OF LOTS 15 THROUGH 18, BLOCK 31, SANTA CRUZ GARDENS UNIT #2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28-29, HIDALGO COUNTY MAP RECORDS, SAID 14.884 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL SET AT THE SOUTHWEST CORNER OF LOT 18, BLOCK 31 FOR THE SOUTHWEST CORNER OF THIS TRACT;

1. THENCE, N 08° 38' 42" E ALONG THE WEST LINE OF SAID LOT 18, BLOCK 31, AND WITHIN THE RIGHT-OF-WAY OF CESAR CHAVEZ ROAD, A DISTANCE OF 1452.47 FEET TO A PK NAIL SET AT THE NORTHWEST CORNER OF SAID LOT 18, BLOCK 31 SANTA CRUZ GARDENS UNIT #2 FOR THE NORTHWEST CORNER OF THIS TRACT;

2. THENCE, S 81° 21' 18" E ALONG THE NORTH LINE OF SAID LOT 18, BLOCK 31, AT A DISTANCE OF 30.85 FEET PASS A NO. 4 REBAR FOUND ON THE EAST RIGHT-OF-WAY LINE OF CESAR CHAVES ROAD, CONTINUING A TOTAL DISTANCE OF 50.00 FEET TO THE WESTERNMOST NORTHEAST CORNER OF THIS TRACT;

3. THENCE, S 08° 38' 42" W ACROSS SAID LOT 18, BLOCK 31 A DISTANCE OF 927.47 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

4. THENCE, S 36° 21' 18" E A DISTANCE OF 35.36 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

5. THENCE, S 81° 21' 18" E ACROSS SAID LOTS 18 THROUGH 15, BLOCK 31, A DISTANCE OF 1125.85 FEET TO THE EASTERNMOST NORTHEAST CORNER OF THIS TRACT;

6. THENCE, S 08° 38' 42" W ALONG THE EAST LINE OF SAID LOT 15, BLOCK 31, AT A DISTANCE OF 469.53 FEET PASS THE NORTH RIGHT-OF-WAY LINE OF RAMSEYER ROAD, CONTINUING A TOTAL DISTANCE OF 500.00 FEET TO A COTTON PICKER SPINDLE FOUND AT THE SOUTHEAST CORNER OF SAID LOT 15 FOR THE SOUTHEAST CORNER OF THIS TRACT;

7. THENCE, N 81° 21' 18" W ALONG THE SOUTH LINES OF SAID LOTS 15 THROUGH 18, BLOCK 31, AND WITHIN THE RIGHT-OF-WAY OF RAMSEYER ROAD, A DISTANCE OF 1200.85 FEET TO THE POINT OF BEGINNING, AND CONTAINING 14.884 ACRES OF LAND WHICH 0.840 OF ONE ACRE LIES WITHIN RAMSEYER ROAD AND 1.007 ACRES LIES WITHIN CESAR CHAVEZ ROAD LEAVING 13.037 ACRES OF LAND, MORE OR LESS.

CITY OF EDINBURG
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY

DATE

CHAIRMAN PLANNING & ZONING COMMISSION

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS PHASE 15 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____DAY OF _____, 20____.

ENVIRONMENTAL HEALTH DIVISION MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS 15 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY

COMMISSIONERS COURT ON _____DAY OF _____ 20____.

HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED PROVIDED THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE 15TH DAY OF July 20 14

JGF ENTERPRISES, L.P.

(GRANTOR'S SIGNATURE) J. GARY FRISBY, PRESIDENT
JGF LAND CO. INC.
ITS SOLE GENERAL PARTNER

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY 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 THIS 15TH DAY OF July 2014

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 30, 2018

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

Lot Area Table		
Lot #	SQ. FT.	Area
1	18,939.68	0.435
2-13	6,600.00	0.152
14	8,155.00	0.187
15	6,837.50	0.157
16	5,720.00	0.131
17 57	6,820.00	0.166
18-19	5,720.00	0.131
20	6,526.00	0.150
21-35	5,698.00	0.131
36-37	6,837.50	0.157
38-52	5,698.00	0.131
53	6,526.00	0.150
54-56	5,720.00	0.131

Lot Line Table		
Line #	Length	Direction
L1	70.71'	N36° 21' 18"W
L2	35.36'	S53° 38' 42"W
L3	35.36'	S36° 21' 18"E
L4	21.21'	N36° 21' 18"W
L5	21.21'	N53° 38' 42"E
L6	35.36'	N53° 38' 42"E
L7	35.35'	N36° 21' 20"W
L8	21.21'	S36° 21' 18"E
L9	35.36'	N53° 38' 42"E

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, J. GARY FRISBY, PRESIDENT OF JGF LAND CO. INC. GENERAL PARTNER OF JGF ENTERPRISES, L.P. AS OWNER OF THE 14.884 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PUEBLO DE PALMAS PHASE 15, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

JGF ENTERPRISES, L.P.

BY: _____ 7/15/14

J. GARY FRISBY, PRESIDENT, JGF LAND CO., INC. DATE:
P.O. BOX 1000
MISSION, TEXAS 78573-1000

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY
PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15TH DAY OF July ,2014 .

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 30, 2018

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

7-15-14

FRED L. KURTH, PE # 54151
DATE PREPARED: AUGUST 14, 2013
JOB No. (ENG.) 13084.00
BY: CIRO

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PLAT AND DESCRIPTION OF THE PUEBLO DE PALMAS PHASE 15 WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND ON 7/15/13 BY ME OR UNDER MY SUPERVISION.

7-15-14

FRED L. KURTH, RPLS # 4750
DATE SURVEYED: 07-15-13
BOOK T-955, PGS. 5-6,9-10
JOB No. (SUR.) 13084.08

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

APPROVED BY IRRIGATION DISTRICT

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS 7TH DAY OF July 2014 SUBJECT TO THE FOLLOWING
1.) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE;
2.) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL;
3.) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY AND EASEMENTS OF DISTRICT; AND
4.) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, THE LOT OWNER BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.

PRESIDENT

THE TRUSTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

FINAL WATER AND SEWER ENGINEERING REPORT FORMAT
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 15 WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND JUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 12" DIAMETER WATER LINE RUNNING ALONG THE SOUTH SIDE OF THE RIGHT-OF-WAY OF RAMSEYER ROAD. THE WATER SYSTEM FOR PUEBLO DE PALMAS PHASE 15 CONSISTS OF 2-8" DIAMETER WATER LINE THAT TAPS INTO THE EXISTING 12" WATER LINE. AN 8" LINE CONNECT TO THE EXISTING 12" WATER LINE RUNS NORTH CROSSING RAMSEYER ROAD CONTINUING APPROXIMATELY 530.00 FEET ALONG AND WITHIN AN EXISTING EXCLUSIVE N.A.W.S.C. EASEMENT ALONG THE EAST SIDE OF CESAR CHAVEZ ROAD ENDING WITH AN 8" GATE VALVE. ANOTHER 8" WATER LINE TAPS INTO THE EXISTING 12" WATER LINE RUNS NORTH CROSSING RAMSEYER ROAD AND CONTINUING 535.00 FEET ALONG AND WITHIN THE WEST RIGHT-OF-WAY OF LORENA STREET ENDING WITH AN 8" GATE VALVE. ANOTHER 2-8" WATER LINE RUN EAST ALONG AND WITHIN THE NORTH RIGHT-OF-WAY OF ENERGY AVENUE AND PALLADIUM AVENUE, CONNECTING TO THE PREVIOUSLY MENTION 8" WATER LINES ON CESAR CHAVEZ ROAD AND LORENA STREET. 3-8" TEES AND 8" GATE VALVE ARE INSTALL FACING NORTH ALONG AND WITHIN THE EAST RIGHT-OF-WAY OF FUTURE ANNABEL STREET, DELTA STREET AND ALLEGIANT STREET, CONNECTING TO THE PREVIOUSLY MENTION 8" WATER LINE PALLADIUM AVENUE. ANOTHER 2-8" WATER LINE CONNECT INTO THE PREVIOUSLY MENTION 8" WATER LINE ALONG THE EAST SIDE OF THE CESAR CHAVEZ ROAD CROSS OTOR CHAVEZ ROAD TO THE WEST AND CAPPED FOR FUTURE EXTENSION.

WATER DISTRIBUTION FOR THE PUEBLO DE PALMAS PHASE 15 CONSISTS OF TWENTY-THREE -1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND TEN -¾" DIAMETER SINGLE SERVICE LINES SERVICING 10 SINGLE LOTS. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" WATER LINES, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ 113,159.50, OR $ 2020.71 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF **$46,150.00**, WHICH COVERS THE **$ 824.40** COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.E.W.S.C. UPON REQUEST BY THE LOT OWNER, N.E.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 5 FIRE HYDRANTS AT A UNIT COST OF $ 3,500.00 FOR A TOTAL COST OF $ 17,500.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.E.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 15 WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF EDINBURG. THE SUBDIVIDER AND CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH CITY OF EDINBURG HAS PROMISED TO TREATE THE SIFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND CITY OF EDINBURG HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE L .G TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

CITY OF EDINBURG HAS AN EXISTING MANHOLE AT THE SOUTHWEST CORNER DOOLITTLE ROAD AND RAMSEYER ROAD. A LIFT STATION HAS BEEN INSTALLED AT THE SOUTHEAST CORNER OF LOT 1 OF THIS SUBDIVISION AND A 8" FORCEMAIN RUNS WEST ALONG THE NORTH SIDE OF RAMSEYER ROAD CROSSING DOOLITTLE ROAD THEN SOUTH CROSSING RAMSEYER ROAD TO THE EXISTING MANHOLE PREVIOUSLY MENTION. THE WASTEWATER SYSTEM FOR PUEBLO DE PALMAS PHASE 15 CONSISTS OF AN 12" DIAMETER SEWER LINE THAT TAPS INTO THE LIFT STATION AT THE SOUTHEAST CORNER OF SAID LOT 1. THIS 12" LINE THEN RUNS WEST ALONG THE NORTH SIDE OF RAMSEYER ROAD RIGHT-OF-WAY THEN NORTH ALONG THE EAST SIDE OF CESAR CHAVEZ ROAD ENDING WITH A 8' CAP APPROXIMATELY 515 FEET NORTH OF RAMSEYER ROAD. ANOTHER 8" LINE TAPS INTO A 48" MANHOLE ON CESAR CHAVEZ ROAD AND RUNS EAST ALONG THE SOUTH SIDE OF ENERGY AVENUE RIGHT-OF-WAY CONNECT WITH A 48" MANHOLE AT THE SOUTHWEST CORNER OF LOT 17. AN 8" SANITARY SEWER LINE ALONG THE EAST RIGHT-OF-WAY OF LORENA STREET EXTEND FROM THE PREVIOUSLY MENTION 48" MANHOLE TO THE NORTH AND SOUTH ENDING WITH A 48" MANHOLE AT THE NORTHWEST CORNER OF LOT 55 AND A CLEANOUT ON THE NORTHWEST CORNER LOT 15. AN 8" SEWER LINE CONNECT TO A 48" MANHOLE ALONG THE EAST SIDE OF CESAR CHAVEZ ROAD RUNS EAST ALONG THE SOUTH RIGHT-OF-WAY OF PALLADIUM AVENUE ENDING WITH A 48" MANHOLE AT THE NORTHWEST CORNER OF LOT 52. ANOTHER 2-8" SANITARY SEWER LINE CONNECT TO 48" MANHOLE ALONG THE EAST RIGHT-OF-WAY OF CESAR CHAVEZ ROAD EXTENDING TO THE WEST AND CAPPED FOR FUTURE EXTENSION. FROM THE 8" LINE, ONE HUNDRED SEVENY EIGTH (56) 4" DIAMETER SEWER SERVICE LINES RUN FOR EACH LOT.

THE 12", 8" LINE, 8" FORCE MAIN, 4" SERVCE LINE AND TWENTY-SIX (11) 48" SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $ 301,715.00 OR $ 5,387.77 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID THE CITY OF EDINBURG THE SUM OF **$ 5,320.00**. WHICH COVERS THE **$ 95.00** PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE CITY OF EDINBURG THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY .THAT THE WATER AND SEWAGE SERVICE F.'CILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CF "IFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF **$ 159,309.50** WHICH EQUALS TO **$ 2,844.81** PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF **$ 307,035.00** WHICH EQUALS TO $ _____ PER LOT.

ENGINEER'S SIGNATURE _____ DATE 7-11-14

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH
PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 15 RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

N.A.W.S.C. TIENE UN CONDUCTO DE AGUA DE 12 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO SUR DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA RAMSEYER ROAD. EL SISTEMA DE AGUA PARA PUEBLO DE PALMAS PHASE 15 CONSISTE DE DOS CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO. UN CONDUCTO DE 8 PULGADAS SE CONNECTARON A LA CONDUCTA DE 12 PULGADAS DE DIAMETRO LUEGO CURSANDO A RAMSEYER ROAD AL NOTRE CORE APPROXIMAMENTE 530 PIES DENTRO UN CONSECION DE 15 PIES EXCLUSIVA DE N.A.W.S.C. A LO LARGO DEL LADO ESTE DE CESAR CHAVEZ ROAD TERMINANDO CON UNA VARVULA DE OCHO PULGADAS. OTRA CONDUCTA DE 8 PULGADAS SE CONNECTA A LA CONDUCTA EXISTENTE DE 12 PULGADAS CRUSADO A RAMSEYER ROAD AL NORTE CORE 535.00 PIPES POR EL LADO OESTE DEL DERECHO DE VÍA DE LA CARRETERA LORENA STREET LUEGO TERMINANDO CON UNA VARVULA DE OCHO PULGADAS. 2-CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO CONTINÚA CORRIENDO AL ESTE POR EL LADO NORTE DE LA CALLE ENERGY AVENUE Y PALLADIUM AVENUE, CONECTÁNDOSE CON LA LÍNEAS DE AGUA DE 8 PULGADAS DE DIÁMETRO PREVIAMENTE MENCIONADA LOCALIZADA AL LADO ESTE DE CESAR CHAVEZ ROAD Y EL LADO OESTE DE LORENA STREET. OTRAS 3-CONNECCIONES DE AGUA CONC 3 VARVULAS DE OCHO PULGADAS DE DIÁMETRO AL LADO NORTE Y POR EL LADO ESTE DE LA CARRETERA FUTURA DE CALLE ANNABEL STREET, DELTA STREET Y ALLEGIANT STREET. TOTOS 3 CONDUCTO DE 8 PULGADAS SERÁ CONECTADO A LA LÍNEA DE AGUA PREVAMENTE MENCIONADA EN EL LADO ESTE DE CESAR CHAVEZ ROAD CRUSADO AL OESTE DE CESAR CHAVEZ ROAD Y TAPADO PARA LA EXTENSION EN EL FUTURO.

LA DESTIBUSION DE AGUA PARA PUEBLO DE PALMAS PHASE 15 CONSISTE DE VENTIE-UN DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE Y DIEZ CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE. LOS CONDUCTOS DE 8 PULGADAS DE DIÁMETRO SE HAN INSTALADO, LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 113,159.50 O $ 2,020.71 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. **$ 46,150.00** POR EL COSTE DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE. **$824.40** ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN HA INSTALADO 5 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 3,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $17,500.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 15 RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE CITY OF EDINBURG. EL DUEÑO DE LA SUBDIVISIÓN Y LA CIUDAD DE EDINBURG HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. LA CIUDAD DE EDINBURG HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 15 CONSISTE DE UN ALCANTARILLA SANITARIO LOCALIZADO AL SUROESTE DE DOOLITTLE ROAD Y RAMSEYER ROAD. EL SISTEMA DE PROVISIÓN DRENAJE SANITARIO DE LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 15 CONSISTE UN SISTEMA DE POMPAS SANITARIO SE HA INSTALADO AL SURESTE DE LOTE 1 DE ESTA SUBDIVISION Y UN CONDUCTO DE PRECION SANITARIO DE 8" DE DIÁMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VÍA DE LA CARRETERA RAMSEYER ROAD CRUZADO DOOLITTLE ROAD LUEGO CORRIENDO AL SUR CURZANDO RAMSEYER ROAD CONNECTANDO AL UN ALCANTARILLA SANITARIO PREVIAMENTE MENCIONADA. UN CONDUCTO DE DRENAJE DE 12" DE DIÁMETRO QUE SE CONECTA AL SISTEMA DE POMPAS SANITARIO EN LOTE 1 CORE AL OESTE EN EL LADO NORTE DE RAMSEYER ROAD LUEGO CORE AL NORTE EN EL LADO ESTE DE CESAR CHAVEZ ROAD TERMINANDO CON UN TAPON DE 12" APROXIMAMENTE 515 PIES AL NORTE DE RAMSEYER ROAD. UN CONDUCTO DE 8" SE CONNECTO A UN ALCANTARILLA DE 48" EN EL LADO ESTE DE CESAR CHAVEZ ROAD Y CORE AL ESTE AL LADO SUR DEL DERICHO DE VIA DE ENERGY AVENUE TERMINANDO CON UN ALCANTARILLA DE 48" EN EL SUROESTE DE LOTE 17. OTRA LÍNEA DE 8" CUAL EN EL LADO ESTE DEL DERICHO DE VIA DE LORENA STREET SE EXTENDERA AL NORTE Y EL SUR TERMINARA CON UNA ALCANTARILLA DE 48" DE DIÁMETRO LOCALIZADA AL NORTEOESTE DE LOTE 55 Y UN TAPON DE ACSESO AL NORTEOESTE DE LOTE 15. OTRO CONDUCTO DE DRENAJE DE 8" DE DIÁMETRO SE CONNECTA A UN ALCANTARILLA DE 48" EN EL LADO ESTE DE CESAR CHAVEZ ROAD SEGUE AL ESTE EN EL LADO SUR DEL DERICHO DE VIA DE PALLADIUM AVENUE TERMINANDO CON UN ALCANTARILLA DE 48" EN EL NORTEOESTE DE LOT 52. ORTOS 2 CONDUCTOS SE CONECTAN CON A-ALCANTARILLA DE 48" EN EL LADO ESTE DE CESAR CHAVEZ ROAD SIGUEN AL OESTE CRUZANDO CESAR CHAVEZ ROAD Y TAPADOS PARA EXTENSION EN EL FOTURO. DE ESTAS LÍNEAS DE DRENAJE SANITARIO DE 8" CIENTO SETENTA OCHO (56) LÍNEAS DE SERVICIO DE 4 PULGADAS SERÁN EXTENDIDAS HA CADA LOTE.

LA LÍNEAS DE 12, 8 PULGADAS, UN CONDUCTO DE PRECION SANITARIO DE 8", DE 4 PULGADAS Y OCHO (11) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $ 301,715.00 O $ 5,387.77 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN LE HA PAGADO A LA COMPAÑÍA N.E.W.S.C. UN COSTO TOTAL DE **$ 5,320.00** O **$ 95.00** POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE **$159,309.50** O **$ 2,844.81** POR LOTE

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE **$307,035.00** O **$5,482.77** POR LOTE.

TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

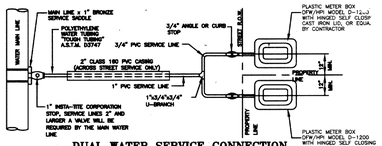
LEGEND:

W — PROPOSED DUAL WATER SERVICE
W — PROPOSED SINGLE WATER SERVICE
S — PROPOSED DUAL SEWER SERVICE
S — PROPOSED SINGLE SEWER SERVICE

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

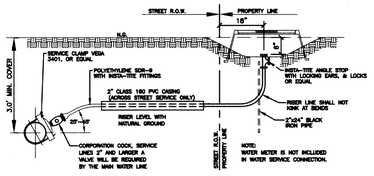
LEYENDA

W — SERVICIO DOBLE DE AGUA PROPUESTO
W — SERVICIO INDIVIDUAL DE AGUA PROPUESTO
S — SERVICIO DOBLE DE DRENAJE SANITARIO PROPUESTO
S — SERVICIO INDIVIDUAL DE DRENAJE SANITARIO PROPUESTO



DUAL WATER SERVICE CONNECTION
N.T.S.

NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.



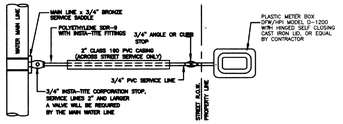
TYPICAL WATER SERVICE CONNECTION ELEVATION
N.T.S.

COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 207,005.30
DRAINAGE IMPROVEMENTS:	$ 147,980.00
WATER DISTRIBUTION:	$ 113,159.50
SANITARY SEWER IMPROVEMENTS:	$ 301,715.00

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 207,005.30
DRENAJE PLUVIAL:	$ 147,980.00
SERVICIO DE AGUA POTABLE:	$ 113,159.50
SERVICIO DE DRENAJE SANITARIO:	$ 301,715.00



SINGLE WATER SERVICE CONNECTION
N.T.S.

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 15

BEING A RESUBDIVISION OF 14.884 ACRES
BEING PART OR PORTION OF LOTS 15 THROUGH 18, BLOCK 31
OUT OF SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE — OFF: (956) 381-0981
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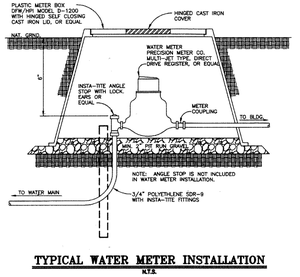
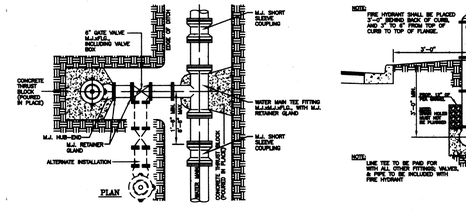
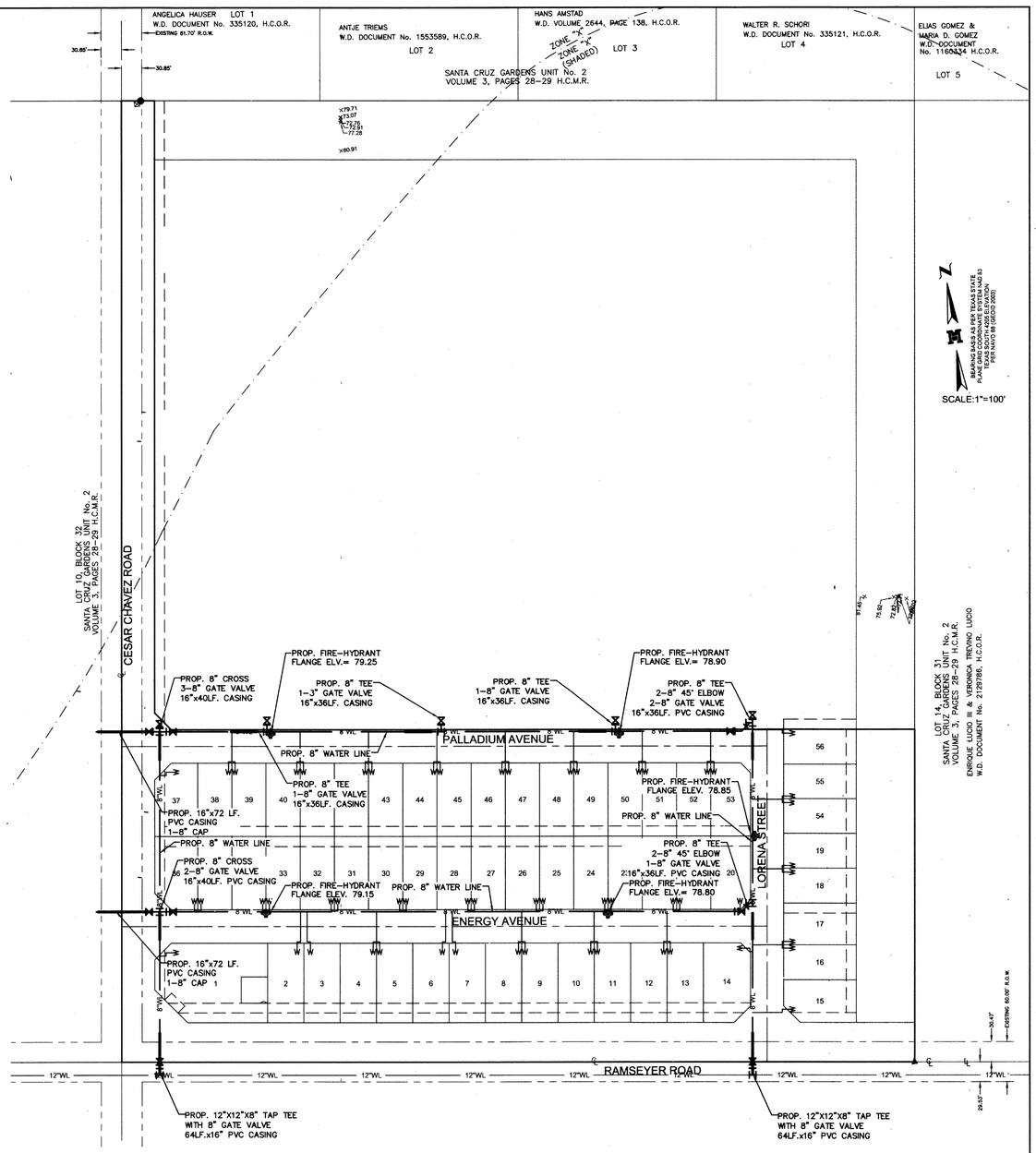


TYPICAL WATER METER INSTALLATION
N.T.S.



TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.



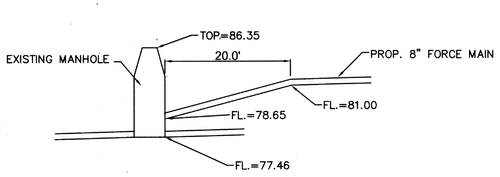
MAP OF SANITARY SEWER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE DRENAJE SANITARIO

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 15

BEING A RESUBDIVISION OF 14.884 ACRES
BEING PART OR PORTION OF LOTS 15 THROUGH 18, BLOCK 31
OUT OF SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

SCALE:1"=100'



FORCE MAIN CONNECTION TO EXISTING MANHOLE
NOT TO SCALE

TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

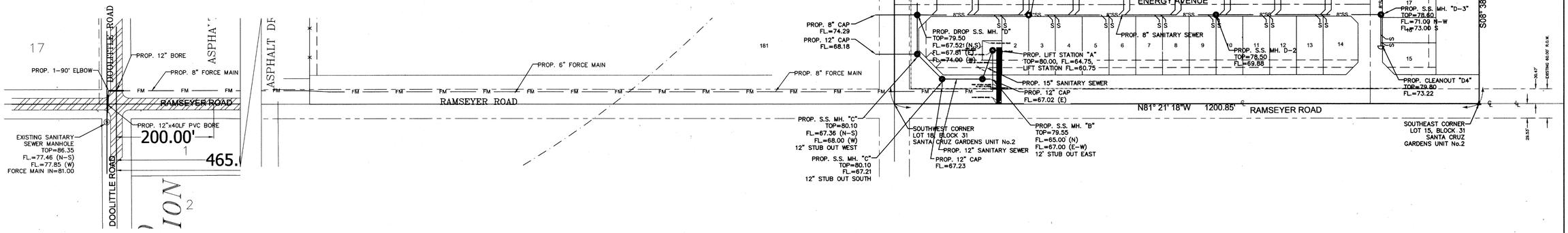
LEGEND:

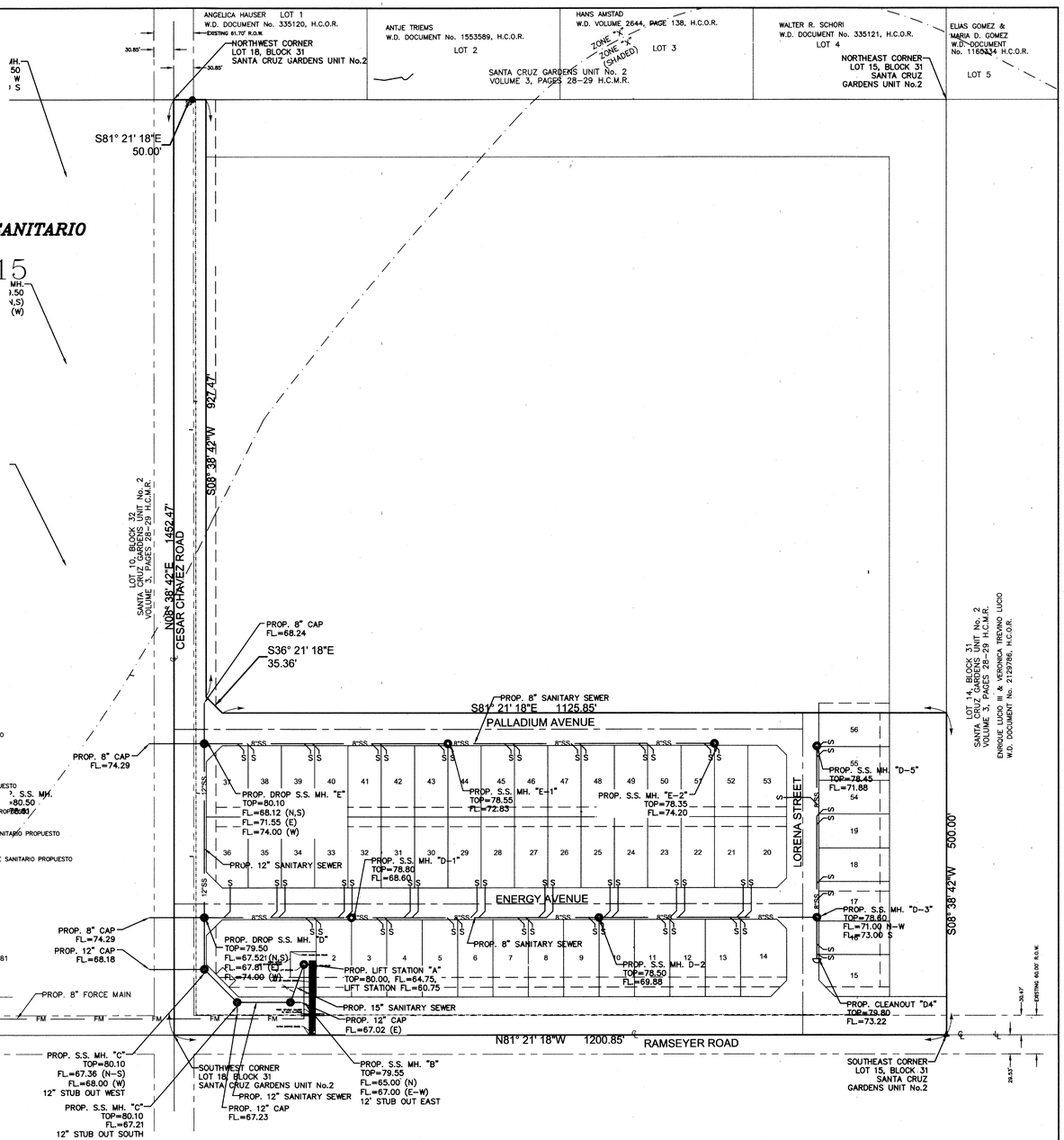
PROPOSED DUAL WATER SERVICE
PROPOSED SINGLE WATER SERVICE
PROPOSED DUAL SEWER SERVICE
PROPOSED SINGLE SEWER SERVICE

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

LEYENDA

SERVICIO DOBLE DE AGUA PROPUESTO
SERVICIO INDIVIDUAL DE AGUA PROPUESTO
SERVICIO DOBLE DE DRENAJE SANITARIO PROPUESTO
SERVICIO INDIVIDUAL DE DRENAJE SANITARIO PROPUESTO





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MAP OF SANITARY SEWER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE DRENAJE SANITARIO

SUBDIVISION MAP OF

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VOLUME 8, PAGES 28-29, H.C.M.R.
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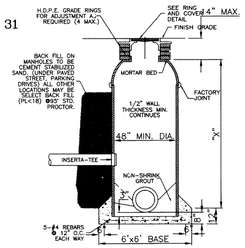
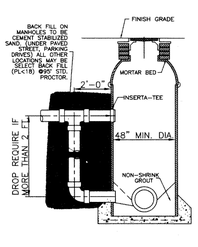
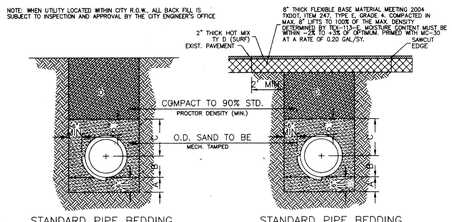


S-3 TYPICAL FIBERGLASS MANHOLE

NOTE: ALL DROP CONNECTIONS TO M.H. SHALL USE INSERTA-TEE



TYPICAL FIBERGLASS MANHOLE
With DROP STRUCTURE



STANDARD PIPE BEDDING
(MAIN & SERVICE LATERALS)

W-4

APPLICABLE BENEATH FUTURE/UNPAVED STREETS

A. SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")

B. SAND BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, MECH. TAMPED).

C. SAND BACK FILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, MECH. TAMPED).

D. FILL TRENCH W/SELECT BACKFILL W/12" LIFTS COMPACT TO 90% STD. PROCTOR.

FOUNDATION PREPARATION (WELL POINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

STANDARD PIPE BEDDING
(MAIN ONLY)

(PARALLEL WITHIN EXIST. STREET)

A. SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")

B. SAND BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, MECH. TAMPED).

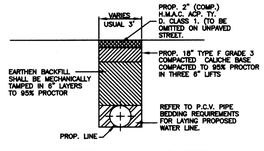
C. SAND BACK FILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, MECH. TAMPED).

D. FILL TRENCH W/SELECT BACKFILL W/12" LIFTS COMPACT TO 90% STD. PROCTOR.

FOUNDATION PREPARATION (WELL POINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

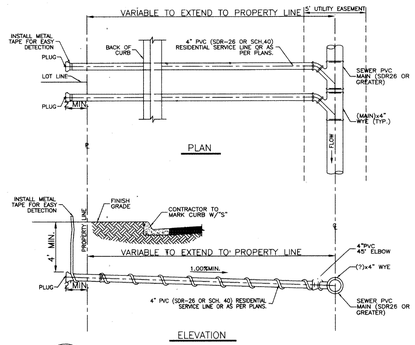
BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

NOTE: ALL EXISTING/ACTIVE STREET CROSSINGS SHALL REQUIRE SAND BACKFILL OF ENTIRE TRENCH. (SEE DETL S-6)



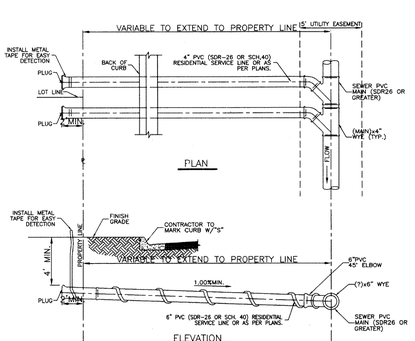
PAVED and UNPAVED
STREET BACKFILL DETAIL

N.T.S.



S-1 TYPICAL RESIDENTIAL SEWER SERVICE DETAIL
(RESIDENTIAL AND DUPLEX ONLY)

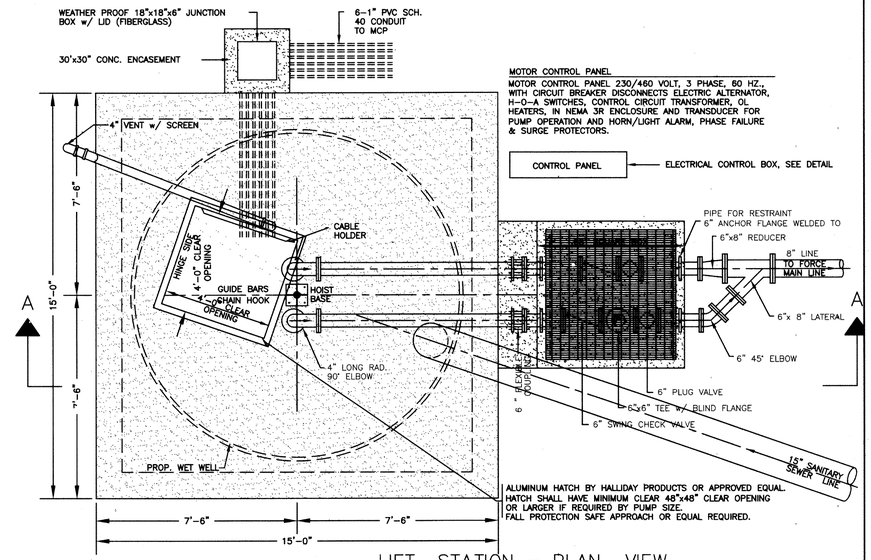
NOTE: SEE DETAIL S-5 FOR BACKFILL REQUIREMENTS.



S-2 TYPICAL MULTIFAMILY AND COMMERCIAL SEWER SERVICE DETAIL
(MULTIFAMILY UP TO TRIPLEX)

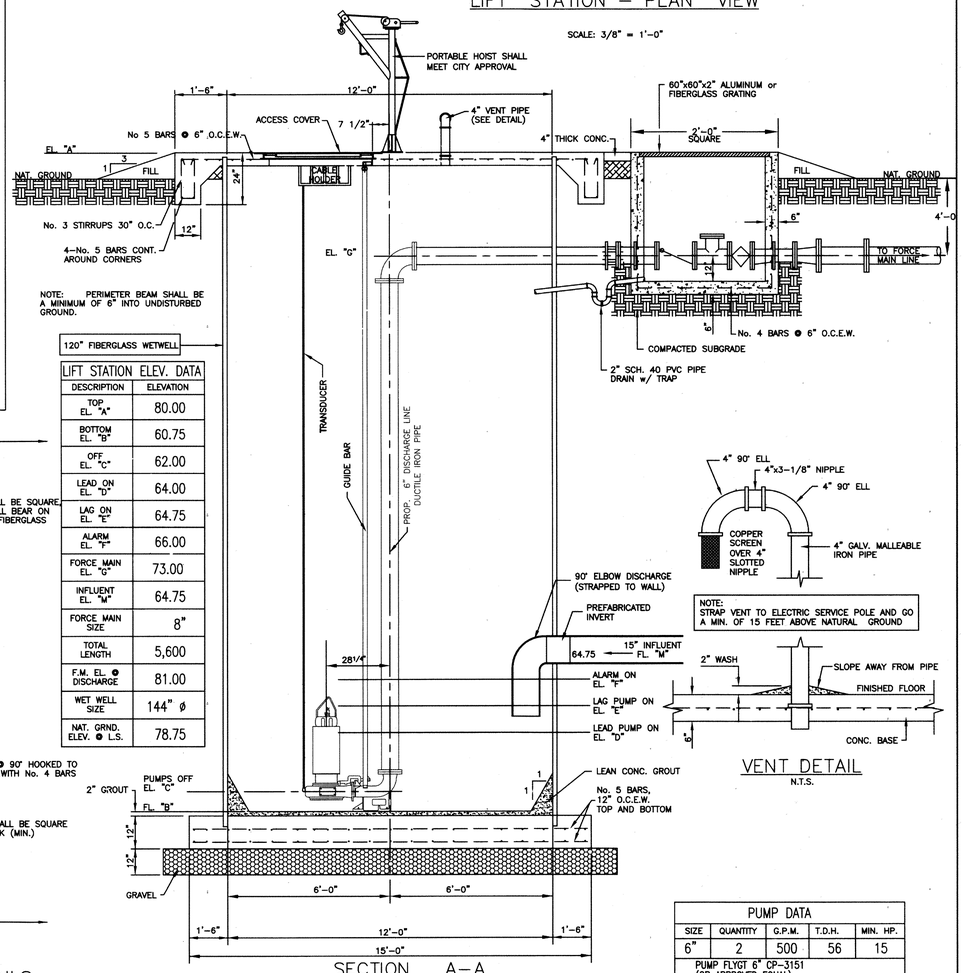
NOTE: SEE DETAIL S-5 FOR BACKFILL REQUIREMENTS.

SHEET 2



LIFT STATION - PLAN VIEW

SCALE: 3/8" = 1'-0"



NOTE: PERIMETER BEAM SHALL BE A MINIMUM OF 6" INTO UNDISTURBED GROUND.

SECTION A-A
SCALE: 3/8" = 1'-0"

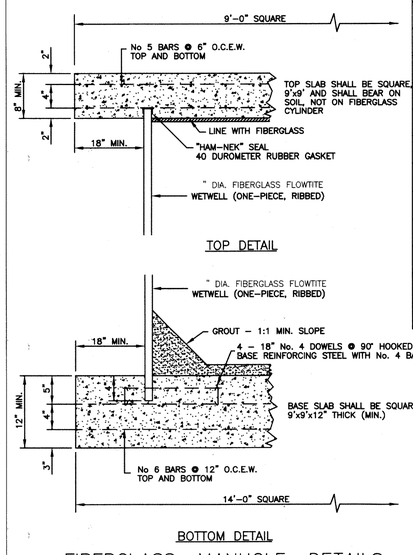
NOTE:
STRAP VENT TO ELECTRIC SERVICE POLE AND GO A MIN. OF 15 FEET ABOVE NATURAL GROUND

VENT DETAIL
N.T.S.

120" FIBERGLASS WETWELL

LIFT STATION ELEV. DATA	
DESCRIPTION	ELEVATION
TOP EL. "A"	80.00
BOTTOM EL. "B"	60.75
OFF EL. "C"	62.00
LEAD_ON EL. "D"	64.00
LAG_ON EL. "E"	64.75
ALARM EL. "F"	66.00
FORCE_MAIN EL. "G"	73.00
INFLUENT EL. "M"	64.75
FORCE MAIN SIZE	8"
TOTAL LENGTH	5,600
F.M. EL. @ DISCHARGE	81.00
WET WELL SIZE	144" ø
NAT. GRND. ELEV. @ L.S.	78.75

PUMP DATA				
SIZE	QUANTITY	G.P.M.	T.D.H.	MIN. HP.
6"	2	500	56	15
PUMP FLYGT 6" CP-3151 (OR APPROVED EQUAL)				



TOP DETAIL

BOTTOM DETAIL

FIBERGLASS MANHOLE DETAILS

N.T.S.

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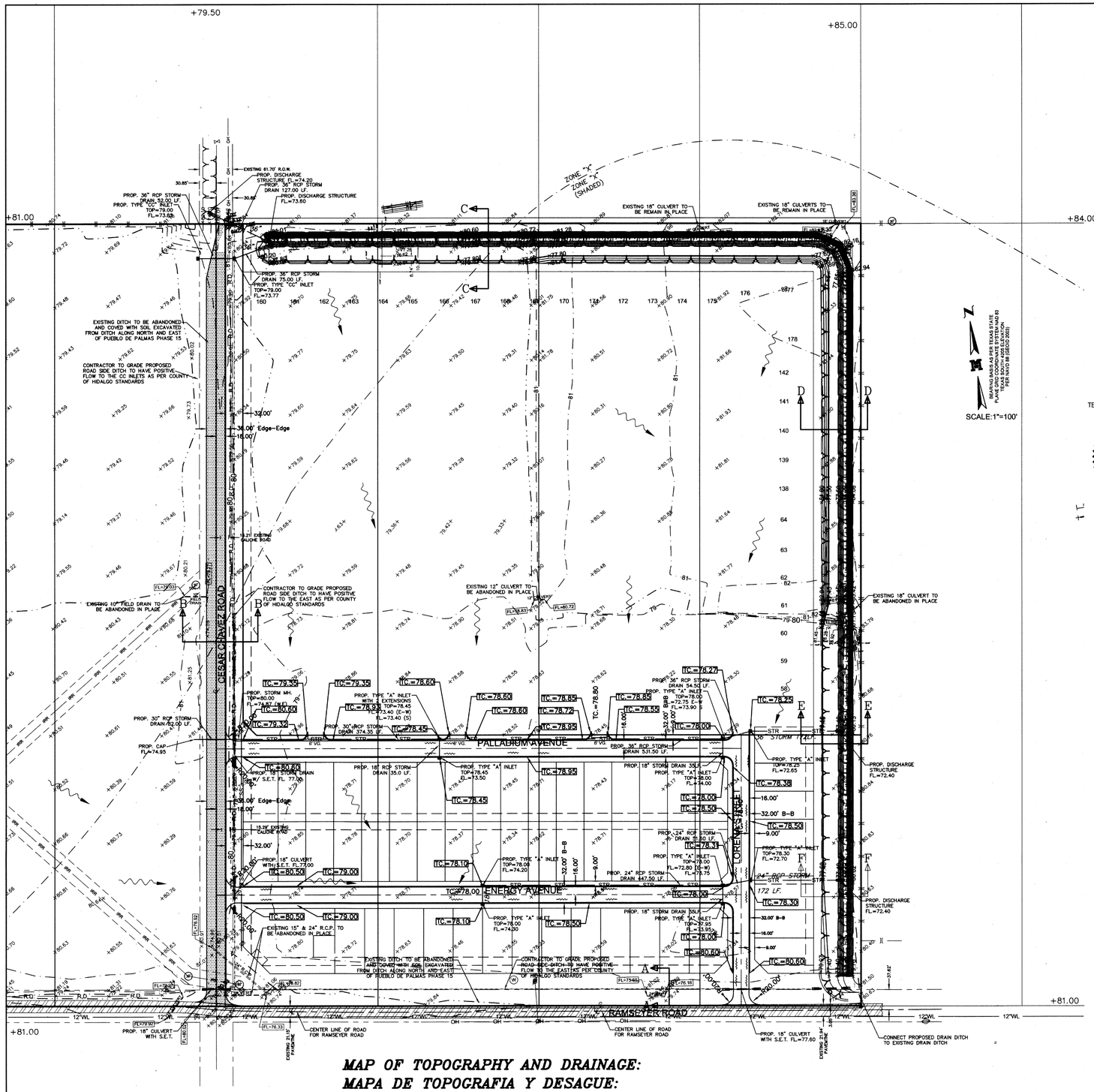


MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 15

BEING A RESUBDIVISION OF 14.884 ACRES
BEING PART OR PORTION OF LOTS 15 THROUGH 18, BLOCK 31
OUT OF SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

DRAINAGE STATEMENT
PUEBLO DE PALMAS PHASE 15

PUEBLO DE PALMAS PHASE 15 IS AN 14.884 ACRES TRACT OF LAND OUT OF PART OR PORTION OF LOTS 15-18, BLOCK 31 OUT OF SANTA CRUZ GARDENS UNIT #2, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 8, PAGE 146-147, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS LOCATED ALONG THE NORTH SIDE OF RAMSEYER ROAD AND ALONG THE EAST OF CESAR CHAVEZ ROAD. THE PROPERTY IS CURRENTLY FARM LAND AND IS LOCATED IN ZONE "X" SHADED & ZONE "X" UNSHADED IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0325 D, MAP REVISED JUNE 6, 2000 FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001. ZONE "X" SHADED IS DEFINED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE ARES LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD".
ZONE "X UNSHADED" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN." THE LAND IS CURRENTLY AGRICULTURAL AND WILL BE USED FOR RESIDENTIAL. PHASE 15 WILL CONSIST OF 178 LOTS.

THE SOILS ARE FINE SANDY LOAM, SANDY CLAY LOAM WHICH IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. THIS SOIL IS IN HYDROLOGIC GROUP "B". (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS")

EXISTING RUNOFF IS BY SURFACE FLOW IN A SOUTHERLY DIRECTION AND HAS A RUNOFF OF 3.59 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE EXISTING DRAINAGE FOR PUEBLO DE PALMAS PHASE 15 CONSISTS OF SURFACE RUNOFF FROM THE LOTS INTO THE PROPOSED STREETS. THE STREET SHALL CHANNEL RUNOFF INTO A PROPOSED DRAINAGE SYSTEM OF TYPE "A" INLETS AND STORM PIPES RANGING IN SIZE FROM 18" TO 36" THAT FLOW EASTERLY AND DISCHARGE INTO A RELOCATED SANTA CRUZ IRRIGATION DRAINAGE DITCH. THE DRAINAGE DITCH REPLACES THE EXISTING DITCH (159 L.F.) RUNS ALONG A PORTION OF CESAR CHAVEZ ROAD AND RAMSEYER ROAD. THE DRAINAGE DITCH SHALL CONNECT TO THE EXISTING DRAINAGE DITCH SYSTEM WHICH FLOWS EAST AND SOUTH, ULTIMATELY DRAINING INTO THE NORTH MAIN DRAIN. (SEE ATTACHED EXHIBITS AND DETAILS)

IN ACCORDANCE WITH THE CITY OF EDINBURG DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THE SUBDIVISION WILL NOT BE INCREASED DURING THE 10-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE AS PER ATTACHED CALCULATIONS THE REQUIRED 47,091 CUBIC FEET OF DETENTION WILL BE PROVIDED WITHIN THE RELOCATED DITCH ALONG THE EAST SIDE OF THIS SUBDIVISION WHICH HAS A CAPACITY OF 595,400 CUBIC FEET. THE DRAINAGE AND DETENTION PLAN WILL BE REVIEWED BY THE HIDALGO COUNTY PLANNING DEPARTMENT PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, MAP REVISED JUNE 6, 2000 FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001. IS CONTAINED WITHIN THE CONSTRUCTION OF A NEW DITCH ALONG THE NORTH AND EAST SIDE OF THIS SUBDIVISION.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

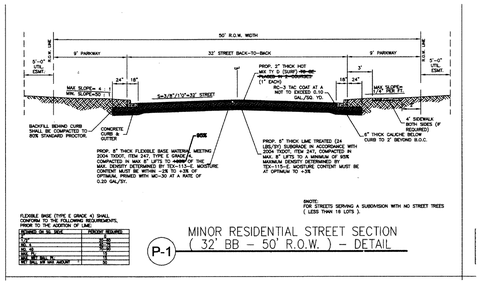
FRED L. KURTH, PE # 54151 DATE: 7-15-14

EXISTING VOLUME ON EXISTING DITCH ALONG CESAR CHAVEZ & RAMSEYER ROAD 345,400 C.F.

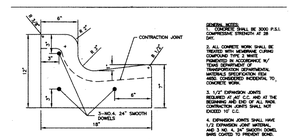
REQUIRED DETENTION FOR OVERALL PHASE 15 & 16 245,271 C.F.

TOTAL DETENTION REQUIRED 590,671 C.F.

AVALIABLE DETENTION WITHIN THE PROPOSED DITCH ALONG NORTH & EAST SIDE OF PHASE 15 595,400 C.F.

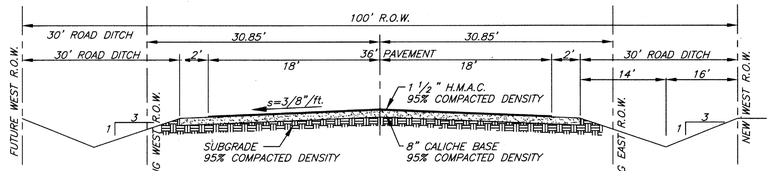


MINOR RESIDENTIAL STREET SECTION
(32' BB - 50' R.O.W.) - DETAIL (P-1)

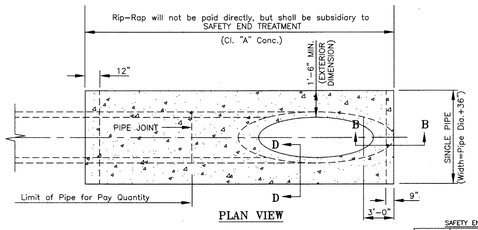


CURB AND GUTTER DETAIL
NOT TO SCALE

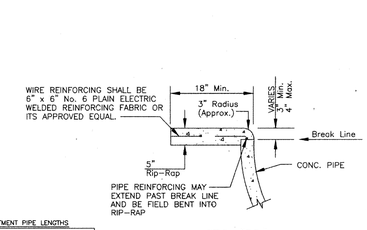
GENERAL NOTES:
1. CONCRETE SHALL BE 3000 P.S.I. COMPRESSIVE STRENGTH AT 28 DAY.
2. ALL CONCRETE WORK SHALL BE TROWED WITH ACCEPTABLE CURING COMPOUND THAT IS MIXED, APPLIED AND MEETS REQUIREMENTS W/ TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) SPECIFICATION, MATERIALS SPECIFICATION 1000, LATEST EDITION. APPLICATION TO BE HAND. CONCRETE APPLICATION TO MEET ASTM C309.
3. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 60' O.C. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' O.C.
4. CONTRACTION JOINTS SHALL HAVE A MINIMUM DEPTH OF 1" AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' O.C.
5. EXPANSION JOINT MATERIAL SHALL BE 1/2" PREFORMED JOINT MATERIAL AND 5 NO. 6 - 24" SMOOTH DOWEL BARS, COATED TO PREVENT BOND.



TYPICAL PAVING SECTION
CESAR CHAVEZ ROAD



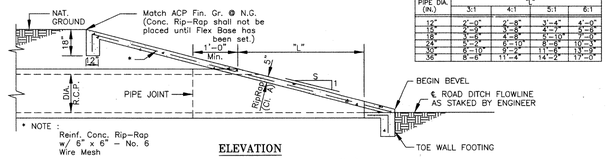
PLAN VIEW



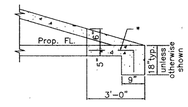
SEC. "DD"

SAFETY END TREATMENT PIPE LENGTHS

PIPE DIA. (IN.)	"L" 3:1	4:1	5:1	6:1
12"	2'-0"	2'-8"	3'-4"	4'-0"
18"	3'-0"	4'-0"	5'-0"	6'-0"
24"	4'-0"	5'-4"	6'-8"	8'-0"
30"	5'-0"	6'-8"	8'-4"	10'-0"
36"	6'-0"	8'-0"	10'-0"	12'-0"
42"	7'-0"	9'-4"	11'-8"	14'-0"
48"	8'-0"	10'-8"	13'-4"	16'-0"



ELEVATION
SAFETY END TREATMENT-TYPE "C"



SEC. "BB"

SAFETY END TREATMENT - (Type "C") DETAILS
N.T.S.

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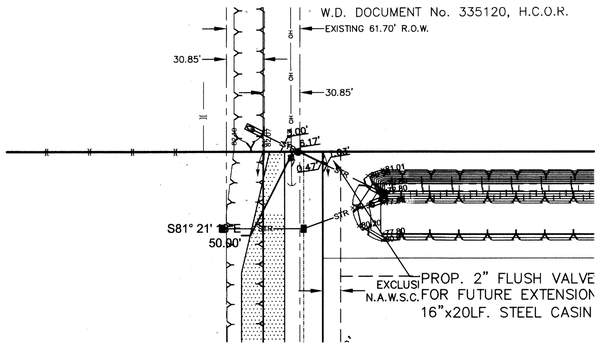
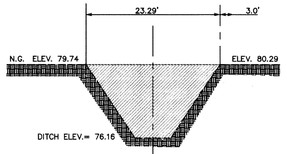
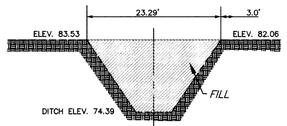


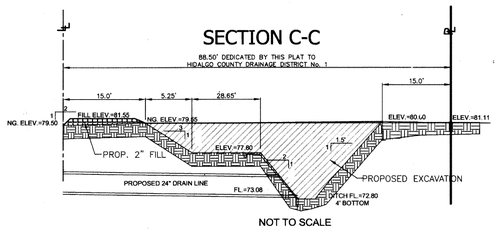
CONNECTION OF EXISTING DRAIN DITCH TO
PROPOSED DRAIN DITCH WITH 30" STORM DRAIN
AT NORTHWEST CORNER OF THIS SUBDIVISION



TYPICAL EXISTING DITCH ALONG
RAMSEYER ROAD SECTION A-A
N.T.S.



EXISTING DITCH ALONG
CESAR CHAVEZ ROAD SECTION B-B



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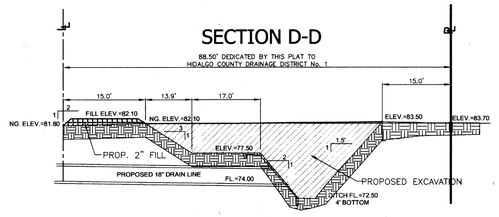

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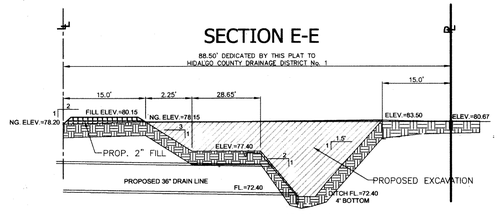

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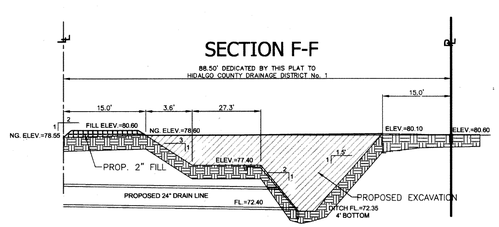

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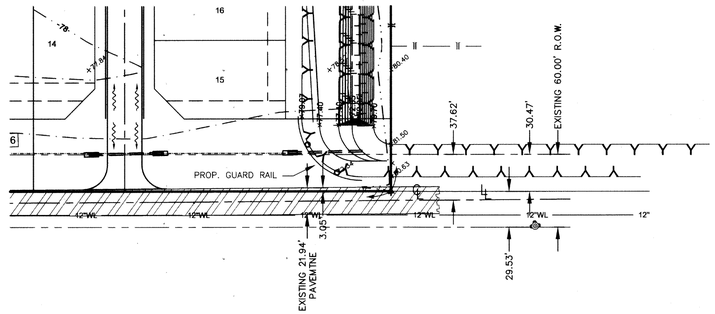
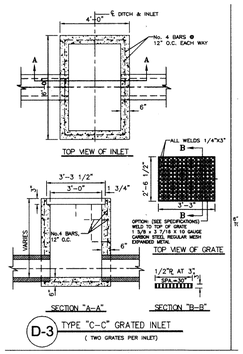
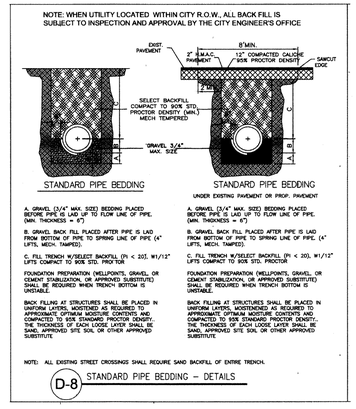
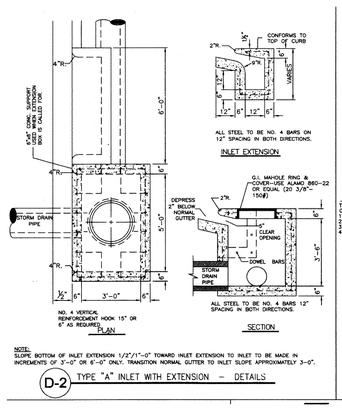
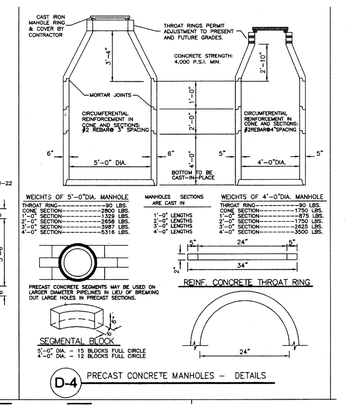


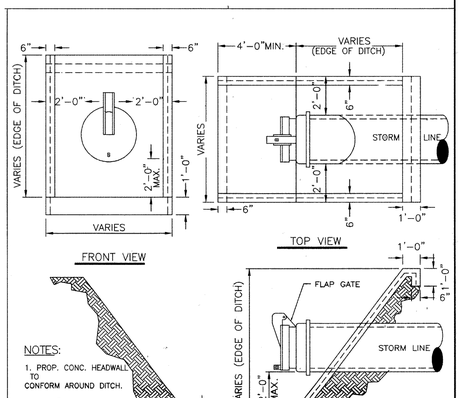
CONNECTION OF PROP. DRAIN DITCH TO
EXISTING DRAIN DITCH AT SOUTHEAST CORNER OF THIS SUBIDIVISON











DRAINAGE DETAILS:
DETALLES DE DESAGUE:

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 15

BEING A RESUBDIVISION OF 14.884 ACRES
BEING PART OR PORTION OF LOTS 15 THROUGH 18, BLOCK 31
OUT OF SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28–29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE — OFF: (956) 381-0981
EDINBURG, TX. 78541 — FAX: (956) 381-1839
227 N. F.M. 3167 — OFF: (956) 467-8256
RIO GRANDE CITY, TX. 78582 — FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

\\Land Development\Residential\Edinburg\13084 - Pueblo de Palmas 15 & 16\13084.00 - Plat Dev Report General\AutoCad Files\DWG\Pueblo 15.dwg, 7/11/2014 4:18:46 PM, ciro

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 08-12-2014

PROPOSED **H & R** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER: **NAIN ENGINEERING** DEVELOPER: **HECTOR GARCIA, JR.**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **1** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **West of Mayberry Road approximately 400 feet North of Mile 8 North Road**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **McAllen** and was approved by the P & Z and City Commission of said City.

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **01-12-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be detained within the depressed area of the large lots. Contractor will re-construct Mayberry roadside ditch to County specifications.**

ROAD R.O.W. DEDICATION: **20 feet on Mayberry Road**

H.C.R.O.W. FINAL APPROVAL DATE: **06-11-14** : By, **Victor Gallardo** PCT 3 R.O.W. AGENT

H.C.H.D FINAL APPROVAL DATE: **05-13-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: May 13, 2014

WATER SERVICE PROVIDER: **S. W.S.C.** LINE SIZE: **2"** LOCATION: **Mayberry Road**

H.C.O.E.C. FINAL APPROVAL DATE: **05-08-14 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**

Proposed project was reviewed before preliminary approval and it was determined that less than one acre of soil disturbance would take place during construction and it was not part of a larger common plan of development. Coverage under TPDES General Permit for Construction Activities (TXR150000) was not required. No Construction Activities.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **MAY 27, 2014**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments.*

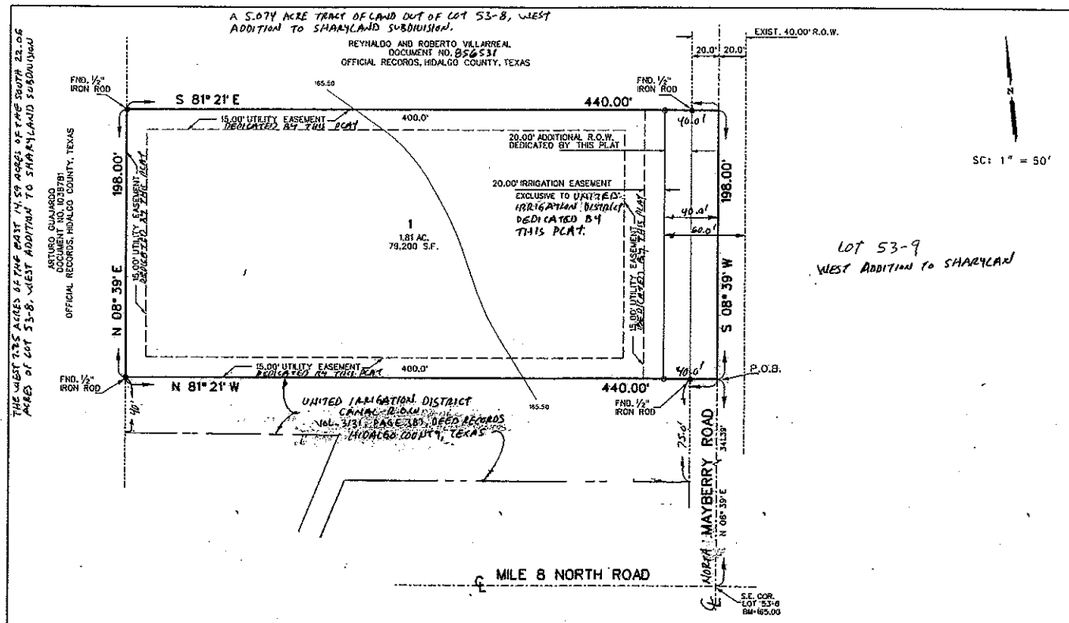
☒ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

H AND R SUBDIVISION

A 2.00 ACRE TRACT OUT OF A CERTAIN 5.1 ACRE TRACT OUT OF LOT 53-8 AMENDED MAP OF WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 6, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 2250260, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



METES AND BOUNDS

A 2.00 ACRE TRACT OF LAND OUT OF A CERTAIN 5.1 ACRE TRACT OUT OF LOT 53-8, AMENDED MAP OF WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 6, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 2250260, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT POINT ON THE EAST LINE OF LOT 53-8 AND IN THE CENTERLINE OF NORTH MAYBERRY ROAD FOR THE SOUTHEAST CORNER OF THIS TRCAT, SAID POINT BEARS N 08° 39' E, 341.39 FEET FROM THE SOUTHEAST CORNER OF LOT 53-8; TRACT

THENCE N 81° 21' W, PASSING A ½" IRON ROD FOUND AT 20.00 FEET FOR THE WEST R.O.W LINE OF NORTH MAYBERRY ROAD, A TOTAL DISTANCE OF 440.00 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 08° 39' E, A DISTANCE OF 198.00 FEET TO A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S 81° 21' E, PASSING A ½" IRON ROD FOUND AT 420.00 FEET FOR THE WEST R.O.W. LINE OF NORTH MAYBERRY ROAD, A TOTAL DISTANCE OF 440.00 FEET TO A POINT ON THE EAST LINE OF LOT 53-8 AND IN THE CENTERLINE OF MAYBERRY ROAD FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 08° 39' W, ALONG THE EAST LINE OF LOT 53-8 AND THE CENTERLINE OF NORTH MAYBERRY ROAD A DISTANCE OF 198.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.00 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, WE, THE UNDERSIGNED, OWNER(S) OF THE LAND ON THIS PLAT, AND DESIGNATED AS H AND R SUBDIVISION TO THE CITY OF McALLEN, TEXAS, AND WHOSE NAME(S) IS (ARE) SUBSCRIBED HERETO, HEREBY DEDICATED TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, WATERLINES, SEWER LINES, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I (WE) WILL CAUSE TO BE INSTALLED THEREON SHOWN OR NOT SHOWN IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF McALLEN, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED EITHER ON THE PLAT HEREOF, OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF McALLEN.

Hecte Garcia Jr.
OWNER: HECTOR GARCIA JR
ADDRESS: 3504 LANDFORD
MISSION, TEXAS. 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED HECTOR GARCIA JR PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9th DAY OF May, 2014

LEONOR ARRATIA
Notary Public, State of Texas
My commission Expires
December 19, 2014

NOTARY PUBLIC, FOR THE STATE OF TEXAS

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____

THIS PLAT IS HEREBY APPROVED BY UNITED IRRIGATION DISTRICT. IS SUBJECT TO THE CONDITION THAT THE SUBDIVIDER WILL PROVIDE DOMESTIC WATER SYSTEM TO DISTRIBUTE POTABLE WATER. THIS DISTRICT WILL PROVIDE ONLY IRRIGATION WATER WHERE DISTRIBUTING FACILITIES MUST BE CONSTRUCTED AND MAINTAINED AT THE EXPENSE OF THE OWNER AND CONSISTING OF PIPELINES, VALVES, CHECK GATES TO BE CONNECTED TO THE NEAREST DISTRICT FACILITY. DATED THIS THE 27th DAY OF May A.D., 2014

Michael J Barry III
SECRETARY

PRESIDENT

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF McALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING COMMISSION

I, THE UNDERSIGNED MAYOR OF THE CITY OF McALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF McALLEN

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Reynaldo Robles 6/02/14
REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR • 4032
P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS. 78596
PH. 956-968-2422

STATE OF TEXAS OF REGISTERED REYNALDO ROBLES 4032 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Guillermo A. Arratia, P.E. 5/9/14
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS GUILLERMO A ARRATIA 94001 LICENSED PROFESSIONAL ENGINEER

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF H AND R SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE H AND R SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2014.

HIDALGO COUNTY JUDGE — DATE

ATTEST: _____
HIDALGO COUNTY CLERK — DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

GENERAL NOTES:

1 MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
FRONT: 40.00 FEET OR GREATER FOR EASEMENTS
SIDES: 15.0 FEET OR GREATER FOR EASEMENTS
REAR 35.0' OR EASEMENT WHICH EVER IS GREATER
GARAGE: 18 FEET EXCEPT WHERE GREATER, SETBACK IS REQUIRED, GREATER SET BACK APPLIES.

2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET, 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
O -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
↗ -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.

4. BENCHMARK ELEVATION 165.00' INTERSECTION OF MILE 8 NORTH AND MAYBERRY ROAD, U.S.G.S MAP (NGVD)

5. FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
C.P.N. 480334 0295 D
MAP REVISED: JUNE 6, 2000.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THE DRAINAGE DETENTION REQUIRED FOR THIS PLAT IS 0.23 ACS FT OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS LOT

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE. AND MULTI-FAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(s)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

11. HECTOR GARCIA JR., THE OWNER & SUBDIVIDER OF H AND R SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

14. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

15. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.

16. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.

13. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.

18. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSS PERMIT FROM THE DISTRICT.

19. NO PERMANENT STRUCTURE, (EXAMPLE, FENCES, OR DRIVEWAYS OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

20. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.

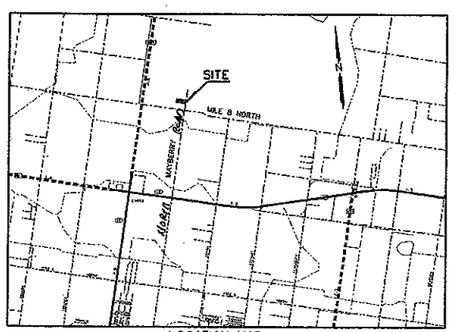
21. 4.00 FEET MINIMUM CONCRETE SIDEWALK IS REQUIRED ON WALES MAYBERRY ROAD

22. A 6.0 FT OPAQUE BUFFER REQUIRED FROM ADJACENT (BETWEEN) MULTIFAMILY RESIDENTIAL AND COMMERCIAL AND OR INDUSTRIAL ZONES/USES
A 8.0 FT MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, ZONES/USES.

23. THE PROPERTY COVERED BY THIS PLAT IS SUBJECT TO THAT ONE CERTAIN CONVENIENTAT AGAINST REAL PROPERTY BETWEEN HECTOR GARCIA JR. AND THE CITY OF MCALLEN EXECUTED ON MAY 16, 2014 AND RECORDED IN THE FOLLOWING INSTRUMENT NUMBER 2513938 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

24. NEAREST CITY OF MCALLEN BENCH MARK:
MC 29 = 166.75', 30" ALUMINUM PIPE WITH A 3 ¼" BRASS MONUMENT CAP SOTOP LOCATED AT THE EAST BOUND OF FM 2993, 1.1 MILE NORTH OF S.H. 107.

25. AN ENGINEERED DRAINAGE DETENTION PLAN, APPROVED BY THE ENGINEERING, DEPARTMENT, PRIOR TO ISSUANCE OF BUILDING PERMITS.



LOCATION MAP — SCALE: 1"= 5000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

H AND R SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 3 AND IS LOCATED WESTERLY HIDALGO COUNTY, ON THE WEST SIDE OF MAYBERRY ROAD, 341.39 FEET NORTH OF MILE 8 NORTH. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF McALLEN (POPULATION OF 129,877 2010 CENSUS). H AND R SUBDIVISION LIES WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF McALLEN UNDER LOCAL GOVERNMENT CODE § 212.001.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	HECTOR GARCIA JR	3504 LANDFORD	MISSION, TEXAS. 78574	(956) 223-3535
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX. 78537	(956) 764-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422

DATE OF PREPARATION: APRIL 15, 2014

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

SHEET 1 OF 2

INDEX TO SHEET OF H AND R SUBDIVISION

SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION: METES AND BOUNDS: SURVEYOR'S AND ENGINEER'S CERTIFICATIONS: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED: H.C.I.D. CERTIFICATION: UNITED IRRIGATION DISTRICT CERTIFICATE OF APPROVAL: REVISION NOTES: H.C.I.D.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY: ENGINEERING REPORT (GENERAL AND SPECIFIC VERSION): UTILITY LAYOUT: DESIGNATED: SURFACE AND WASTE WATER: ENGINEER'S CERTIFICATION: LOCATION AND GRADES (ON TOPO): GENERAL NOTES: SURFACE CHARACTER: ALIGNMENT, DESIGNATION AND ATTESTATION: DRAINAGE REPORT INCLUDING: DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE AND FRANCHISE) IDENTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS.

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT. SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- I HECTOR GARCIA JR SUBDIVIDER OF H AND R SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS INMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

Hector Garcia Jr.
OWNER: HECTOR GARCIA JR
ADDRESS:3504 LANDFORD
MISSION, TEXAS. 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED HECTOR GARCIA JR PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2nd DAY OF June, 2014

LEONOR ARRATIA
Notary Public, State of Texas
My comision Expires
December 19, 2014

NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

H AND R SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE SHARYLAND WATER SUPPLY (S.W.S.C.). THE SUBDIVIDER, AND S.W.S.C., HAVE ENTERED INTO A CONTRACT IN WHICH S.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND S.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

S.W.S.C. HAS AN EXISTING 2" DIAMETER WATERLINE RUNNING ALONG THE EAST RIGHT-OF-WAY OF MAYBERRY ROAD

WATER DISTRIBUTION FOR H AND R SUBDIVISION CONSIST OF A PROPOSED 1- ¾" DIAMETER SINGLE WEATER SERVICE FOR LOT 1, SAID SERVICE TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $ 850.00, WHICH COVERS THE COST FOR LOT 1, AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOT IN THE SUBDIVISION TO S.W.S.C., UPON REQUEST BY THE LOT OWNER, S.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY S.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROWN AND R SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE SITE EVALUATOR JOSE A GONZALEZ REG. # 12258. HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

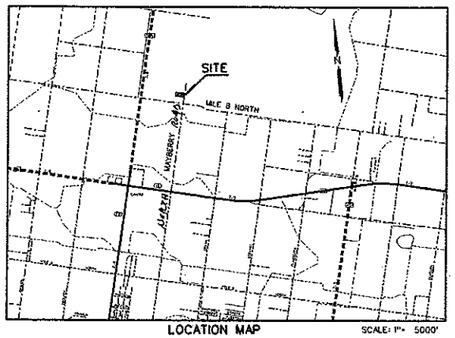
EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA, AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS IS SANDY LOAM BLOCKY EXTENDING UP TO 35" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOTS IS $1,400.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT AT TOTAL COST OF $1,500.00. THE HIDALGO COUNTY HEALTH DEPATMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON MARCH 15, 2012

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWEAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYSTEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 850.00

SEWAGE FACILITIES - SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,500.00



LOCATION MAP SCALE: 1"= 5000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

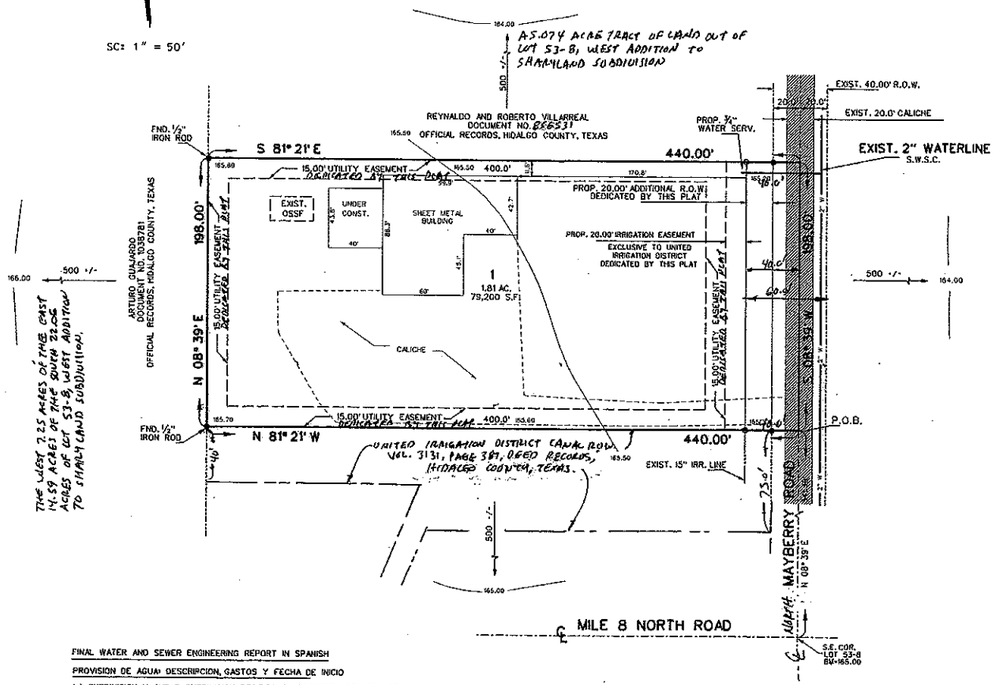
H AND R SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 3 AND IS LOCATED WESTERLY HIDALGO COUNTY, ON THE WEST SIDE OF MAYBERRY ROAD, 341.39 FEET NORTH OF MILE 8 NORTH. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF McALLEN (POPULATION OF 129,877 2010 CENSUS). H AND R SUBDIVISION LIES WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF McALLEN UNDER LOCAL GOVERNMENT CODE § 212.001.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

H AND R SUBDIVISION

A 2.00 ACRE TRACT OUT OF A CERTAIN 5.1 ACRE TRACT OUT OF LOT 53-B AMENDED MAP OF WST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 6, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 2250260, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION H AND R SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE SHARYLAND WATER SUPPLY. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA S.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. S.W.S.C. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE H AND R SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 2 PULGADAS DE DIAMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA MAYBERRY ROAD

DEL CONDUCTO DE AGUA DE 2 PULGADAS SE INSTALARA UN CONDUCTO DE ¾ DE PULGADA DE DIAMETRO PARA EL LOTE 1 Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $ 850.00 QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA ESTE LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION, CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE S.W.S.C., LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA LOTE. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A GONZALEZ REG. #12258 HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION MDE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $1,400.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROVACION FINAL. A UN COSTO TOTAL DE $1,400.00, EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE MARZO 15, 2012

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ 850.00

DENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN $ 1,500.00 PARA PARA LA SUBDIVISION

Guillermo A. Arratia, P.E.
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER • 94001 6/2/14
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	HECTOR GARCIA JR	3504 LANDFORD	MISSION, TEXAS. 78574	(956) 223-3535
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N.5TH ST.	DONNA, TX 78537	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2609 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-3478

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

DRAINAGE REPORT:

APRIL, 2014
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.

H AND R SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON THE WEST SIDE OF NORTH MAYBERRY ROAD, 346.39 FEET NORTH OF MILE 8 NORTH ROAD

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "X":
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0295 D,
MAP REVISED: JUNE 6, 2000.

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY BRENNAN - SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP B.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY UNDEVELOP. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1% EXISTING RUNOFF (4.37 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE EAST SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF 1 RESIDENTIAL/COMMERCIAL LOTS. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 4.82 CFS, I HAVE CALCULATED THAT 827 CF OF STORM SEWER FOR A 50-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY BY A DRAINAGE EXISTING NATURAL LOW AREAS, AND OUTFALLING INTO THE RE-GRADED ROAD SIDE DITCH. DRAINAGE PLAN TO BE APPROVED BY THE COUNTY OF HIDALGO AT THE TIME OF ISSUANCE OF BUILDING PERMIT.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A
THE SUBJECT TRACT LIES IN ZONE "X":
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0295 D,
MAP REVISED: JUNE 6, 2000.
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

Guillermo A. Arratia, P.E.
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001 6/2/14
526 N. 5TH ST.
DONNA, TEXAS, 78537

STATE OF TEXAS
GUILLERMO A ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 850.00
SEPTIC TANK SYSTEM	$ 1,500.00
DRAINAGE	$ 000.00

SHEET 2 OF 2

INDEX TO SHEET OF H AND R SUBDIVISION

SHEET 1	HEADING: INDEX: LOCATION MAP AND KEY: PRINCIPAL CONTACTS:
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND
	RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL
	CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE
	OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE
	ETJ OF A MUNICIPALITY IF ONE EXISTS, OR DESIGNATE THE PRECINCT THE PROJECT IS SITUATED:
	H.C.D.D. CERTIFICATION: UNITED IRRIGATION DISTRICT CERTIFICATE
	OF APPROVAL: REVISION NOTES: H.C.H.D.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY: ENGINEERING REPORT
	(ENGLISH AND SPANISH VERSION): INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION):
	TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION,
	AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE
	THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S
	CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

DATE OF PREPARATION: JANUARY 02, 2012

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 08-12-2014

PROPOSED **LANTANA RANCH PHASE 2** SUBDIVISION, PRECINCT No. **3** .

ENGINEER: **NAIN ENGINEERING** DEVELOPER: **HECTOR CORTEZ**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **9** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **North of 3 Mile Line approximately 300 feet West of Giles Road.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **Mission** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-03-12** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **On-site Drainage detention swales along the rear of all lots.**

DISTANCE TO A DRAIN DITCH: **Subdivision is not within the 1 mile radius to the closest drain ditch**

ROAD R.O.W. DEDICATION: **No Right of Way dedication is required, 3 Mile Line complies with MPO**

H.C.R.O.W. FINAL APPROVAL DATE: **07-11-2014**: By, **Victor Gallardo** Pct 3 R.O.W. AGENT

H.C.H.D FINAL APPROVAL DATE: **07-08-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**

SEWER SYSTEM: ☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **July 08, 2014**

WATER SERVICE PROVIDER: **AGUA S.U.D.** LINE SIZE: **8"** LOCATION: **on 3 Mile Line Rd.**

H.C.O.E.C. FINAL APPROVAL DATE: **07-28-2014 .**: By **Ann Marie De La Fuente, Administrative Asst.**

☒ *Proposed project was reviewed before preliminary approval and it was determined that less than one acre of soil disturbance would take place during construction and it was not part of a larger common plan of development Coverage under TPDES General Permit for Construction Activities (TXR150000) Construction Site Monitoring Program.*

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **MARCH 05, 2013**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Mission** .

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*

☒ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

LANTANA RANCH SUBDIVISION PHASE II

A TRACT OF LAND CONTAINING 7.53 ACRES, BEING A PART OR PORTION OF PORTION 77 AND OUT TRACT No. 7 DESCRIBED IN A DEED RECORDED IN VOLUME 2689, PAGE 594, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ALSO BEING A PART OR PORTION OF HOMEVILLE SUBDIVISION "A", RECORDED IN VOLUME O, PAGES 23-25, MAP RECORDS, HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT A 2.341 ACRES OF LAND DEDICATED TO THE STATE OF TEXAS DESCRIBED IN DOCUMENT NO. 1130461, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

N

SCALE 1" = 100'

METES AND BOUNDS

A TRACT OF LAND CONTAINING 7.53 ACRES, BEING A PART OR PORTION OF PORTION 77 AND OUT TRACT No. 7 DESCRIBED IN A DEED RECORDED IN VOLUME 2689, PAGE 594, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ALSO BEING A PART OR PORTION OF HOMEVILLE SUBDIVISION "A", RECORDED IN VOLUME O, PAGES 23-25, MAP RECORDS, HIDALGO COUNTY, TEXAS.

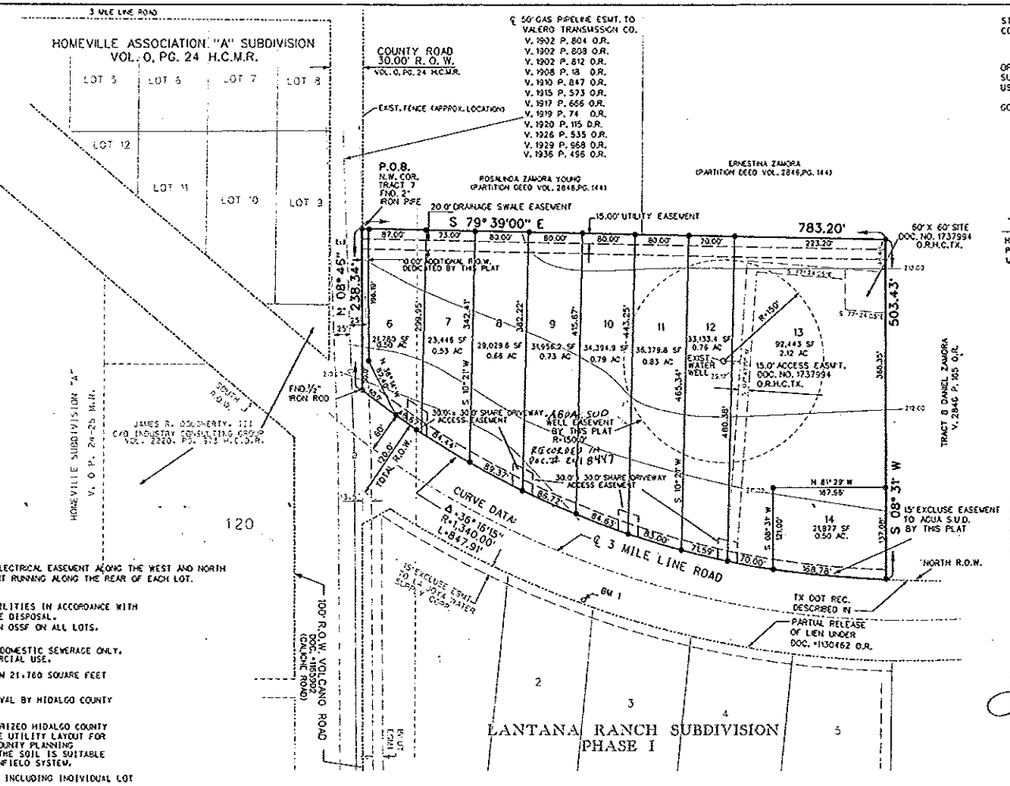
BEGINNING AT A 2" IRON PIPE FOUND FOR THE NORTHWEST CORNER OF TRACT 7 AND THE NORTHWEST CORNER OF THIS TRACT,

THENCE, S 79°39'00" E, A DISTANCE OF 783.20 FEET TO A ½" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT,

THENCE, S 08°31' W, A DISTANCE OF 503.43 FEET TO A ½" IRON ROD FOUND ON THE NORTH R.O.W. LINE OF MILE 3 NORTH ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT.

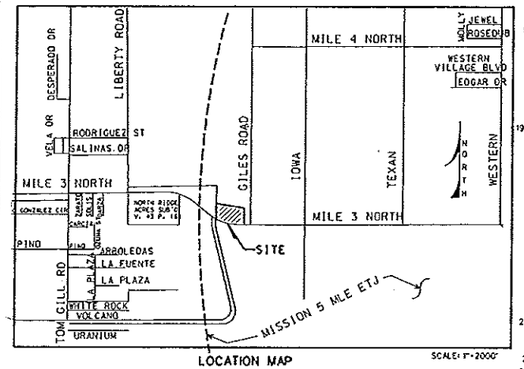
THENCE WITH A CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 1340.00 FEET A LENGTH OF 847.91 FEET, WITH A ANGLE OF 36°16'15" TO A ½" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: N 08°45'E, A DISTANCE OF 238.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.53 ACRES OF LAND OF LAND MORE OR LESS.



GENERAL NOTES:

1. MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
   FRONT: 50.00 FEET
   SIDES: 6.0 FEET OR EASEMENT WHICHEVER IS GREATER
   REAR: 30.00 FEET
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER OF PAVEMENT 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ●-DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
   O-DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
4. BM 1 - BENCHMARK ELEVATION 211.01 N.G.V.D. '29, A 60-D NAIL IN BASE OF POWER POLE LOCATED 470 FEET WEST AND 45.30 FEET NORTH FROM THE NORTHEAST CORNER OF LOT 5 OF SUBJECT PROPERTY OF LANTANA RANCH SUBDIVISION.
   BM 2 - BENCHMARK ELEVATION 213.89 N.G.V.D. '29, CONCRETE NAIL AT THE SOUTHWEST CORNER OF LIBERTY BOULEVARD AND NORTH 3 MILE LINE ROAD OF NORTH RIDGE ACRES RECORDED IN VOLUME 43 P. 161 M.R.
5. FLOOD ZONE DESIGNATION: ZONE "C" COMMUNITY PANEL NUMBER 480334 0400 C MAP REVISED: NOVEMBER 16,1982
   ZONE "C" - AREAS OF MINIMAL FLOODING (NO SHADING)
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 12,922 CUBIC FEET - 3.07 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE EAST SIDE OF THIS PROPERTY.
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT, (OFFICE OF ENVIRONMENTAL AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT
9. DRAINAGE SWALE EASEMENTS NOTE:
   NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.



LOCATION MAP

SCALE: 1"=2000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LANTANA RANCH SUBDIVISION PHASE #II IS WITHIN HIDALGO COUNTY PRECINCT No. 3 AND IS LOCATED WESTERLY HIDALGO COUNTY, IN TRACT 7 IN PORCION 77, OUT OF THAT HECTOR CORTEZ TRACT, ½ MILE WEST OF IOWA ROAD, ON THE NORTH SIDE OF MILE 3 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION (POPULATION OF 77,058 - 2010 CENSUS). LANTANA RANCH SUBDIVISION PHASE II LIES WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MISSION UNDER LOCAL GOVERNMENT CODE § 212.001.

10. THIS SUBDIVISION HAS A 15' WIDE PUBLIC UTILITY AND ELECTRICAL EASEMENT ALONG THE WEST AND NORTH SIDE OF THIS SUBDIVISION AND A 20' DRAINAGE EASEMENT RUNNING ALONG THE REAR OF EACH LOT.
11. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
    THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
   F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
      1. ANCHORING OF SEPTIC TANK(s)
      2. BACK FLOW VALVES
      3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
12. THERE IS A WATER WELL WITHIN THE BOUNDARIES OF THIS SUBDIVISION.
13. HECTOR CORTEZ.. THE OWNER & SUBDIVIDER OF LANTANA RANCH SUBDIVISION PHASE II RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
14. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
15. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
16. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
17. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATIONS DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
18. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.
19. ALL LOTS IN LANTANA RANCH SUBDIVISION PHASE II ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN LANTANA RANCH SUBDIVISION PHASE II TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNER OF LANTANA RANCH SUBDIVISION PHASE II THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1, MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLE TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING LANTANA RANCH SUBDIVISION PHASE II BECAUSE AN ALTERNATIVE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN LANTANA RANCH SUBDIVISION PHASE II, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN LANTANA RANCH SUBDIVISION PHASE II ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
20. NO INDIVIDUAL LOT DRIVEWAY ACCESS WIL BE ALLOWED FROM MILE 3 NORTH ROAD ON TO LOTS 6 THROUGH 13. A 30.00 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS: 6 AND 7, 8 AND 9, 10 AND 11 AND 12 AND 13 TO PROVIDE INGRESS AND EGRESS FROM MILE 3 NORTH ROAD.
21. NO SIDEWALK IS REQUIRED ALONG MILE 3 NORTH ROAD.
22. NO ACCESS TO LOT 6 FROM COUNTY ROAD

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, HECTOR CORTEZ AND VIRGINIA O. CORTEZ OWNERS OF THE 7.53 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "LANTANA RANCH SUBDIVISION PHASE II", HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

Hector Cortez 6-4-13
HECTOR CORTEZ — DATE
P.O. BOX 2592
MISSION, TX 78573

Virginia O. Cortez 6443
VIRGINIA O. CORTEZ — DATE
P.O. BOX 2592
MISSION, TX 78573

John A. Lopez 6-4-13
JOHN LOPEZ — DATE
2202 PEBBLE
MISSION, TEXAS. 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, HECTOR CORTEZ, VIRGINIA CORTEZ AND JOHN LOPEZ, ON THIS DAY PERSONALLY APPEARED KNOW 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 PURPOSED AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 4TH DAY OF JUNE, 2013

NOTARY PUBLIC, FOR THE STATE OF TEXAS

LEONOR ARRATIA — Notary Public, State of Texas — My commission Expires December 18, 2014

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____

THIS PLAT OF LANTANA RANCH SUBDIVISION PHASE II HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS THE 24TH DAY OF JUNE, 2014

CHAIRMAN

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009 (c) AND § 212.0115(b)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE LANTANA RANCH SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION ON June 23, 2014.

MAYOR OF THE CITY OF MISSION — 6/26/14 DATE

ATTEST: Anna Carrales — SECRETARY OF THE CITY OF MISSION — 6/26/14 DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LANTANA RANCH SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____.

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE LANTANA RANCH SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2014

HIDALGO COUNTY JUDGE — DATE

ATTEST: _____
HIDALGO COUNTY CLERK — DATE

I, FRANCISCO FLORES, HEREBY CERTIFY THAT THE AQUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER POTABLE WATER SUPPLY FOR THE LANTANA RANCH SUBDIVISION PHASE II HIDALGO COUNTY, TEXAS. THE AQUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS, THAT INCLUDES THE SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE AQUA SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THIS SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

FRANCISCO FLORES - MANAGER
AQUA SPECIAL UTILITY DISTRICT — 6/5/2013

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Homero Luis Gutierrez, RPLS 6/14/2013
HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791
2609 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS — REGISTERED — HOMERO LUIS GUTIERREZ — 2791 — PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A ARRATIA A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Guillermo A. Arratia, P.E. 6/4/13
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS, 78537

STATE OF TEXAS — GUILLERMO A. ARRATIA — 94001 — LICENSED PROFESSIONAL ENGINEER

SHEET 1 OF 3

DATE OF PREPARATION: SEPTEMBER, 2012

INDEX TO SHEET OF LANTANA RANCH SUBDIVISION PHASE II

SHEET 1	HEADINGS (SHEET LOCATION MAP AND SITE PRINCIPAL CONTACTS)
	PLAT WITH LOTS, STREETS, AND EASEMENT DESCRIPTIONS (LEGAL DESCRIPTION LINES AND BOUNDS) SURVEYOR'S AND ENGINEER'S CERTIFICATIONS) PLAT NOTES A-D
	RESTRICTIVE OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATIONS COUNTY APPROVAL
	CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND SHOWING THE PROJECT IS SITUATED
	H.C.D.D. CERTIFICATION, H.C. IRRIGATION DISTRICT NO. 8 CERTIFICATE OF APPROVAL, REVISION NOTES, H.C.H.D. AND H.C.R.O.W.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS)
	TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, REVISION NOTES, CONSTRUCTION DETAILS

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	HECTOR CORTEZ	P.O. BOX 2592	MISSION, TX 78573	956-514-5086
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST	DONNA, TEXAS 78537	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2609 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

DATE OF PREPARATION: JULY 02, 2013

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

LANTANA RANCH SUBDIVISION PHASE II WILL BE PROVIDED WITH POTABLE WATER BY THE AQUA SPECIAL UTILITY DISTRICT (AQUA S.U.D.). THE SUBDIVIDER, AND AQUA S.U.D. HAVE ENTERED INTO A CONTRACT IN WHICH AQUA S.U.D. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND AQUA S.U.D. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

AQUA S.U.D. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE SOUTH RIGHT-OF-WAY OF MILE 3 NORTH ROAD.

WATRE DISTRIBUTION FOR LANTANA RANCH SUBDIVISION PHASE II CONSIST OF AN EXISTING FOUR-1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICES LINES. AND PROPOSED 1-3/4" WATER SERVICE VIA BORE AND CASING FOR LOT 14. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT.

THE METER BOXES HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $3,600.00 OR $450.00 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID AQUA S.U.D. THE SUM OF $15,200.00, WHICH COVERS THE $1,900.00 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO AQUA S.U.D.. UPON REQUEST BY THE LOT OWNER, AQUA S.U.D. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT.
THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY AQUA S.U.D.,AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM LANTANA RANCH SUBDIVISION PHASE II WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT.
THE SITE EVALUATOR JOSE A GONZALEZ REG. # 12258, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS W.SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,200.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT AT TOTAL COST OF $9,600.00. THE HIDALGO COUNTY HEALTH DEPATMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON JUNE 10, 2013
THERE IS AN EXISTING SEPTIC TANK SYSTEM ON LOT 14.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYETEM AND ONSITE SEWAGE FACILITES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $18,800.00 WHICH EQUALS TO $2,350.00 PER LOT.

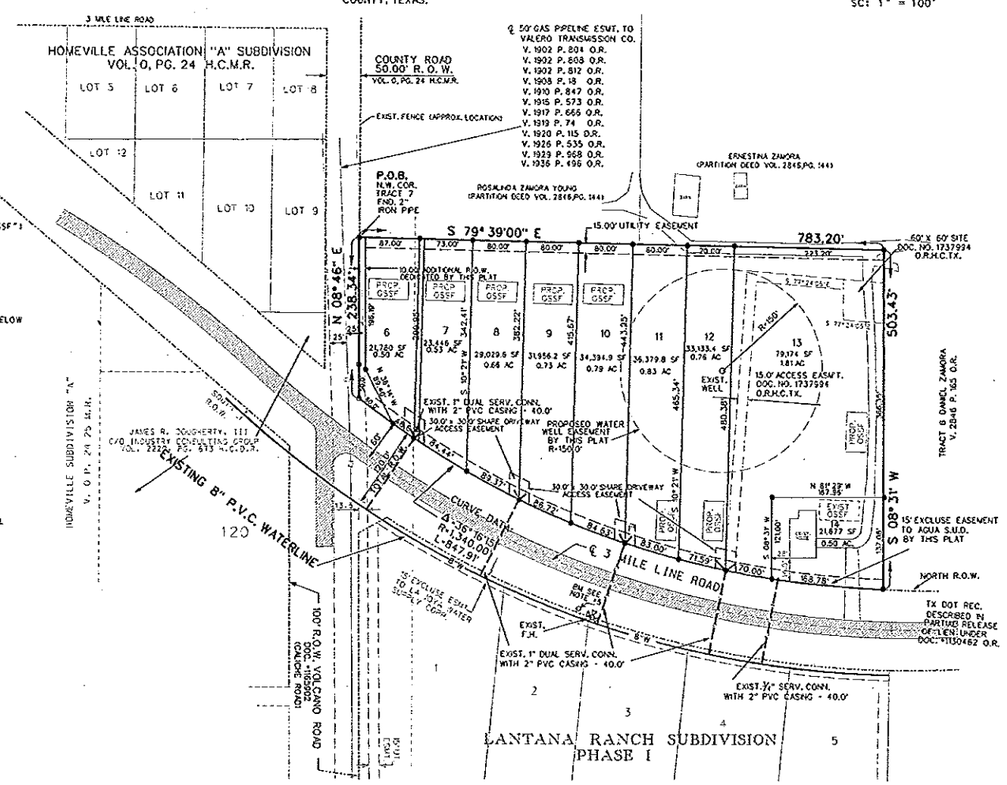
SEWAGE FACILITIES - SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,200.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $9,600.00 FOR THE ENTIRE SUBDIVISION.

GUILLERMO A ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001 6/26/14
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS · GUILLERMO A ARRATIA · 94001 · LICENSED PROFESSIONAL ENGINEER

LANTANA RANCH SUBDIVISION
PHASE II

A TRACT OF LAND CONTAINING 7.53 ACRES, BEING A PART OR PORTION OF PORTION 77 AND OUT TRACT No. 7 DESCRIBED IN A DEED RECORDED IN VOLUME 2689, PAGE 594, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ALSO BEING A PART OR PORTION OF HOMEVILLE SUBDIVISION "A", RECORDED IN VOLUME 0, PAGES 23-25, MAP RECORDS, HIDALGO COUNTY, TEXAS.
SAVE AND EXCEPT A 2.341 ACRES OF LAND DEDICATED TO THE STATE OF TEXAS DESCRIBED IN DOCUMENT NO. 1130461, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION LANTANA RANCH SUBDIVISION PHASE II RECIBRA SU PROVISION DE AGUA DE AGUA SPECIAL UTELITY DISTRICT. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AQUA S.U.D. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. AQUA S.U.D. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE AGUA DE PROVISION DE AGUA PARA LA SUBDIVISION DE LANTANA RANCH SUBDIVISION PHASE II CONSISTE DE UN CONDUCTO DE AQUA DE 8 PULGADAS DE DIAMETRO QUE PASA POR EL LADO SUR DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA MLE 3 NORTH ROAD.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN CUATRO DOBLE-CONDUCTOS DE AQUA DE 1 PULGADA DE DIAMETRO PARA CADA DOS LOTES. Y PARA EL LOTE 14 SE INSTALARA UN SERVICIO DE 2DOS PULGADA POR ABAJO DE LA CARRETERA MLE 3 NORTH ROAD.
ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIAMETRO PARA CADA LOTE

Y SE HAN INSTALADO LOS MEDIDORES MECANICOS DE AGUA A UN COSTO TOTAL DE $3,600.00 O $450.00 POR LOTE.
EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A AQUA S.U.D. $15,200.00 O $1,900.00 POR LOTE. QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AQUA PARA CADA LOTE. $475.00 ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DE CADA MEDIDOR Y LOS GASTOS DE CONEXION. CUANDOEL DUENO DE CADA LOTE SOLICITE UN MEDIDOR DE AQUA, LA COMPANIA AQUA S.U.D. LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADOPARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTAMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION MDE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AQUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $1,200.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROVACION FINAL. A UN COSTO TOTAL DE $9,600.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE JUNO 10, 2013
PARA EL LOT 14 YA EXISTE UN SYSTEMA SEPTICO

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AQUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES). ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AQUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AQUA Y DE DRENAJE SON:

AQUA: EL SISTEMA/SERVICIO DE AQUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AQUA QUE COSTARA UN TOTAL DE $18,800.00 O $2,350.00.00 POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $1,200.00 A UN COSTO TOTAL DE $9,600.00 TODA LA SUBDIVISION.

GUILLERMO A ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001 6/26/14
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS · GUILLERMO A ARRATIA · 94001 · LICENSED PROFESSIONAL ENGINEER

COST ESTIMATE:

WATER SUPPLY SYSTEM	$18,800.00
SEPTIC TANK SYSTEM	$ 9,600.00
DRAINAGE	

"IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT AND SUBSEQUENTLY DETERMINES THAT A LARGE METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE AQUA SUD PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S)."

"FIRE HYDRANTS INSTALLED WITHIN THE AQUA SUD'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE AQUA SUD AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE AQUA SUD TO MEET FIRE FLOW REQUIREMENTS".

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- I, HECTOR CORTEZ VIRGINIA O. CORTEZ, AND JOHN LOPEZ SUBDIVIDERS OF LANTANA RANCH SUBDIVISION PHASE II HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

HECTOR CORTEZ
P.O. BOX 2592
MISSION, TX 78573

VIRGINIA O. CORTEZ
P.O. BOX 2592
MISSION, TX 78573

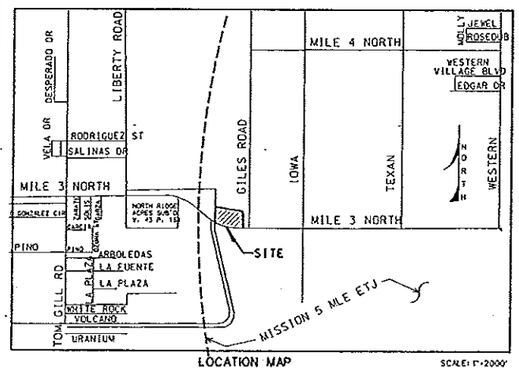
JOHN LOPEZ — DATE
2702 PEBBLE
MISSION, TEXAS. 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, HECTOR CORTEZ, VIRGINA CORTEZ AND JOHN LOPEZ, ON THIS DAY PERSONALLY APPEARED KNOW TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF JUNE, 2014

NOTARY PUBLIC, FOR THE STATE OF TEXAS

LEONOR ARRATIA · Notary Public, State of Texas · My commission Expires December 19, 2014



LOCATION MAP — SCALE: 1"=2000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LANTANA RANCH SUBDIVISION PHASE II IS WITHIN HIDALGO COUNTY PRECINCT No. 3 AND IS LOCATED WESTERLY HIDALGO COUNTY, IN TRACT 7 IN PORCION 77, OUT OF THAT HECTOR CORTEZ TRACT, ½MILE WEST OF IOWA ROAD, ON THE NORTH SIDE OF MLE 3 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION (POPULATION OF 77,058 - 2010 CENSUS). LANTANA RANCH SUBDIVISION PHASE II LIES WITHIN THE 5 MLE EXTRATERRITORIAL JURISDICTION OF CITY OF MISSION UNDER LOCAL GOVERNMENT CODE § 212.001.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	HECTOR CORTEZ	P.O. BOX 2592	MISSION, TX 78573	956-514-5085
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST	DONNA, TEXAS 78537	(956) 784-0218
SURVEYOR:	ROMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

DATE OF PREPARATION: JULY 07, 2013

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS, 78537
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

SHEET 2 OF 3 · DATE OF PREPARATION: SEPTEMBER, 2013

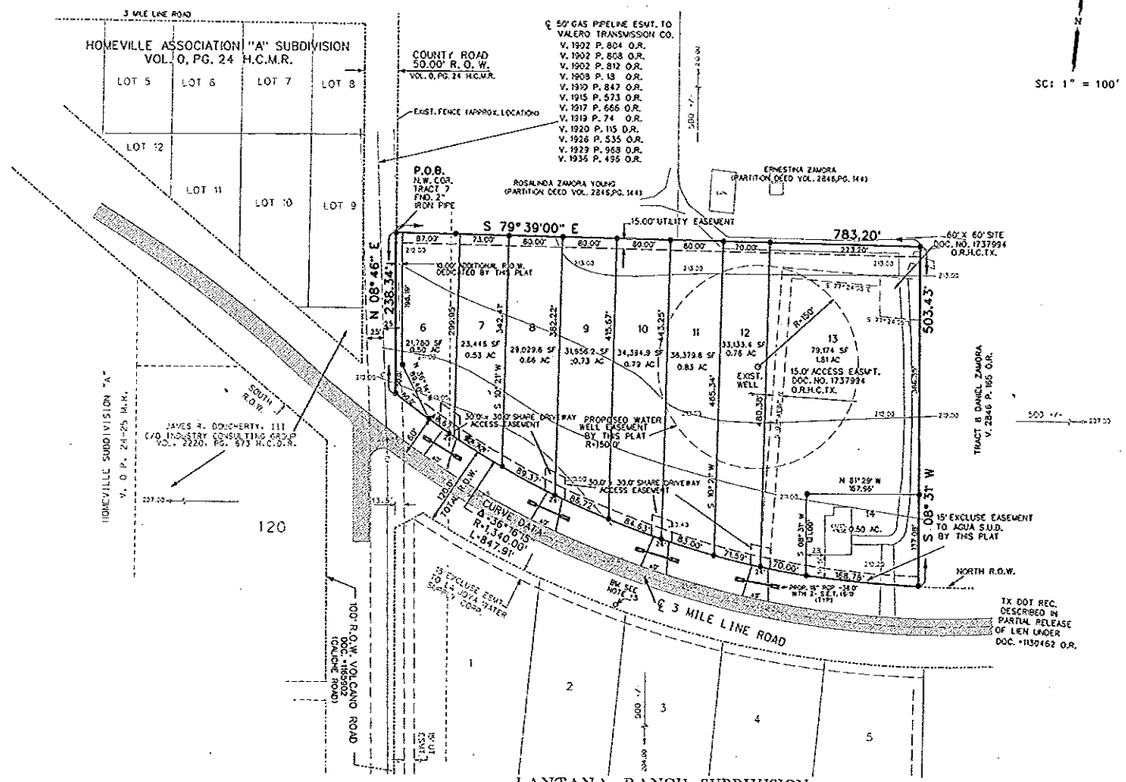
INDEX TO SHEET OF LANTANA RANCH SUBDIVISION PHASE II

SHEET 1	HEADINGS INDEX/ LOCATION MAP AND ETJ/ PRINCIPAL CONTACTS/
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION METES AND BOUNDS/ SURVEYOR'S AND ENGINEER'S CERTIFICATION/ PLAT NOTES AND
	RESTRICTIONS/ OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION/ COUNTY APPROVAL
	CERTIFICATE/ COUNTY CLERK'S RECORDING CERTIFICATE/ HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL/ DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE
	ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED/
	H.C.D.D. CERTIFICATION
	OF APPROVAL/ REVISION NOTES/ H.C.H.D. AND H.C.R.D.D.#.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SERVICE FACILITY, ENGINEERING REPORT
	(ENGLISH AND SPANISH VERSIONS), INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS)
	TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION,
	AND ATTESTATION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE
	THIS DEVELOPMENTS MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S
	CERTIFICATION/ REVISION NOTES/ CONSTRUCTION DETAILS

LANTANA RANCH SUBDIVISION PHASE II

A TRACT OF LAND CONTAINING 7.53 ACRES, BEING A PART OR PORTION OF PORTION 77 AND OUT TRACT No. 7 DESCRIBED IN A DEED RECORDED IN VOLUME 2689, PAGE 594, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ALSO BEING A PART OR PORTION OF HOMEVILLE SUBDIVISION "A", RECORDED IN VOLUME 0, PAGES 23-25, MAP RECORDS, HIDALGO COUNTY, TEXAS. SAVE AND EXCEPT A 2.341 ACRES OF LAND DEDICATED TO THE STATE OF TEXAS DESCRIBED IN DOCUMENT NO. 1130461, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE



SCALE: 1" = 100'

COST ESTIMATE:

WATER SUPPLY SYSTEM	$ 13,800.00
SEPTIC TANK SYSTEM	$ 9,600.00
DRAINAGE	$ 2,500

DRAINAGE REPORT:

SEPTEMBER 30, 2012
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.

LANTANA RANCH SUBDIVISION PHASE II
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON ON THE NORTH SIDE MILE 3 NORTH ROAD, INTERSECTION WITH VOLCANO ROAD

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "C"
AREAS OF MINIMAL FLOODING.
IN ACCORDANCE WITH FEMA FIRM MA P NO. 480334 0400 C,
MAP REVISED: NOVEMBER 16, 1982.

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HIDALGO SANDY CALY LOAM SOIL THAT HAS A MODERATE SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP B.

EXISTING CONDITIONS:
THE TRACT IS CURRENTLY UNDEVELOPED, THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATELY 1%. EXISTING RUNOFF 3.07 CFS FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE SOUTH SIDE OF THE TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT WILL CONSIST OF A PROPOSED SUBDIVISION OF 9 LOTS. THE STORM RUNOFF AFTER DEVELOPMENT TO BE 5.5 CFS, I HAVE CALCULATED THAT A TOTAL OF 12,822 CF OF STORM RUNOFF FOR A 10 YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY BY EXISTING NATURAL LOW AREAS AND OUTFALLING INTO THE RE-GRADED ROAD SIDE DITCH. DRAINAGE PLAN TO BE APPROVED BY THE COUNTY OF HIDALGO AT AT TIME OF ISSUANCE OF BUILDING PERMIT.

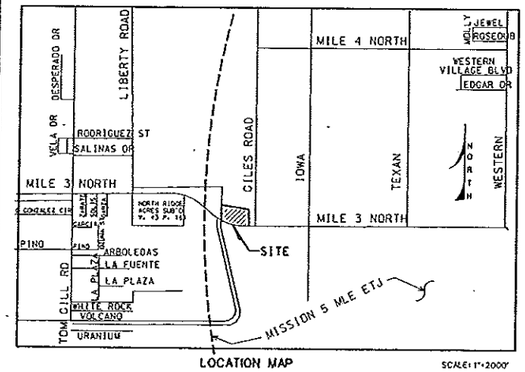
CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A

THE SUBJECT TRACT LIES IN ZONE "C"
AREAS OF MINIMAL FLOODING.
IN ACCORDANCE WITH FEMA FIRM MA P NO. 480334 0400 C,
MAP REVISED: NOVEMBER 16, 1982.
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

GUILLERMO A. ARRATIA, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 94001 6/26/14
526 N. 5TH ST.
DONNA, TEXAS, 78537

STATE OF TEXAS · GUILLERMO A. ARRATIA · 94001 · LICENSED PROFESSIONAL ENGINEER



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

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REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	HECTOR CORTEZ	P.O. BOX 2592	MISSION, TX 78573	956-514-5086
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST	DONNA, TEXAS 78537	(956) 784-0213
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

DATE OF PREPARATION: JULY 07, 2011

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS, 78537
FIRM NO. F-9050
PH. (956) 784-0213
E-MAIL: NAINENGINEERING@YAHOO.COM

SHEET 1 OF 3

DATE OF PREPARATION: SEPTEMBER, 2012

INDEX TO SHEET OF LANTANA RANCH SUBDIVISION PHASE II

SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS:
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION: METES AND BOUNDS: SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND
	RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL
	CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE
	OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE
	ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED
	IN, C.C.D. CERTIFICATION
SHEET 2	OF APPROVAL: REVISION NOTES, H.C.H.D.
	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT
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SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE
	THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S
	CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

AI-45956 **Colonia Access Program 21. A.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval of Round III Funding Agreement for Border Colonia Access Program Amendment #8. The amendment extends the contract period and completion of construction projects to August 31, 2015.

BACKGROUND

Subject to legal review.

Attachments

agreement

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Marcie Jackson Started On: 08/08/2014 03:27 PM

Final Approval Date: 08/08/2014

County: Hidalgo
Contract No. 8BCF5001

STATE OF TEXAS §

COUNTY OF TRAVIS §

FUNDING AGREEMENT
FOR BORDER COLONIA ACCESS PROGRAM
AMENDMENT # 8

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State" and Hidalgo County acting by and through its duly authorized officials, hereinafter called the "County".

WITNESSETH

WHEREAS, the State and the County executed a contract on the 28th day of August 2008 – amended on the 15th day of January 2009, on the 17th day of March 2010, on the 13th day of August 2010, on the 20th day of June 2011, on the 1st day of November 2011, on the 21st day of March 2012, and on the 23rd day of August 2012 – to effectuate their agreement to establish a transportation program to construct access roads in the County; and,

WHEREAS, it has become necessary to amend the agreement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the County do agree to amend the agreement as follows:

AGREEMENT

I. Description of Amended items:

Article 3, Schedule, is deleted in its entirety and is replaced with the following:
Upon final execution of this Agreement, the County shall submit a project schedule. This schedule shall include a monthly project development timeline including estimated monthly expenditures. If the County does not complete the Project by August 31, 2015, this agreement will be terminated in accordance with the provisions of Article 9, Termination.

Article 9, item c is deleted in its entirety and is replaced with the following:
Project is not completed by August 31, 2015.

Attachment B, Project Budget, is deleted in its entirely and replaced with Attachment B-1, which is attached to this amendment. This includes the addition of eleven Allocation projects (applications for which were previously submitted to the State), and the deletion of five Allocation projects and one Competitive project as indicated below.

Projects added to 3rd Call Allocation

TWDB ID #	Colonia Name	Project Description	Project Length (mi)	Eligible Total Cost ($)
M1080642	Barboza Lopez No. 3	Repaving & Drainage	0.237	$145,063.55
M1080310	Havana Lomas #4	Repaving & Drainage	0.21	$133,600.95
M1080311	Havana Lomas #5	Repaving & Drainage	0.13	$90,150.00
M1080270	Flora Subdivision	Repaving & Drainage	0.227	$115,262.11
M1080314	Heidelburg Subdivision	Repaving & Drainage	1.483	$787,351.84

M1080883	La Flor Gardens	Repaving & Drainage	0.19	$91,965.25
M1080411	La Fuentes Subdivision	Repaving & Drainage	0.356	$244,283.00
M1080394	La Pampa	Repaving & Drainage	0.246	$103,540.46
M1080422	Lorenzana Subdivision	Repaving & Drainage	0.196	$124,008.76
M1080894	Martin Subdivision	Repaving & Drainage	0.199	$108,513.02
M108691	Southern Valley Estates	Repaving & Drainage	0.231	$166,227.35

Projects deleted from 3rd Call Allocation

TWDB ID #	Colonia Name	Project Description	Project Length (mi)	Eligible Total Cost ($)
M1080215	DeAnda Subdivision	Paving & Drainage	0.12	($64,325.18)
M1080348	Jardin Terrace Subdivision	Paving & Drainage	0.28	($197,644.99)
M1080752	Trenton Terrace	Paving & Drainage	0.27	($275,840.00)
M1080779	Valley View Estates	Paving & Drainage	0.32	($144,923.34)
M1080790	Village Grove #2	Paving & Drainage	0.26	($42,407.91)

Projects deleted from 3rd Call Competitive

TWDB ID #	Colonia Name	Project Description	Project Length (mi)	Eligible Total Cost ($)
M1080780	Vereda Tropical	Repaving & Drainage	0.24	($144,967.18)

II. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement of behalf of the party they represent.

All other provisions of the original agreement not hereby amended remain in full force and effect.

IN WITNESSETH WHEREOF, THE STATE AND COUNTY have executed duplicate counterparts to effectuate this agreement.

THE COUNTY

Hidalgo County, Texas

By: _____

Ramon Garcia
County Judge

_____
Date

THE STATE OF TEXAS

By: _____

Kenneth Stewart
Interim Director, Contract Services Office

_____
Date

Attachment B-1

TWDB ID #	Colonia Name	Project Description	Project Length (mi)	Total Eligible Project Costs ($)
Third Call Allocation Eligible Project Costs				
M1080937	Aldamas Subdivision 1 & 2	Repaving & Drainage	0.61	$515,849.13
M1080055	Ariel Hinojosa Subdivision	Repaving & Drainage	0.25	$145,801.95
M1080855	Ash County	Repaving & Drainage	0.22	$130,305.35
M1080063	Balli Estates	Repaving	1.15	$536,612.27
M1080642	Barboza Lopez No. 3	Repaving & Drainage	0.24	$145,063.55
M1080079	Basham #14	Repaving & Drainage	0.38	$247,251.09
M1080082	Basham #18	Repaving & Drainage	0.25	$167,207.05
M1080111	Blue Star Enterprises #2	Repaving & Drainage	0.41	Cancelled
M1080120	Brenda Gay	Repaving & Drainage	0.24	$109,956.41
M1080141	Casa de los Vecinos	Repaving & Drainage	0.85	$538,247.12
M1080860	Chapa 2 (SL9)	Repaving & Drainage	0.63	$343,068.56
M1080148	Chapa North	Repaving & Drainage	0.25	$85,770.58
M1080149	Chapa South	Repaving & Drainage	0.25	$75,877.78
M1080154	Citriana Village	Repaving & Drainage	0.68	$485,669.96
M1080232	Colonia Boyce	Repaving	0.44	$134,547.58
M1080863	Colonia Esperanza #2	Paving & Drainage	0.30	$104,723.53
M1080181	Colonia Saenz	Repaving & Drainage	0.11	$67,018.91
M1080185	Colonia Whalen Road	Repaving & Drainage	0.22	$124,803.17
M1080215	De Anda Subdivision	Paving & Drainage	0.12	Cancelled
M1080234	Dude Hill #1	Repaving & Drainage	0.12	$124,085.00
M1080260	Engleman Estates	Repaving & Drainage	0.46	$199,561.53
M1080262	Esperanza Estates	Repaving & Drainage	0.24	$202,342.81
M1080270	Flora Subdivision	Repaving & Drainage	0.23	$115,262.11
M1080274	Foster Subdivision	Paving & Drainage	0.19	$111,108.00
M1080300	Hacienda De Los Vegas	Paving & Drainage	0.25	$112,510.43
M1080310	Havana Lomas #4	Repaving & Drainage	0.21	$133,600.95
M1080311	Havana Lomas #5	Repaving & Drainage	0.13	$90,150.00
M1080314	Heidelburg Subdivision	Repaving & Drainage	1.48	$787,351.84
M1080319	High Point Subdivision	Repaving	0.32	$121,186.80
M1080324	Hilda Subdivision #2	Repaving & Drainage	0.24	$182,020.00
M1080329	Hoehn Drive Subdivision	Repaving & Drainage	1.60	$457,022.63
M1080932	Indian Hills East	Repaving	2.96	Cancelled
M1080348	Jardin Terrace Subdivision	Repaving & Drainage	0.28	Cancelled
M1080362	L&P	Repaving & Drainage	0.24	Cancelled
M1080882	La Flor Estates	Paving & Drainage	0.19	Cancelled
M1080883	La Flor Gardens	Paving & Drainage	0.19	$91,965.25
M1080411	La Fuentes Subdivision	Repaving & Drainage	0.36	$244,283.00
M1080380	La Homa Grove Estates	Repaving & Drainage	0.24	$155,225.67
M1080387	La Mesa Subdivision	Repaving & Drainage	0.32	$209,980.86
M1080388	La Milpa	Repaving & Drainage	0.15	$99,384.79
M1080394	La Pampa	Repaving & Drainage	0.25	$103,540.46
M1080397	La Suena	Repaving & Drainage	0.47	$357,599.36
M1080886	Laborsita	Paving & Drainage	0.11	$60,024.48
M1080401	Lakeview Subdivision	Paving & Drainage	0.71	$377,400.00
M1080406	Las Brisas	Repaving & Drainage	0.26	$177,500.00
M1080413	Las Milpas Subdivision	Paving & Drainage	0.25	$189,757.59
M1080421	Loma Linda Heights	Repaving & Drainage	1.28	$650,747.50
M1080422	Lorenzana Subdivision	Repaving & Drainage	0.20	$124,008.76

Attachment B-1

TWDB ID #	Colonia Name	Project Description	Project Length (mi)	Total Eligible Project Costs ($)
M1080423	Los Castillos Estates	Repaving	0.24	$81,524.23
M1080890	Los Encinos #1	Repaving & Drainage	0.09	$84,585.00
M1080891	Los Encinos #2	Repaving & Drainage	0.23	$217,905.03
M1080894	Martin Subdivision	Repaving & Drainage	0.20	$108,513.02
M1080895	Mary Ann	Repaving & Drainage	0.53	$248,468.66
M1080454	McColl Estates	Paving Drainage	0.24	$181,297.71
M1080896	McKee #1	Repaving & Drainage	0.24	$122,874.07
M1080461	Mid-Valley Estates	Repaving & Drainage	0.52	$234,850.95
M1080900	Morningside South	Repaving & Drainage	0.46	$360,783.93
M1080488	Munoz Estates	Repaving & Drainage	0.41	$398,950.21
M1080536	Palm Lake Estates #1	Repaving & Drainage	1.28	$698,613.18
M1080587	Ramirez Subdivision	Repaving & Drainage	0.10	$46,753.53
M1080588	Ramirez Subdivision #2	Repaving & Drainage	0.10	$91,700.00
M1080589	Ramirez Subdivision #3	Repaving & Drainage	0.14	$105,650.00
M1080591	Ramon Leal Subdivision	Paving & Drainage	0.15	$86,117.90
M1080596	Rancho Escondido	Repaving & Drainage	0.56	$452,821.95
M1080600	Randolph Barnett #1	Repaving & Drainage	0.12	$94,203.03
M1080603	Rankin Subdivision	Repaving & Drainage	0.55	$579,387.84
M1080606	Regal Estates	Repaving & Drainage	0.24	$186,200.00
M1080657	Seminary Village Subd	Repaving & Drainage	0.27	$171,400.00
M1080687	South Palm Gardens Estates #1	Repaving	0.15	$58,759.11
M1080688	South Palm Gardens Estates #2	Repaving	0.12	$48,602.00
M108691	Southern Valley Estates	Repaving & Drainage	0.23	$166,227.35
M1080940	Sundown's Retirement Ctr	Repaving & Drainage	0.22	$209,765.74
M1080752	Trenton Terrace	Repaving & Drainage	0.27	Cancelled
M1080779	Valley View Estates	Repaving & Drainage	0.32	Cancelled
M1080790	Village Grove #2	Repaving	0.26	Cancelled
M1080804	Wes-Mer Subdivision	Repaving & Drainage	0.23	$89,676.17
Third Call Allocation Eligible Project Costs				
M1080014	Acevedo #4	Paving & Drainage	0.59	$427,658.55
M1080103	Bernal Heights #1	Paving & Drainage	0.16	$85,665.52
M1080220	Delta West Subdivision	Paving & Drainage	0.76	$355,568.53
M1080228	Diaz Subdivision	Repaving & Drainage	0.13	$64,595.18
M1080230	Dimas #3	Paving & Drainage	0.43	$295,549.13
M1080244	El Mesquite	Paving & Drainage	0.48	$242,451.12
M1080312	Havana	Paving & Drainage	0.21	$178,217.00
M1080385	La Homa Rd (South)	Paving & Drainage	0.25	$219,105.73
M1080460	Mesquite Acres Subdivision	Repaving & Drainage	0.26	$224,169.71
M1080465	Miller Resub Lot A	Paving, Repaving & Drainage	0.16	$3,792.99
M1080470	Monica Acres	Paving & Drainage	0.15	$108,697.53
M1080495	North Capisallo	Paving & Drainage	0.23	$109,000.95
M1080536	Palm Lake Estates #1	Repaving & Drainage	1.28	$197,849.00
M1080557	Pentecostal	Paving & Drainage	0.22	$211,207.38
M1080693	Southside Village	Paving & Drainage	0.36	$95,369.07
M1080727	Tiejerina Estates	Paving & Drainage	0.43	$275,158.33
M1080767	Val Bar Estates	Paving & Drainage	0.16	$105,750.00
M1080780	Vereda Tropical	Repaving & Drainage	0.24	Cancelled

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: amendment review

From : Steve Crain <scrain@atlashall.com> Mon, Aug 11, 2014 07:26 AM
Subject : RE: amendment review
To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

Amendment No. 8 is OK.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Friday, August 08, 2014 6:02 PM
To: Steve Crain
Cc: Marcie Jackson; John Paul Lugo; rossana schettino
Subject: amendment review

Mr. Crain,

Please review the attached document as per Auditor's request.

This amendment extending the contract period must be sent to Austin for TXDoT's Commission approval before August 28, 2014 (current agreement's termination date). Since no Commissioners' Court will only be held on August 19, 2014 it is imperative that it is presented to CC on August 12, 2014 agenda due to aforementioned deadline.

Please review/advise, and thank you. Have a great weekend.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

AI-45386 **Precinct #4 22. A.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Mary, Pct #4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Presentation of Certificates of Appreciation to volunteers for their contributions to the San Carlos Community Resource Center

BACKGROUND

Attachments

certificates

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/25/2014 04:36 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Monica Badillo Started On: 07/07/2014 11:32 AM

Final Approval Date: 08/08/2014

Certificate of Appreciation

Be it known that
this certificate is presented by
Hidalgo County Precinct 4
to

Mari Romero

In recognition and appreciation for your
contributions to the
San Carlos Community Resource Center.

Joseph Palacios

Hidalgo County Commissioner Precinct 4
Joseph Palacios

Certificate of Appreciation

Be it known that
this certificate is presented by
Hidalgo County Precinct 4
to

Rosario Rodriguez

In recognition and appreciation for your
contributions to the
San Carlos Community Resource Center.

Joseph Palacios

Hidalgo County Commissioner Precinct 4
Joseph Palacios

Certificate of Appreciation

Be it known that
this certificate is presented by
Hidalgo County Precinct 4
to

Gabby Gutierrez

In recognition and appreciation for your
contributions to the
San Carlos Community Resource Center.

Hidalgo County Commissioner Precinct 4
Joseph Palacios

Certificate of Appreciation

Be it known that
this certificate is presented by
Hidalgo County Precinct 4
to

Mayra Cabrera

In recognition and appreciation for your
contributions to the
San Carlos Community Resource Center.

Hidalgo County Commissioner Precinct 4
Joseph Palacios

Certificate of Appreciation

Be it known that

this certificate is presented by

Hidalgo County Precinct 4

to

Maria Reyes

In recognition and appreciation for your

contributions to the

San Carlos Community Resource Center.

Joseph Palacios

Hidalgo County Commissioner Precinct 4
Joseph Palacios

Certificate of Appreciation

Be it known that
this certificate is presented by
Hidalgo County Precinct 4
to

Rosalba Cardona

In recognition and appreciation for your
contributions to the
San Carlos Community Resource Center.

Joseph Palacios
Hidalgo County Commissioner Precinct 4
Joseph Palacios

Certificate of Appreciation

Be it known that
this certificate is presented by
Hidalgo County Precinct 4
to

Marcela Quezada

In recognition and appreciation for your
contributions to the
San Carlos Community Resource Center.

Joseph Palacios

Hidalgo County Commissioner Precinct 4
Joseph Palacios

Certificate of Appreciation

Be it known that
this certificate is presented by
Hidalgo County Precinct 4
to

Alma Vasquez

In recognition and appreciation for your
contributions to the
San Carlos Community Resource Center.

Joseph Palacios

Hidalgo County Commissioner Precinct 4
Joseph Palacios

Certificate of Appreciation

Be it known that
this certificate is presented by
Hidalgo County Precinct 4
to

Juani Sanchez

In recognition and appreciation for your
contributions to the
San Carlos Community Resource Center.

Joseph Palacios

Hidalgo County Commissioner Precinct 4
Joseph Palacios

Certificate of Appreciation

Be it known that

this certificate is presented by

Hidalgo County Precinct 4

to

Laura Cardona

In recognition and appreciation for your

contributions to the

San Carlos Community Resource Center.

Joseph Palacios

Hidalgo County Commissioner Precinct 4
Joseph Palacios

Certificate of Appreciation

Be it known that
this certificate is presented by
Hidalgo County Precinct 4
to

Mario Cabrera

In recognition and appreciation for your
contributions to the
San Carlos Community Resource Center.

Joseph Palacios

Hidalgo County Commissioner Precinct 4
Joseph Palacios

Certificate of Appreciation

Be it known that
this certificate is presented by
Hidalgo County Precinct 4
to

German Andino

In recognition and appreciation for your
contributions to the
San Carlos Community Resource Center.

Joseph Palacios

Hidalgo County Commissioner Precinct 4
Joseph Palacios

Certificate of Appreciation

Be it known that

this certificate is presented by

Hidalgo County Precinct 4

to

Elena Andino

In recognition and appreciation for your

contributions to the

San Carlos Community Resource Center.

Joseph Palacios

Hidalgo County Commissioner Precinct 4
Joseph Palacios

Certificate of Appreciation

Be it known that
this certificate is presented by
Hidalgo County Precinct 4
to

Vanessa Miron

In recognition and appreciation for your
contributions to the
San Carlos Community Resource Center.

Joseph Palacios

Hidalgo County Commissioner Precinct 4
Joseph Palacios

Certificate of Appreciation

Be it known that

this certificate is presented by

Hidalgo County Precinct 4

to

Briseida Gonzalez

In recognition and appreciation for your

contributions to the

San Carlos Community Resource Center.

Joseph Palacios

Hidalgo County Commissioner Precinct 4
Joseph Palacios

Certificate of Appreciation

Be it known that
this certificate is presented by
Hidalgo County Precinct 4
to

David Romero

In recognition and appreciation for your
contributions to the
San Carlos Community Resource Center.

Hidalgo County Commissioner Precinct 4
Joseph Palacios

Certificate of Appreciation

Be it known that
this certificate is presented by
Hidalgo County Precinct 4
to

Cesar Romero

In recognition and appreciation for your
contributions to the
San Carlos Community Resource Center.

Joseph Palacios

Hidalgo County Commissioner Precinct 4
Joseph Palacios

Certificate of Appreciation

Be it known that

this certificate is presented by

Hidalgo County Precinct 4

to

Gina Garza

In recognition and appreciation for your

contributions to the

San Carlos Community Resource Center.

Joseph Palacios

Hidalgo County Commissioner Precinct 4
Joseph Palacios

AI-45908 **Precinct #4 22. B.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Lulu, Pct. 4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval of amended and restated Interlocal Cooperation Agreement between the County of Hidalgo, The Edinburg Consolidated Independent School District, The City of McAllen and Hidalgo County Drainage District No.1 as it relates to improvements to portion of Mile 17 ½ Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-142-0-841

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

BUDGETARY IMPACT:

Funds available as of 8/8/2014.

Attachments

amendment

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/08/2014 08:44 AM
Obdett Calzada	Obdett Calzada	08/08/2014 04:39 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Monica Badillo Started On: 08/07/2014 11:58 AM

Final Approval Date: 08/08/2014

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

Amended Interlocal for Mile 17 1/2

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Thu, Aug 07, 2014 11:54 AM

Subject : Amended Interlocal for Mile 17 1/2 1 attachment

To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Cc : steven Hidalgo Co cruz <steven.cruz@co.hidalgo.tx.us>, Marcos Lopez <marcos.lopez@co.hidalgo.tx.us>, Gloria Beltran <gloria.beltran@co.hidalgo.tx.us>, Veronica Lopez <veronica.lopez@co.hidalgo.tx.us>

Good Morning Moni,

The following is the Amended Interlocal for Mile 17 1/2, please place on the next agenda for approval. The verbiage is as follows:

Requesting approval of amended and restated Interlocal Cooperation Agreement between the County of Hidalgo, The Edinburg Consolidated Independent School District, The City of McAllen and Hidalgo County Drainage District No.1 as it relates to improvements to portion of Mile 17 ½ Road.

Should you have any questions or need anything else please let me know. Thank you for all your help, have a great day!!

Sincerely,
Maria (Lulu) Lucio
Program Manager
Hidalgo County Precinct #4
Ph:956-292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

Amendment to Interlocal 08062014.pdf
757 KB

AI-45962 **Precinct #4 22. C.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Comm. J. Palacios Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4 Road and Bridge Fund (1200):
1. Approval of Certification of Revenues by the County Auditor for the Mile 17 1/2- Russell Road Project (Russell Road to Ware Road).

2. Approval of 2014 appropriation of funds in the amount of $314,259.75 for the Mile 17 1/2- Russell Road Project.

BACKGROUND

See AI-44433
CC Regular
05/20/14

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-124-142-0-841

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

BUDGETARY IMPACT:

Approval of 2014 appropriation of funds in the amount of $314,259.75 for the Mile 17 1/2 Russell Road Project.

Attachments

amended
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/08/2014 04:26 PM
Auditor's Office	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Veronica Lopez Started On: 08/08/2014 04:13 PM

Final Approval Date: 08/08/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, THE CITY OF McALLEN AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

This First Amendment to Interlocal Cooperation Agreement is made on the 14th day of July 2014, by and among Hidalgo County, Texas hereinafter referred to as "County", the Edinburg Consolidated Independent School District, hereinafter referred to as "ECISD", the City of McAllen hereinafter referred to as "McAllen" and the Hidalgo County Drainage District No. 1 hereinafter referred to as "Drainage District" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about April 2, 2014 County, ECISD, McAllen and Drainage District entered into an Amended and Restated Interlocal Cooperation Agreement ("Interlocal Agreement") regarding improvements to a portion of Mile 171/2 Road; and

WHEREAS, the parties hereto now desire to amend the Interlocal Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by the parties hereto and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon First Amendment to the Interlocal Agreement, the parties hereto hereby agree to the following amendment to the Interlocal Agreement:

1. The following shall be added as the last sentence of numbered paragraph 2:

   > County shall pay to Drainage District the labor only cost to install the 60 inch drainage storm sewer pipe for the Project.

2. The first sentence of numbered paragraph 3 of the Interlocal Agreement is deleted in its entirety and the following is inserted in lieu thereof:

   > McAllen has contributed to County a fixed amount of Four Hundred Ninety One Thousand Five Hundred Seventy Eight and no/100ths dollars ($491,578.00) for the Project.

3. The second sentence of numbered paragraph 4 shall be deleted in its entirety and the following substituted in lieu thereof:

> ECISD further agrees to reimburse Drainage District at Drainage District's cost for all expenses incurred by Drainage District in the preparation of bids and all expenses incurred by Drainage District from the successful bidder to construct the canal siphon, 200 feet of road construction crossing the Hidalgo County Irrigation District # 1 canal right of way in the ECISD portion and ECISD shall pay the cost of and provide all engineering plans and specifications to County and/or Drainage District for the design of the placement of the 60 inch drainage storm sewer pipe for the Project.

4. Except as modified herein all terms and conditions of the Interlocal Agreement as amended, remain in full force and effect and the parties here to ratify and confirm the terms and provisions of the Interlocal Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Juan "Sonny" Palacios, President, Board of Trustees

ATTEST:

_____
Jaime R. Solis, Secretary, Board of Trustees

CITY OF McALLEN, TEXAS

By: _____
Jim Darling, Mayor

ATTEST:

_____
Annette Villarreal, City Secretary

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Ramon Garcia, Chair, Board of Directors

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

DATE: May 6, 2014

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Pct. #4 Rd. Maint.

2014
Appropriation

AI- 45962

ACCOUNT NUMBER: 4-1200-431-00-124-142-0-841

Contact Person: Veronica Lopez **Ph#** (956) 383-3112 Ext. 4019

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
4-1200-431-00-124-142-0-841	PCT4 ICA- McA- Russell (DD#1CANAL-WARE)-AID	$314,259.75
4-1200-337-00-124-003-0-000	PCT4 R&B PCT-4 MCALLEN- M17 1/2 N RUSSELL RD	$314,259.75
	TOTAL BUDGET INCREASE (DECREASE)	**$314,259.75**

REASON: Appropriation of funds for Pct 4 Mile 17 1/2- Russell Road project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-45721 **Budget and Management 23. A.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: IT **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of $6,928.83 (Fourth Qtr) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

BACKGROUND

Texas VINE Annual Maintenance Grant Contract - Fiscal Year 2014 was approved by Commissioners' Court on September 11, 2013 (AI# 40447).

Reference:
First Qtr - Reimb. Invoice $6,928.83 (AI# 41777 11-19-13)
Second Qtr - Reimb. Invoice $6,928.83 (AI# 42967 02-18-14)
Third Qtr - Reimb. Invoice $6,928.83 (AI# 44437 05-20-14)

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1283-415-00-200-005-4-336

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

BUDGETARY IMPACT:

No Budgetary Impact

Revenue acct #4-1283-334-10-200-005-4-000 "Texas Vine Program Revenue"

Attachments

Production record 4th Qtr
Invoice 4th Qtr

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	08/06/2014 09:03 AM
Budget & Management	Debbie Tamez	08/06/2014 09:33 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Manuel Chapa Started On: 07/28/2014

Final Approval Date: 08/08/2014

OFFICE of the ATTORNEY GENERAL
GREG ABBOTT

Texas Statewide Automated Victim Notification Service (SAVNS) FY 2014 Quarterly Verification of Continuing Production Record

The purpose of this record is to establish a regular schedule for the Grantee to provide an update regarding the Texas SAVNS Program. The intent is to ensure that the Grantee is aware of the ongoing status of its Texas SAVNS Program functionality and continuing production. The OAG will crosscheck Grantee verifications with those of the Certified Vendor.

Grantee:	Hidalgo County	Contract Number:	1445766

Yes	No	N/A	Grantee Responsibility
x			As of the date below, SAVNS Jail Records are on production and available.
x			As of the date below, SAVNS Court Records are on production and available.
x			County SAVNS Problem Log notes all problems and resolutions.
	x		Program Coordinator/Grant Contact keeps a SAVNS grant file.

Check 'Yes' or 'No' for each box.

SAVNS file is kept at Auditors Office

The primary responsibility for signing this verification is the Designated Authorized Official. Unchecked or checked 'No' boxes require an explanation in the Explanation/Comments Box.

County Verification:

_____
Signature
Ramon Garcia

_____
Printed Name
Hidalgo County Judge

_____
Title

_____
Date

Explanation/Comments:

***** This completed and signed document must be submitted as an attachment to the quarterly invoice in order for payment to be made on your County's behalf, for costs associated with Annual Maintenance. Please keep a copy in your grant file.**

Office of the Attorney General
Statewide Automated Victim Notification Services (SAVNS)
Fiscal Year 2014 Invoice

	PHASE TYPE	
Place an "X" to the right of the applicable quarter(s)	**1st Quarter**	November 30, 2013
	2nd Quarter	February 28, 2014
	3rd Quarter	May 31, 2014
	4th Quarter	August 31, 2014
Mail To: **Office of the Attorney General** **Grants Administration Division - MC005** **P.O. Box 12548** **Austin, TX 78711-2548**	**Date of Invoice:**	
	Invoice #:	
	Texas TIN:	
	Organization Name:	**HIDALGO COUNTY**
	Mailing Address:	2808 S. Business Hwy.281
	City:	Edinburg
	State:	TX
Grants Administration Division (GAD) Contact **Attn: Finance Section** **Title: Financial Specialist** **Email: Pinni.Warner@texasattorneygeneral.gov** **Telephone: (512) 936-6397**	**Zip Code:**	78539
	Contact Person:	Ray Eufracio, CPA
	Title:	County Auditor
	Email Address:	ray.eufracio@auditor.co.hidalgo.tx.us
	Telephone:	956-318-2511 x4604

Month of Service	OAG GRANT #		Amount of Claim
Aug-14	**1445766**	**PCA 10352**	**$6,928.83**

Note - 1: Invoice must be received for the prior quarter by the 5th of the next month following the end of each quarter.

Description of Services: **Note 2:** Reimbursement for services rendered on a contract basis under the Statewide Automated Victim Notification Service (SAVNS) Grant to the Office of the Attorney General (Term: September 1, 2013 to August 31, 2014).

Note - 3: None of the costs billed under this invoice have been charged to any other state or federal grant, contract, or any other funding source. I certify that the expenses being requested for reimbursement are correct and unpaid.

Note - 4: The amount of claim must not exceed the amount stated in "Total Due" line on the Certified Vendor Invoice.

Authorized Official or Designee Signature
Note - 5: Must be signed by the Authorized Official or Alternate Designee

Signature of Authorized Official or Alternate Designee **Date**

Type/Print Authorized Official Name or Alternate Designee and Title

For OAG Use Only

Date Received by Grants Administration Division of the OAG:	GAD Fiscal Approval / Date	Date Received by OAG Accounting:

AI-45716 **Budget and Management 23. B. 1.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Tax Office **Submitted By:** Marianella Canton, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Tax Office-Scofflaw (1100):
Approval of 2014 appropriation of funds in the amount of $51,356.04 for various operating expenditures related to the Scofflaw Program.

BACKGROUND

AI-45312 CC 7/08/14 - Certification of Revenues

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-415-15-140-004-0-XXX

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

BUDGETARY IMPACT:

Revenue Accounts:
4-1100-341-10-140-049-0-000 TAX A/C SCOFFLAW FEE-JP
4-1100-341-10-140-050-0-000 TAX A/C SCOFFLAW FEE-DC
4-1100-341-10-140-051-0-000 TAX A/C SCOFFLAW FEE-CC

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 03:15 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Marianella Canton Started On: 07/28/2014 10:26 AM

Final Approval Date: 08/08/2014

DATE: August 12, 2014

2014
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Budget & Management for Tax Office

ACCOUNT NUMBER: 4-1100-415-15-140-004-0-XXX

Contact Person: Marianella Canton **Ph#** (956) 292-7025 ext. 5406

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 Governm Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	
4-1100-415-15-140-004-0-442	TAX OFFICE -	EQUIP & VEHICLES RENTAL
4-1100-415-15-140-004-0-535	TAX OFFICE -	POSTAGE
4-1100-415-15-140-004-0-550	TAX OFFICE -	PRINTING & BINDING
4-1100-415-15-140-004-0-583	TAX OFFICE -	TRAVEL OUT OF COUNTY
4-1100-415-15-140-004-0-584	TAX OFFICE -	REGISTRATION FEES
4-1100-415-15-140-004-0-626	TAX OFFICE -	GASOLINE/DIESEL
4-1100-415-15-140-004-0-661	TAX OFFICE -	MINOR EQUIPMENT
4-1100-415-15-140-004-0-664	TAX OFFICE -	OTHER MINOR EQUIPMENT
4-1100-415-15-140-004-0-665	TAX OFFICE -	MINOR COMPUTER EQUIP
4-1100-415-15-140-004-0-671	TAX OFFICE -	BLDG&OTHR STRUC R&M S
4-1100-415-15-140-004-0-747	TAX OFFICE -	SOFTWARE
4-1100-415-15-140-004-0-890	TAX OFFICE -	OTHER
4-1100-341-10-140-049-0-000	*TAX A/C SCOFFLAW FEE-JP*	
4-1100-341-10-140-050-0-000	*TAX A/C SCOFFLAW FEE-DC*	
4-1100-341-10-140-051-0-000	*TAX A/C SCOFFLAW FEE-CC*	
	TOTAL BUDGET INCREASE (DECREASE)	

REASON: Appropriation of funds to fund vaious operating expeditures related to the Scoff flagging/unflagging cases to Texas Department of Motor Vehicle (TxDMV).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ıent Code, Chapter 111, § 111.070,

AMOUNT
200.00
10,000.00
5,000.00
5,000.00
2,000.00
1,000.00
6,000.00
3,000.00
8,000.00
300.00
9,100.00
1,756.04
33,746.61
13,083.36
4,526.07
51,356.04

law program including

ATTEST COUNTY CLERK

AI-45761 **Budget and Management 23. B. 2.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Precinct No.3 (1305):
Approval of 2014 appropriation of funds from Road District No.5 unassigned fund balance in the amount of $2,362.38 for the La Homa (SH495-FM1924) road project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1305-431-00-123-045-0-841

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

BUDGETARY IMPACT:

FUNDS AVAILABLE FROM UNASSIGNED FUND BALANCE
4-1305-258-00-000-000-0-000

Attachments

Backup Information

Appropriation

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	08/08/2014 11:01 AM
Budget & Management	Debbie Tamez	08/08/2014 02:06 PM
Glinda Pacheco	Glinda Pacheco	08/08/2014 04:41 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Rolando Garcia Started On: 07/30/2014 04:06 PM

Final Approval Date: 08/08/2014

AI-45761 8/12/14

Account Inquiry by Account Mask - FAINQ05A 09/19/14 10:57 am

Account Number	Description	Budget	Encumbrance	Actual	Avail/Rec
4-1305-101-00-000-0000-0-000	ROAD DIST NO.5-CASH	.00	.00	2,362.38	.00
4-1305-126-10-000-000-0-000	ROAD DIST NO.5-DUE FROM FEDERA	.00	.00	.00	.00
4-1305-202-00-000-000-0-000	ROAD DIST NO.5-ACCOUNTS PAYABL	.00	.00	.00	.00
4-1305-258-00-000-000-0-000	ROAD DIST NO.5-UNASSIGNED FUNE	.00	.00	2,362.38	.00
4-1305-270-00-000-000-0-000	ROAD DIST NO.5-BUDGETED FUND B	.00	.00	.00	.00
4-1305-361-10-000-000-0-000	ROAD DIST NO.5-INTEREST EARNING	.00	.00	.00	.00
	Totals	**.00**	**.00**	**4,724.76**	**.00**

Cancel

HIDALGO COUNTY
BUDGET OFFICE
2014 JUL 30 PM 4 0

La Homa Road

Purchase Order Inquiry - PURINQ01A 07/17/13 11:00AM

PO Number 57613
PO Date 02-27-2012
Requisition No 00211011
Owner NCEBALLOS
PO Type

Vendor No 280046
Vendor Name L & G CONSULTING ENGINEERS, INC.
Address 2100 W. EXPRESSWAY 83
MERCEDES, TX 78570

PO Total **983,000.00**
Payment Total **850,065.00**

Detail | Header | Payment Info | Journals

Line No	Ordered	Quantity Received	Canceled	Description	Unit Price	Amount
1	1			Work Auth. #1 Engineering services required for the Right-of-Way	983,000.000	983,000.00
2	1	0	0	04/04/12 MONIES TO BE TRANSFERRED TO OBJ 841 $108,000.00 I		.00
3	1	0	0	05/10/12 $108,000.00 TRANSFERRED TO OJB 841 B#7629 ERC		.00
4	1	0	0	03/07/13 PARTIAL LIQUIDATION $4250.00 OBJ 841 PD DIRECT ON		.00

Total **983,000.00**

Account Number	Description	Amount	Amount Liq
4-1342-431-00-123-045-0-841	CO2010A&B-PCT3 LA HOMA(SH495-FM1924)-All	983,000.00	854,315.00
2-1342-431-00-123-045-0-711	CO2010A&B-PCT3 LA HOMA(SH495-FM1924)-RC	.00	.00

4-1305-431-00-123-045-0-841

HIDALGO COUNTY
BUDGET OFFICE
2014 JUL 30 PM 4 09

DATE: August 8, 2014

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Precinct No.3 Road District No.5

ACCOUNT NUMBER: 4-1305-431-00-123-045-0-841

Contact Person: Rolando Garcia **Ph#** 956-292-7025 x.5413

2014
Appropriation

AI-45761

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
4-1305-431-00-123-045-0-841	ROAD DIST NO.5-LA HOMA(SH495-FM1924)-AID	$2,362.38
	TOTAL BUDGET INCREASE (DECREASE)	$ 2,362.38

REASON: Appropriation from Road District No.5 Unassigned Fund Balance to La Homa(SH495-FM1924) road project

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-45860 **Budget and Management 23. B. 3.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Pct 4 **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 4 - R&B (1200):
A. Approval of Certification of Revenues as certified by the County Auditor for Pct 4 1/3 Paving Revenues.
B. Approval of 2014 Appropriation of funds into Pct 4 various accounts in the amount $214,200.00

BACKGROUND

Escrow Money for 1/3 Paving: Evergreen Val3 $214,200.00
Reference: 4-1200-223-00-124-084-0-000 R&B PCT4-UNEARNED REV-1/3 EVERGREEN VAL3

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-4X1-0X-124-XXX-X-XXX

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

BUDGETARY IMPACT:

2014 appropriation of funds in the amount of $214,200.00 for operating expenditures and cash match funding for TXDOT Infrastructure Grant.

Revenue account#4-1200-341-30-124-001-0-000 (R&B Pct 4 - 1/3 Paving Revenues)

Attachments

COR
revised

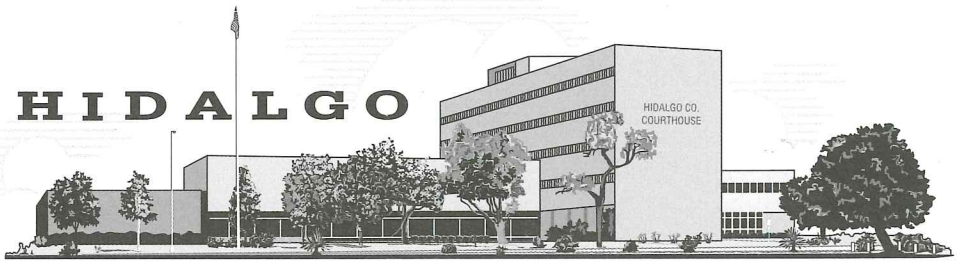
Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	08/06/2014 09:24 AM
Budget & Management	Debbie Tamez	08/06/2014 11:43 AM
Manuel Chapa	Manuel Chapa	08/07/2014 09:06 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Merlen P. Munoz Started On: 08/05/2014 04:42 PM

Final Approval Date: 08/08/2014

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

HIDALGO COUNTY
BUDGET OFFICE
2014 AUG 8 PM 1 15

August 7, 2014

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., 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 may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from 1/3 paving proceeds of Evergreen Valley Estates Phase III in Precinct 4 in the amount of $214,200.00. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/8/14
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.

HIDALGO COUNTY
texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 ▪ Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Monday, August 04, 2014

Subject: Certification of Revenues Pct 4 – 1/3 Paving Revenue

Cc: Linda Fong, 1st Assistant County Auditor
Dina Trevino, Assistant Budget Officer
Becky Luna, Director of Accounting
Alvaro Chuc, Financial Accounting Supervisor

Please let this memo serve as a request for Certification of Revenue in reference to the R&B Pct 4 – 1/3 Paving Revenue for the following subdivisions

- EVERGREEN VAL3

The funds recorded by your office total $214,200.00 and are currently under unearned revenue account 4-1200-223-00-124-084-0-000 "R&B Pct 4 Unearned Rev-1/3 Evergreen Val 3" pending revenue to be recognized by your office.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

OFFICIAL HIDALGO COUNTY RECEIPT

OFFICE OF THE COUNTY TREASURER

NORMA G. GARCIA

(143057)

Receipt No: 108936

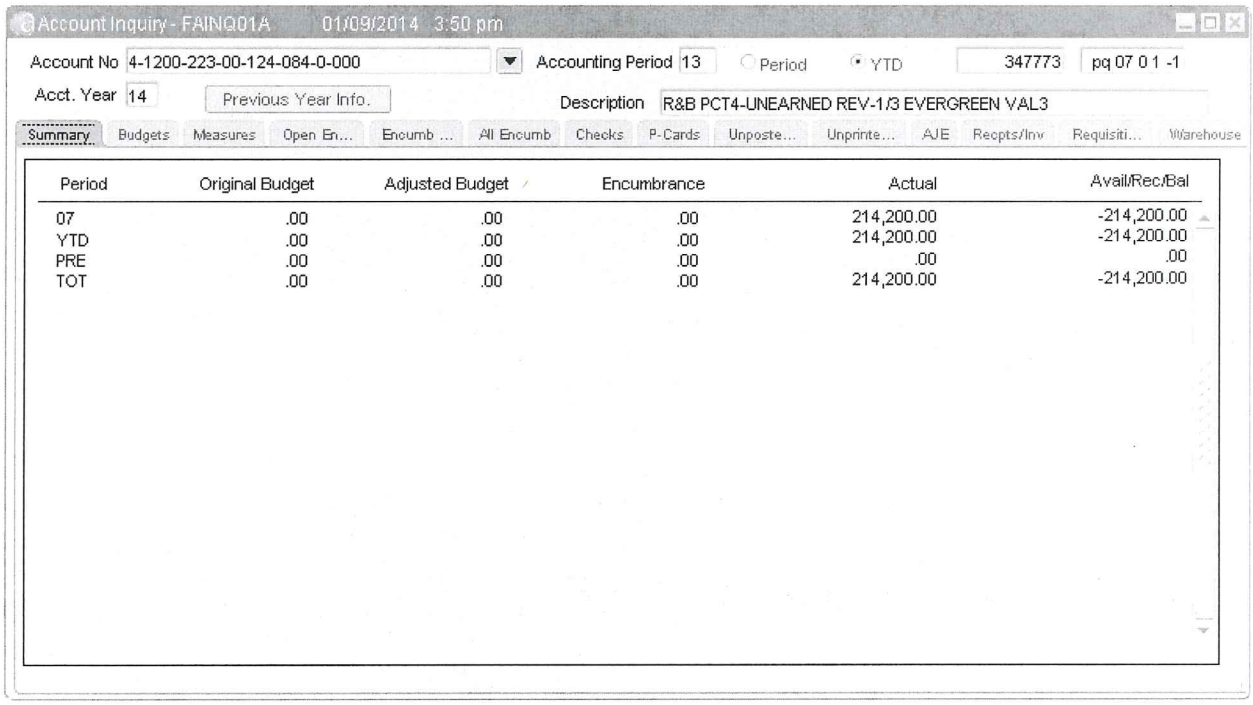
Received From: PLANNING DEPT. 02/22/07 (YL) Date 02/27/07

1	2000	EVERGREEN VALLEY EST. PH 3	7-1100-211-00-000-018-0-000	214,200.00

Total: 214,200.00

Check Total	214,200.00
Cash Total	.00
Credit Total	.00
Other Total	.00

SEE JE143057



Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
07	.00	.00	.00	214,200.00	-214,200.00
YTD	.00	.00	.00	214,200.00	-214,200.00
PRE	.00	.00	.00	.00	.00
TOT	.00	.00	.00	214,200.00	-214,200.00

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

124-084

July 23, 2014

Mr. Reymundo Eufracio, County Auditor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx. 78539-6243

RE: 1/3 Paving Escrow Account for Precinct No. 1
Evergreen Valley Estates Phase III

Dear Mr. Eufracio,

Below please see Evergreen Valley Estates Phase III Subdivision which has been inspected by our department in relation to the 1/3 Paving Escrow Account for Precinct No. 4. We have confirmed that the roads listed below have been paved since 2007 and are currently in good condition. As per Appendix 5, Section 2.9, of the Hidalgo County Subdivision Rules, please allocate the amount of the escrow of $214,200.00 to the appropriate Precinct No. 4 account in order to reimburse the precinct for the expenses incurred for this project. Attached are on-site photos of the road limits in question.

PCT.	SUBDIVISION NAME	AMOUNT	ROAD	INSPECTION DATE
4	Evergreen Valley Estates Ph. III	$214,200.00	Mile 20 North	July 2014
Limits: Skinner Rd to Sunflower Rd				
			Skinner Rd	July 2014
Limits: Mile 19 Rd to Mile 20 Rd				
			Sunflower Rd	July 2014
Limits: Mile 19 Rd to Mile 20 Rd				

If you should have any questions, please contact me at (956) 318-2840.

Thank You,
HIDALGO COUNTY PLANNING DEPARTMENT

PE

Raul E. Sesin, P.E., C.F.M.
Planning Administrator

C: Marcos Lopez, Pct. 4 Chief Administrator
Nora D. Cavazos, Administrative Assistant III

PLANNING DEPARTMENT
County of Hidalgo

Rev. 09-14-11

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: _____ Date: 07/22/2014

ON-SITE INSPECTION FORM

Name: EVERGREEN VALLEY ESTATES No. 3 Telephone No.: 318-2840

Subdivision: _____

Lot: _____ Block: _____ Tract: _____

Location: ~~MILE 19 NORTH~~, SKINNER RD, SUNFLOWER AND MILE 20 NORTH ROAD

Type of Inspection

- ☐ Setback Inspection ☐ Ready to Pour Foundation ☐ Move-In
- ☐ Gather Pictures/Information of Site (Complaint)
- ☐ Check if Drainage Swale has been covered (Complaint)
- ☐ Verify Removal of 2nd Structure for Compliance with Affidavit
- ☑ Other: ALL ROADS HAVE BEEN PAVED BY COUNTY Pct. 4. MR. SESIN CONFIRMED WITH MANUEL CARRANZA Pct. 4 THAT THE Pct. CONDUCTED
- ☐ ~~Complaint:~~ ALL THE PAVING AND THE DEVELOPER DID THE BASE WORK.

Commercial Only:

Parking Lot: ☐ Asphalt ☐ Concrete ☐ Caliche ☐ None

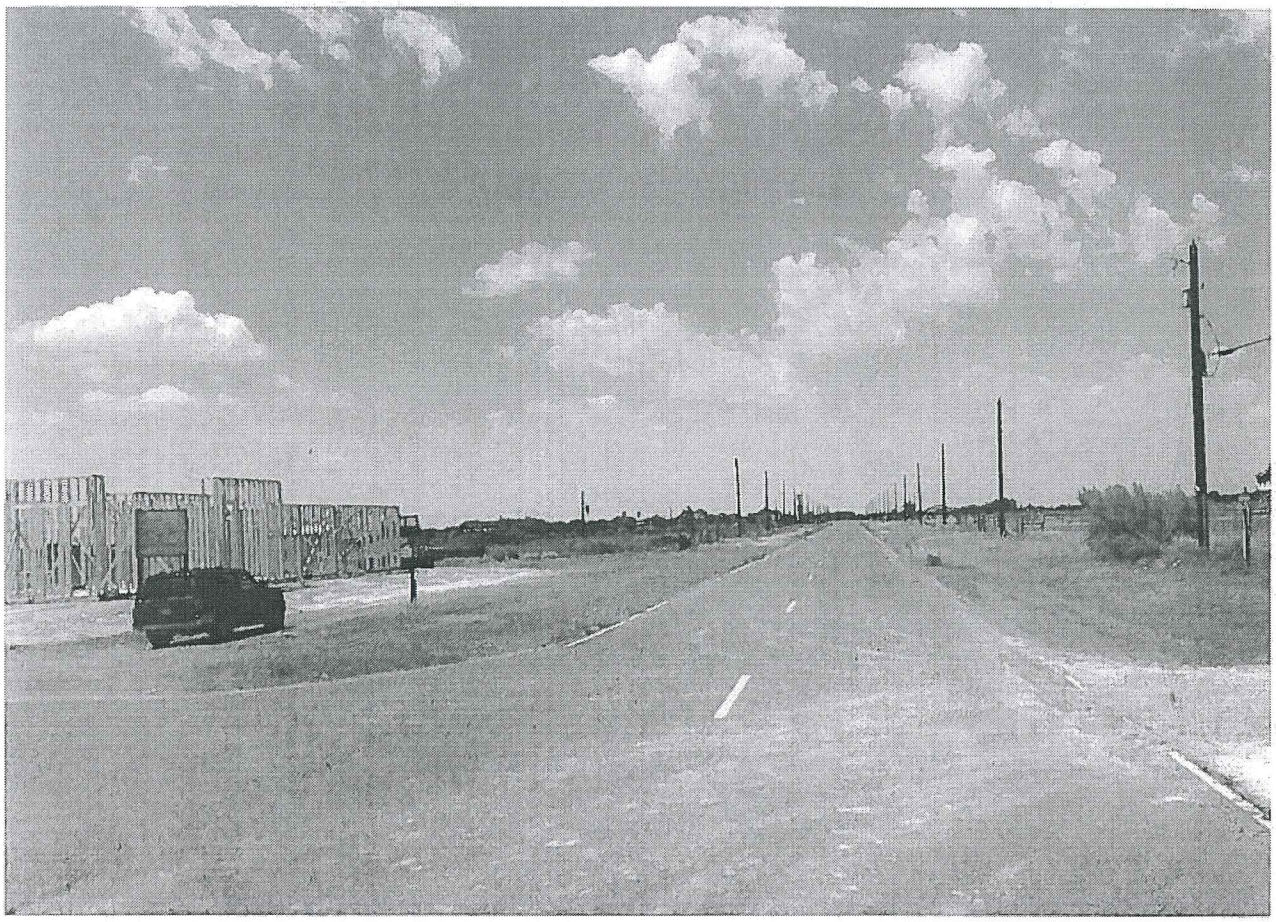
Detention Area: ☐ Existing ☐ Under Construction ☐ None

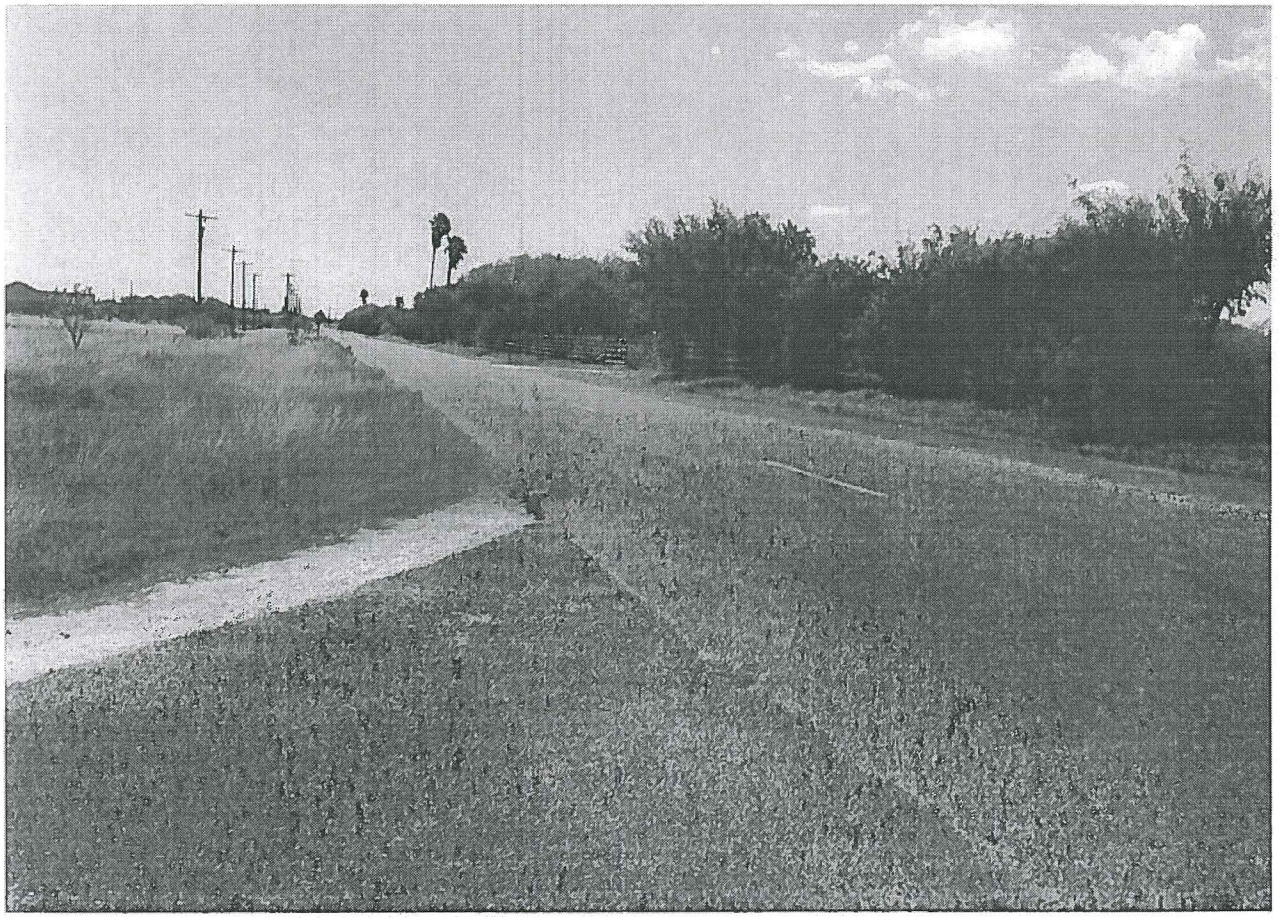
☑ Approved ☐ Denied Comments: DAVIS ROAD, SKINNER ROAD, SUNFLOWER ROAD AND MILE 20 NORTH ROAD HAS BEEN PAVED TO COUNTY STANDARD SECTION (24'-28')

Attachments: SEE ATTACHED PIC. Noticed Issued: ☐ Yes ☐ No

Notice Left with/on: _____ Notice No: _____

Inspector: _____ Date On-Site Inspection Conducted: 07/22/2014





DATE: August 5, 2014

2014
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Pct 4**

ACCOUNT NUMBER: 4-1200-4X1-0X-124-XXX-X-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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
4-1200-431-00-124-007-0-	890	Pct 4 Rd Maint	Other	64,072.68
4-1200-491-01-124-287-4-	891	Transfers Out	TXDOT-Infrastructure Fund	100,920.00
4-1200-491-01-124-301-0-	891	Transfers Out	Capital Outlay-Pct 4 Linn-San Mauel Emergency Facility Project	49,207.32
4-1200-341-30-124-001-0-	*000*	*R&B Pct 4*	*1/3 Paving Revenues*	*214,200.00*
			TOTAL BUDGET INCREASE (DECREASE)	**214,200.00**

REASON: Appropriation of funds from Evergreen Val 3 Subd. escrow money for 1/3 paving to fund road maintenance, TXDOT Infrastructure Grant (CETRZ) and Pct 4 Linn San Manuel Emergency Facility Project .

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-45000 **Purchasing Department 24. A. 1.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval and acceptance of the "Benefit Agreement" between Hidalgo County and Pre-Paid Legal Services, Inc. including the proposed "Implementation Schedule" with participation available to all eligible Hidalgo County Employees at their own cost including authority for County Judge or Presiding Officer to sign document for "RFP No: 2014-053-06-25-YSS Pre-Paid (Post Tax) Voluntary Legal Services" Project.

BACKGROUND

Current agreement expires: August 19, 2014
New contract to commence: August 20, 2014

An Administration fee of $5.00 per year per employee for participating in the Pre-Paid (Post Tax) Voluntary Legal Services Program will be applies and requested from "Pre-Paid Legal Service, Inc." by the County's Treasurer's Office. The project is at no cost to Hidalgo County.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This agenda item for project has no fiscal impact to the County. An administrative fee per employee per year will be requested and collected from the vendor (Pre-Paid Legal Services, Inc. by the County Treasurer's Office.

Attachments

agrmtn, apA, legal apprvl

legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/23/2014 03:24 PM
Budget & Management	Debbie Tamez	07/24/2014 02:44 PM
Glinda Pacheco	Glinda Pacheco	07/25/2014 09:06 AM
Auditor's Office	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Yvette Islas Started On: 06/12/2014 09:17 AM

Final Approval Date: 08/08/2014

C-14-054-07-29

BENEFIT AGREEMENT

This Agreement made and entered into this 8th day of August, 2014 by and between Pre-Paid Legal Services, Inc. dba LegalShield, One Pre-Paid Way, Ada, Oklahoma 74820, an Oklahoma corporation and County of Hidalgo, Texas ("County") 1615 S. Closner, Suite J, Edinburg, Texas 78539, a Texas government entity.

WHEREAS, LegalShield is in the business of developing and marketing prepaid legal services plans and the identity theft plans; referred to as the "LegalShield Legal Plan" and

WHEREAS, County desires to make available to their employees the LegalShield Legal and Identity Theft plans;

THEREFORE, the parties agree as follows:

SERVICE OFFERING
County will make available to its employees, as a payroll deduction benefit, the LegalShield Legal Plan outlined in Appendix A.

LegalShield will notify both the County and members of this group in writing any changes to the membership benefits thirty (30) days prior to the changes taking place.

SERVICE COST
The monthly cost to the member for the outlined plans shall be as follows

LegalShield Legal Plan	$15.95
LegalShield Legal Plan and Identity Theft Plan	$25.90
Identity Theft Plan (Stand-Alone)	$14.95

The $10 LegalShield Legal Plan enrollment fee shall be waived for all County employees enrolling as part of this group.

The above costs are guaranteed for Three (3) years.

SERVICE ENROLLMENT
Independent marketing associates of LegalShield shall be assigned to provide assistance with all initial and new hire enrollments.

County employees may enroll or discontinue the LegalShield Legal and Identity Theft Plans at any time.

When notified by the County that an employee will be taking a leave of absence, a payment option form will be mailed to the member at their home address. By completing and returning this form, the member may elect to continue the services through a monthly credit card or bank draft payment.

SERVICE BILLING
LegalShield shall bill County each month for the membership fees due for each active member and County shall remit such funds to LegalShield.

Payroll deductions will begin on date to be determined and the effective date of all memberships will be determined by County management in accordance with their benefits enrollment schedule. The effective date is defined as the first day the member is eligible for benefits.

SERVICE TERM

The initial term of the contract shall be for one (1) Year, with the County's option to renew the agreement two (2)-one (1) year terms based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

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 the parties hereto, and not otherwise.

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.

This Agreement may be terminated without cause by County with thirty (30) day's written notice prior to cancellation.

Notice under this Agreement shall be to the following individuals:

Honorable Ramon Garcia
County Judge
County of Hidalgo, Texas
1615 S. Closner, Suite J
Edinburg, TX 78539

Ms. Kathy Pinson
Executive Vice President of Operations
Pre-paid Legal Services, Inc. dba LegalShield
One Pre-Paid Way
Ada, OK 74820

County of Hidalgo, Texas

LegalShield.

_____
Ramon Garcia, County Judge

_____
Kathy Pinson, Executive Vice President of Operations

_____
Date

_____
Date

Attest:

_____
Arturo Guajardo, Jr., County Clerk

Approved as to Form:
Atlas & Hall LLP

_____
Stephen L. Crain

Approved by Commissioners' Court: _____

LegalShield℠

Appendix A

Dear Member:

As part of payment of the membership fee and abiding by the terms and conditions of this Contract and any attachments, you and all Covered Persons, will receive the legal services (the "Services") as outlined in this Contract. The Services will be provided by attorneys designated by the Company, who are licensed, practicing attorneys (referred to as the Provider Attorney or Referral Attorney as defined in the General Provisions). All requests for Services must be directed through the Provider Attorney in your state of residence in a prompt manner. This will allow sufficient time for preparation and response. For legal matters that arise within the United States and outside your state of residence, the Provider Attorney may assign an attorney who is licensed in the appropriate jurisdiction. Should you move to another state, your membership Contract and Provider Attorney will switch to your new state of residence after you notify the Company. Please refer to the General Provisions and other sections of this Contract for the definition of capitalized terms.

CONSULTATION SERVICES

A. Telephone Consultation. A Covered Person may receive toll-free telephone consultations on an unlimited number of personal legal matters. Consultations are available to the extent the Provider Attorney deems it necessary to adequately advise the Covered Person on the legal matter. Additionally, the Provider Attorney, in his/her Professional Judgment, may provide up to one hour of legal research concerning the matter if the legal matter cannot be adequately addressed during the telephone consultation. For this consultation and advice, the Covered Person will call the telephone number listed on the membership card during regular office hours, except on holidays.

B. Letter or Telephone Call. If the Provider Attorney, in his/her Professional Judgment, determines from the toll-free consultation with the Covered Person that either a telephone call or a letter would be of further assistance to the Covered Person, then the first such letter or telephone call (for each non-related personal legal subject matter per Membership Year) will be written or made on behalf of the Covered Person. Any additional telephone calls or letters from the Provider Attorney after the first one per subject per Membership Year will be provided under the Preferred Member Discount.

C. Document Review. After consultation, the Covered Person may submit for review any personal legal document of 15 pages or less relating to the consultation, in which the Covered Person is a contracting party. Document review does not include review of a document(s) for use in ongoing court proceedings or lawsuits, such as petitions, complaints, or requests or motions for court determination. The Covered Person shall provide a copy of the document to be reviewed, retaining the original, to the Provider Attorney. The Provider Attorney will review the copy and advise the Covered Person by telephone consultation on any areas of concern and the legal implications of those provisions and their conformity to State and Federal law. Any editing or negotiations concerning the document are available under the Preferred Member Discount.

OFFERED BY:
PRE-PAID LEGAL SERVICES, INC.
ONE PRE-PAID WAY - P.O. BOX 145
ADA, OKLAHOMA 74820
1-800-654-7757

24/7 EMERGENCY ACCESS

The Covered Person may receive toll-free telephone access to the Provider Attorney on a 24-hour per day basis by calling the emergency number on the Covered Person's membership card in order to consult with the Provider Attorney only when:

1. The Covered Person is detained by a Law Enforcement Officer. (A "Law Enforcement Officer" is any representative of any federal, state, or local law enforcement agency while that representative is acting in an official capacity or any private security personnel acting in the course of such person's employment). "Detained" means being restrained, searched or deprived of immediate liberty by a Law Enforcement Officer.

2. The Covered Person is detained or questioned by a Law Enforcement Officer or any representative of a federal, state, or local child welfare agency while the representative is acting in an official capacity regarding any minor child in the Covered Person's custody or control, or any dependent child of the Covered Person.

3. The Covered Person is involved in an automobile or motorcycle accident that results in bodily harm or physical injury.

4. The Covered Person is served with a warrant.

The telephone access provided is subject to conditions imposed by the detaining or questioning authority, which may prevent a Provider Attorney from communicating with the Covered Person on an immediate basis.

24/7 Emergency Access Exclusion:

Assistance in making, posting, or obtaining bond, bail, or other security required for release.

RESIDENTIAL LOAN DOCUMENT SERVICES

When buying their primary residence, the Member and Member's spouse, are entitled to have any and all residential loan documents, as may be required by the lending institution or by law and not otherwise provided or prepared by the seller, lender, or other third party, prepared by the Provider Attorney. All information necessary for the preparation of the documents must be provided to the Provider Attorney at least five business days prior to the closing date. Legal Services under this paragraph are available once each Membership Year for the Member's primary residence. Any documents prepared by a third party may be reviewed by the Provider Attorney prior to closing, provided they are submitted to the Provider Attorney at least five business days prior to the closing date. This Service does not include review of the abstract or preparation of a Title Opinion or the Provider Attorney's presence at closing.

FAMILY & DOMESTIC RELATED SERVICES

Each of the following Family and Domestic Related Services described in this section become available after your membership has been active for 90 consecutive days from the Effective Date. These Services are excluded from any proceeding that has already been initiated.

A. Uncontested Separation or Annulment. The Member is entitled to Services relating to an uncontested legal separation or uncontested civil annulment if available in the state of the Member's primary residence. Uncontested separation or uncontested civil annulment is defined as a separation or annulment where neither the Member nor Member's spouse is represented by counsel and all issues are agreed upon in writing by the parties without negotiation by the Provider Attorney. Services for a contested separation or contested civil annulment are available under the Preferred Member Discount. If, in the Provider Attorney's Professional Judgment, an uncontested legal separation or uncontested annulment becomes contested, subsequent Services will then be available under the Preferred Member Discount.

B. Uncontested Divorce. The Member is entitled to Services relating to an uncontested divorce. Uncontested divorce is defined as a divorce where neither the Member nor Member's spouse is represented by counsel and issues are agreed upon by the parties, in writing, without the negotiation by the Provider Attor-

ney, and net material assets of the marriage are under $500,000. If a court or third party modifies any terms previously agreed upon by the Member and Member's spouse, the matter will become contested, unless both parties agree to the changes. If the court with jurisdiction over the divorce action changes or denies any term of an agreed upon decree, the divorce shall then be considered contested and services then provided under the Preferred Member Discount. Any division of retirement benefits or determination of a QDRO (Qualified Domestic Relations Order) is not covered and is the responsibility of the Member. Preparation and filing of documents affecting the property ownership or encumbrances on property are not included. These Services are available under the Preferred Member Discount. If, in the Provider Attorney's Professional Judgment, an uncontested divorce becomes contested or negotiated, subsequent Services will then be available under the Preferred Member Discount. Any post-decree legal issues are available under the Preferred Member Discount.

C. Uncontested Adoption. An uncontested adoption is defined as an adoption where all parties have agreed in writing to the adoption, all required consents are obtained and the adoption is not contested or challenged. If, in the Provider Attorney's Professional Judgment, an uncontested adoption becomes contested, subsequent Services are available under the Preferred Member Discount. Guardianship proceedings are excluded.

D. Uncontested Name Change. A Covered Person is entitled to Services relating to an uncontested name change prepared by the Provider Attorney. An uncontested name change is defined as a name change where all required consents are obtained and the name change is not contested or challenged. This Service includes the preparation for and attendance at, if required, the initial hearing to obtain the change in name. Preparation of any required publication notice and any governmental documentation such as fingerprints and criminal history checks are available under the Preferred Member Discount.

ESTATE PLANNING SERVICES

A. Last Will & Testament. A Covered Person is entitled to have a Last Will and Testament prepared by the Provider Attorney. The Last Will and Testament may include a codicil or amendment and may include the creation of a testamentary children's trust. Any other provisions in the Will regarding planning for estate taxes, complex distributions, and special needs trusts, will be provided pursuant to the Preferred Member Discount. These Services do not include the distribution for any assets outside of the United States. The Covered Person desiring a Last Will and Testament must complete a Will Questionnaire furnished by the Company and return it to the Provider Attorney. Execution and storage of the Last Will and Testament shall be the sole responsibility of the Covered Person. The Covered Person shall be entitled once during each Membership Year to have the Provider Attorney review his/her Last Will and Testament and make any necessary changes. The Covered Person has the sole responsibility to initiate the annual review and such review rights do not accrue from year to year.

B. Health Care Power of Attorney. A Covered Person will be entitled to have a Health Care Power of Attorney prepared according to his/her instructions and conforming to state law. Execution and storage of the Health Care Power of Attorney shall be the responsibility of the Covered Person. The Covered Person shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Health Care Power of Attorney to make any necessary changes.

C. Physician's Directive/Living Will. A Covered Person will be entitled to have a Directive to Physician/Living Will form prepared which conforms to state law. Execution and storage of the document shall be the responsibility of the Covered Person. The Covered Person shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Directive to Physician/Living Will to make any necessary changes.

MOTOR VEHICLE RELATED SERVICES

Legal services requested for the following Motor Vehicle Related Services are available 15 days after the Effective Date of this Contract. Services are not available for any matter arising or reasonably anticipated prior to the expiration of the 15 day waiting period.

If the Covered Person, while driving any Licensed Motor Vehicle, with the express consent and permission of the Licensed Motor Vehicle's owner, shall become involved in a motor vehicle accident, have a collision or be charged with a moving traffic violation, the Covered Person will be entitled to the following Services from the Provider Attorney, in the court of original jurisdiction.

A. Defense of all moving traffic violations except for those violations that result in misdemeanor or felony charges.

B. Defense of the Covered Person on any criminal charge for Manslaughter, Involuntary Manslaughter, Negligent Homicide, or Vehicular Homicide, arising from the permitted use of a Licensed Motor Vehicle.

C. A total of 2.5 hours of attorney time in each of the following situations:

1. When the Covered Person has been denied a driver's license or a driver's license has been cancelled, suspended or revoked by the issuing authority in a situation where a right to appeal is provided by statute.

2. When legal assistance is needed to reinstate or maintain a driver's license because of job related matters or medical reasons.

D. The Provider Attorney will provide a Covered Person with assistance up to, but not including, the filing of a lawsuit to collect all property damage claims of $5,000.00 or less. These services are available for property damages incurred as a result of the Covered Person driving, being a passenger in, or being struck by any motor vehicle. Such assistance is limited to 2.5 hours of attorney time per property claim.

E. Traffic tickets must be submitted to the Provider Attorney at least five working days prior to the appearance date to receive Motor Vehicle Related Services.

Motor Vehicle Related Exclusions:

1. Pre-existing Conditions which are defined as those acts or events which give rise to the issuance of a citation for a moving traffic violation and which are alleged to have occurred prior to 15 days after the Effective Date of this Contract, even though the citation or ticket might not be issued until after 15 days following the Effective Date of this Contract.

2. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.

3. Any matter where, in the Professional Judgment of the Provider Attorney, a claim, defense or legal position cannot prevail in court. This includes matters that are considered frivolous, groundless or without merit.

4. Any matter associated with driving a Commercial Vehicle. A Commercial Vehicle is defined as any motor vehicle being driven by a Covered Person for commercial or income-producing purposes.

5. Any matter associated with hit-and-run related charges, leaving the scene of an accident or similar charges, or criminal charges, except as provided above.

6. Any matters, tickets or violations which do not adversely impact a driving record or insurance record.

7. Any matter associated with charges that a Covered Person is driving without a valid operator's license, statutorily required insurance, proper registration or inspection, or properly working equipment.

8. Any appeal or any other post judgment relief action, including any matters or actions that must be filed in a different court for reconsideration or review.

TRIAL DEFENSE SERVICES

A. If the Member or Member's spouse is the defendant in a covered civil action filed in a state or federal district court, Services shall be provided as outlined in the schedule below. The number of hours are available to use on all covered lawsuits filed during that Membership Year. If more than one covered lawsuit is filed against a Member or the Member's spouse in a given year, the hours remaining at the conclusion of the first lawsuit may be used for the subsequent lawsuit. In no event will the number of available hours exceed the annual maximum number of hours, regardless of how many lawsuits are filed during any one Membership Year. Hours that are not used during the Membership Year expire at the end of the Membership Year and do not roll over to subsequent Membership Years. The Member must continue his/her membership while any covered action is pending in order to receive services.

Schedule:

1. First Membership Year: 60 hours of Trial Time, of which 2.5 hours may be used for Pre-Trial Time.

2. Second Membership Year: 120 hours of Trial Time, of which 3 hours may be used for Pre-Trial Time.

3. Third Membership Year: 180 hours of Trial Time, of which 3.5 hours may be used for Pre-Trial Time.

4. Fourth Membership Year: 240 hours of Trial Time, of which 4 hours may be used for Pre-Trial Time.

5. Fifth Membership Year: 300 hours of Trial Time, of which 4.5 hours may be used for Pre-Trial Time.

B. Pre-Trial Time, in the schedule above, is defined as Provider Attorney time rendered in defense of a covered lawsuit prior to the date of jury selection (in a jury trial) or opening statements (in a non-jury trial). This will include, but is not limited to, time between jury empaneling and opening statements, settlement conferences, telephone conversations, pre-trial conferences with the tribunal or judge, depositions, discovery, preparation of pleadings or motions and briefs, including motions for summary judgment.

C. Trial Time, in the schedule above, is defined as Provider Attorney time rendered in defense of a covered lawsuit from the date of and including jury selection (in a jury trial) or opening statements (in a non-jury trial) to the date of verdict or bench decision. Trial Time is limited to up to 8 hours per trial day and may include attorney time both in and out of the courtroom.

Trial Defense Services Exclusions:

1. Defense of any criminal charge.

2. Any lawsuit involving alcohol, drugs, substance abuse, chemical abuse or dependency or the use of medicines, whether prescribed or not, hit-and-run charges or leaving the scene of an accident.

3. Any matter against a Covered Person which arises as a result of business matters or interests (regardless of the form of the entity), or employment matters including:
   a. Ownership, management, or association with a business, partnership, or corporate entity, or trust.
   b. Any income producing property or venture regardless of the full-time or part-time nature.

4. Dependents, other than the Member's spouse, are not entitled to services under Trial Defense Services.

5. Assistance in matters relating to dissolution of marriage, separation, annulment, child custody or other divorce or domestic related issues, to bankruptcy proceedings, including adversary proceedings, or to any other matters for which Services are provided under other provisions of this Contract.

6. Class actions, amicus curiae filings or interventions filed in which the Covered Person is a party or potential party.

7. Pre-existing Conditions. Pre-existing Conditions for Trial Defense Services are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Effective Date, even though the lawsuit was filed after such Effective Date.

8. Any matter where, in the Professional Judgment of the Provider Attorney, a claim, defense or legal position is not likely to prevail in court. While the suit may be excluded from Trial Defense Services, the Provider Attorney may, in his/her discretion, provide assistance under the Preferred Member Discount for a possible resolution of the matter or other services deemed appropriate.

9. Garnishment, attachment, collection, appeal or any other post judgment relief action, including any matters or actions that must be filed in a different court for reconsideration or review and any arbitration, mediation, administrative proceedings, or other disputes, matters and actions outside a court of law and before a third party decision maker.

10. Counter claims where the Covered Person initiated a lawsuit.

11. Any matter where a Covered Person is acting on behalf of, or representing, another party (for example: executor, administrator, guardian or trustee).

IRS AUDIT LEGAL SERVICES

A. The Covered Person will receive up to 50 hours of services from the Provider Attorney when he/she is notified in writing by the Internal Revenue Service (the "IRS") of an audit, investigation or examination of his/her tax return or when he/she is requested, in writing, to appear at the offices of the IRS concerning his/her tax return.

B. Coverage for IRS Legal Services begins with any tax return due on April 15th of the same year as the Effective Date.

C. IRS Audit Legal Services shall be provided as follows:

1. Up to one hour of Services from the Provider Attorney within the first 30 days for consultation, advice and/or assistance, upon receipt of written notice from the IRS that the Covered Person's tax return is being audited, investigated or examined or when requested in writing to appear at the offices of the IRS concerning his/her tax return.

2. Up to 2.5 hours beginning on the 31st day for representation at the audit and for negotiations, conferences, and telephone conversations with the attorney and settlement conferences subsequent thereto, but prior to a lawsuit.

3. Up to the balance of 46.5 hours in Trial Time or services for actual trial appearance when the IRS sues the Covered Person or, after paying the disputed tax, the Covered Person sues the IRS. Trial Time is defined as Provider Attorney time rendered in defense of a covered lawsuit from the date of and including jury selection (in a jury trial) or opening statements (in a non-jury trial) to the date of verdict or bench decision. Trial Time is limited to up to 8 hours per trial day and may include attorney time both in and out of the courtroom.

IRS Audit Legal Services Exclusions:

1. Garnishment, attachment or any other post judgment relief action.

2. Charges of tax fraud or income tax evasion.

3. Trust returns, business and/or corporate tax returns, payroll and information returns, partnerships, corporation returns or portions thereof that are included in the Covered Person's tax returns.

4. Pre-existing Condition(s) which, for IRS Audit Legal Services, includes any event, investigation or notice from the IRS that the Covered Person knew of or had been notified of prior to the Effective Date.

5. Audits, examinations, or investigations where a professional preparer or an IRS enrolled agent is making a defense available, are not available for IRS Audit Legal Services.

6. Requests by the IRS asking for additional information to be supplied by mail or telephone before written notification of an audit is received.

PREFERRED MEMBER DISCOUNT

During the term of your Contract, a Covered Person may use the Provider Attorney for personal legal matters that are not otherwise provided by this Contract. The Covered Person will be entitled to services at a 25% discount of the standard hourly rate subject to the Provider Attorney's Professional Judgment and a separate Attorney-Client Contract. This does not apply to contingency fee matters or flat fee arrangements, which may be negotiated at a separate rate with the Provider Attorney.

GENERAL PROVISIONS

All Services are a part of and are subject to the General Provisions of this Contract.

A. **Member:** The person executing this Contract, who shall be a natural person, who is named on the first page of this Contract.

B. **Covered Person Shall Include:**

1. The Member.

2. The Member's spouse.

3. Never married dependent children of the Member, or Member's spouse, under 26 years of age who are permanent residents of the Member's household or full-time students.

4. Children under 18 years of age for whom the Member, or the Member's spouse, is the legal guardian.

5. Any dependent child, regardless of age, who is physically disabled or mentally incapacitated resulting in an inability to make legally binding decisions and is (i) unable to be employed; (ii) 51% or more financially dependent upon the Member or Member's spouse; and (iii) lives at home with the Member or Member's spouse. Documentation may be required by LegalShield or the Provider Law Firm before any legal services may be rendered.

6. A dependent is the natural or adopted child of the Member, or Member's spouse, unless otherwise specified in this Contract.

C. **Licensed Motor Vehicle:** A vehicle, except a Commercial Vehicle, which is properly licensed, insured, registered, inspected and with properly working equipment.

D. **Documents:** The Provider Attorney may require the Covered Person to submit any documents and written authorizations as it may deem necessary or appropriate prior to rendering any legal services called for pursuant to the Contract.

E. **Contract:** Any reference to "Contract" herein refers to this legal service contract between the Company and the Member.

F. **Availability of Services:** (i) For any matter involving both the Member and another Covered Person, only the Member may be entitled to Services (ii) Covered Person is entitled to the Services outlined in this Contract only to the extent such Services are available and permitted by the laws of the state having jurisdiction over the legal matter.

G. **Entire Agreement:** This Contract and the application of the Member shall constitute the entire contract between the parties. All statements, in the absence of fraud, made by the applicant for this Contract shall be deemed representations and not warranties and no such statements shall void the coverage or reduce benefits hereunder after the Contract has been in force for two years after its Effective Date, unless such state-

ment is in a written application attached to this Contract and a statement is material to the risk assumed by the Company.

H. **Provider Attorney:** The Provider Attorney is an attorney or law firm who has contracted with the Company to provide the Services described in this Contract in the Member's primary state of residence. This does not require all legal Services under the Contract to be performed by the Provider Attorney as the Provider Attorney or the Company, under certain circumstances, may refer matters to a referral attorney (a **"Referral Attorney"**). Referral Attorney and Provider Attorney may be collectively referred to in this Contract as the Provider Attorney. Information as to how legal services may be obtained are available by calling your Provider Attorney or by writing the Company at P.O. Box 145 Ada, OK 74821-0145 or by calling the Company at 1-800-654-7757.

I. **Geographical Area of Coverage:** This Contract only provides for legal Services in the United States, except where excluded, and does not include Services outside the United States or Services in other territories.

J. **Native American Legal Issues Exclusion:** Native American legal issues are excluded from Services. Services include any legal issues relative to the body of law dealing with the status of Indian Tribes, Native American citizens and their special status and relations with federal, state and tribal governments. This includes, but is not limited to, jurisdictional disputes, tribal and individual properties, royalties, conflicts with governmental powers and the Indian status of participants or subject matters as found in federal, tribal and/or state treaties, constitutions, statutes, regulations, case decisions, laws, ordinances, resolutions and administrative laws and decisions. This also includes legal issues before federal, tribal and/or state courts, administrative bodies, arbitration panels or arbitrators, tribunals and/or hearing panels, judges or officers.

K. **Effective Date:** The Effective Date is the date on the membership application or date the application is submitted to the Company via the Internet.

L. **Eligibility Period:** The Eligibility Period begins on the Effective Date of the Contract and terminates immediately in the event of cancellation by the Company for fraud. In the event this Contract is cancelled, the Eligibility Period shall terminate on the date the membership is no longer paid current.

M. **Membership Year:** Membership Year shall be defined as the period of time beginning on the Effective Date of the Contract, extending for a period of one year thereafter, and each one year period thereafter.

N. **The Company:** Any reference to the "Company" in this Contract shall refer collectively to Pre-Paid Legal Services, Inc. and its affiliates, dba LegalShield.

O. **General Exclusions:** The following items are specifically excluded from this Contract and shall not be interpreted as included Services under any provision of the Contract:

1. Any matter involving any Covered Person which arises as a result of business matters or interests (regardless of the form of the entity), including:
   a. Ownership, management, or association with a business, partnership, corporate entity, or trust.
   b. Any income producing property or venture regardless of the full-time or part-time nature.

2. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds and any out-of-pocket expense.

3. Any person or entity who initiates or participates in a lawsuit against the Company or any of its subsidiaries or affiliates, or is named as a defendant or respondent in a lawsuit initiated by the Company or any of its subsidiaries or affiliates, shall be specifically excluded from receiving any of the legal services under any Service of this Contract, during the pendency of such lawsuit or until its resolution.

4. Any matter, issue, consultation, action, proceeding, or dispute between the Covered Person and the Provider Attorney or the Covered Person and the Company.

5. Any matter which the Provider Attorney determines is resolved or has been raised an unreasonable number of times without substantial change of circumstance.

6. Any matters which are covered by any insurance policy.

P. **Attorney-Client Contract and Representation:** All Services which may require payment of any anticipated cost or payment of a retainer to the Provider Attorney to cover reasonable anticipated legal services not covered by the Contract, shall be subject to the terms of an Attorney-Client Contract. This Attorney-Client Contract is to be agreed upon by the Covered Person and the Provider Attorney prior to the time services are rendered. All determinations of retainers and anticipated costs to be incurred shall be the sole discretion of the Provider Attorney. When applicable, eligibility for receipt of Services under the Contract is contingent upon payment of such retainers and anticipated costs prior to commencement of legal representation. All services and legal representation will be limited to the Services available under this Contract and the Provider Attorney has no duty or relationship beyond the specified Services.

Q. **Provider Attorney's Professional Judgment:** It is the sole discretion of the Provider Attorney to determine whether claims or defenses pertaining to any matter under any Service of this Contract present frivolous or otherwise unmeritorious claims or defenses, including decisions to take any contingency case or to appeal any judgment or decision. The Provider Attorney reserves the right to make independent professional judgments. The Company will in no way influence or attempt to affect the rendering of professional services by the Provider Attorney.

R. **Examination Right:** The Member shall have 10 days after delivery to examine the Contract. If the Member is not satisfied with it for any reason, the Member may send written notice rescinding the Contract and have the paid membership fee refunded. Upon the Member's delivery of written notice of rescission of the Contract to the Company or the agent through whom it was purchased, within 10 days of delivery, the Contract shall be void from the beginning and the parties shall be in the same position as if this Contract had not been issued.

S. **Cancellation of Contract:** The Company may cancel this Contract for fraud, for non-payment of membership fees or if the Provider Attorney determines, in his/her Professional Judgment, that the Member is unable, unwilling or incapable of accepting or understanding legal advice and services. The Company shall notify the Member in writing of any such cancellation. All Services will automatically terminate at the end of the Eligibility Period. The Member may cancel the Contract at any time by giving notice to the Company. Upon written request, the Member shall be entitled to be reimbursed the unused portion of the membership fees paid for this Contract, the amount to be calculated on a pro-rata basis over the period of the Contract. Any enrollment fees are considered earned when paid and will not be refunded should this Contract be cancelled by the Member. In the event of cancellation by the Company, only those events reported in writing to the Provider Attorney during the Eligibility Period are provided.

T. **Settlement of Disputes:** All disputes or claims relating to the Company; this Contract; any Company products or services; any claims or causes of action between any Covered Person, the Company and any of the Company's officers, directors, employees or affiliates, whether in tort or contract; shall be settled totally and finally by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association. If any Covered Person files a claim or counterclaim against the Company or any of its officers, directors, employees or affiliates in any such arbitration, he/she may do so only on an individual basis and not with any other member or as part of a class action.

U. **Mutual Cooperation:** The Member and Company shall mutually cooperate with the Provider Attorney for the effective provision of legal services. At all times the Member shall conduct the relationship with professionalism and mutual respect.

V. **Duplication of Coverage:** A Covered Person may not secure Services from the Provider Attorney for the same matter under more than one Contract and may not secure the Services of more than one attorney on any given subject matter.

W. **Change of Contract:** No change in the Contract shall be valid until approved by an officer of the Company and endorsed on or attached to the Contract. No agent or sales associate has authority to change the Contract or to waive any of its provisions. A 30 day notice will be given should there be any change in this Contract.

X. **Reinstatement:** This Contract may be reinstated at any time within 31 days of cancellation, with full rights and coverages, provided the Member remits to the Company within the 31 day period all membership fees nec-

essary to pay the Contract to a current status. The Contract may be reinstated at any time after the 31 day cancellation date provided the Member (i) remits the current membership fees due, (ii) has remitted promptly in the past, (iii) has not previously cancelled his/her membership and requested reinstatement, and (iv) has not, in the past, made unreasonable demands, as determined by the sole discretion of the Company, on the Provider Attorney for representation. In the event the membership is reinstated after 31 days, the Member shall receive the Contract which is then currently on file with the Texas Department of Licensing and Regulation.

Y. **Change in Fees:** The Company reserves the right to change the established membership fee for this membership. Changes in the membership fee will only occur after the current payment period has expired. Should the membership fee be changed, the Member will be given a 30 day written notice.

Z. **Severability:** If any provision of this Contract is deemed invalid or unenforceable in any respect, such provision shall be, to the extent possible, reformed to make it effective. If any provision is deemed invalid and incapable of being reformed, it shall not impact the validity and enforceability of all other provisions of this Contract, which shall remain valid and enforceable.

AA. **Subrogation:** If the Company or Provider Attorney makes a payment under this Contract and the person to or for whom payment was made has a right to recover damages from another, the Company shall be subrogated to that right.

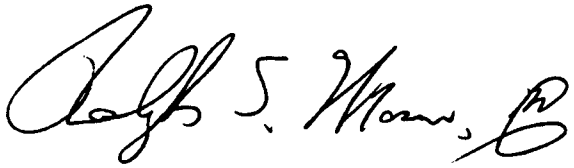
BB. **Release of Information:** Any Covered Person, directly or by survey, submitting to the Company complaints about or inquiries concerning a Provider Attorney's services, authorizes the Provider Attorney to disclose to the Company any and all communications between the Covered Person and the Provider Attorney, including privileged and confidential information, in order to respond to such complaint or question.

CC. **Adequate and Timely Notice:** To be entitled to receive benefits under this Contract, the Covered Person must submit to the Provider Attorney adequate facts and documents in a timely manner in order to allow an attorney time to review the facts and documents, enter into a retainer agreement with the Covered Person when appropriate, and provide legal assistance as required by this Contract. This includes, as a minimum, that traffic tickets must be submitted at least 3 working days prior to the appearance date, and all litigation must be submitted for defense benefits at least 5 working days prior to the date any answer or other responsive pleading is due to be filed and at least 5 working days before any scheduled court hearing. Failure to timely submit adequate documents and facts to the Provider Attorney shall render any obligation of the Provider Attorney to enter an appearance in the matter, or to provide any other benefits, null and void.

DD. **Payments of Membership Fees:** Membership fees for direct payment by the Member to the Company are $19.95 monthly or $239.40 on an annual basis. For Members authorizing payment by payroll deduction from a participating employer, with less than 2000 employees, membership fees shall be $18.95 monthly or $227.40 on an annual basis. For Members authorizing payment by payroll deduction from a participating employer, with 2000 or more employees, membership fees shall be $15.95 monthly or $191.40 on an annual basis.

EE. **Relocation to Another State:** Should the Member move to another state, this Contract will terminate; provided, however, that upon request of the Member, the Company will transfer the Member's Contract to one available in that state, if any.

FF. **Legal Service Contract:** Pre-Paid Legal Services, Inc., is a registered legal service contract company in the State of Texas. This legal service contract is not an insurance contract. Legal service contract companies and their sales representatives are regulated by the Texas Department of Licensing and Regulation (DLR). You may contact the DLR at P. O. Box 12157, Austin, TX 78711, telephone 512-463-6599, toll-free 800-803-9202 or legalservicecontract@license.state.tx.us.



Ralph S Mason, III
Chief Executive Officer

LegalShield℠

AMENDMENT

The following items are excluded from coverage under the membership contract:

(1) Any action, proceeding or dispute related to the Named Member's employment; provided, however, when specifically provided by a specialty plan, a member may be entitled to administrative hearings benefits in accordance with contract terms.

(2) Any action, proceeding or dispute between the member and Pre-Paid Legal Services, Inc. and its affiliates or its agents, the member and the Provider Attorney, or the member and any other party when such coverage is prohibited by law.

This exclusion applies specifically to contract number .

PRE-PAID LEGAL SERVICES, INC.

IMPLEMENTATION SCHEDULE

LegalShield Corporate Office along with the Group Benefit Specialist assigned to service your group stand ready to make the implementation process effective and efficient. The outline below is a tentative schedule that will be customized to meet your company's personal needs.

1. Once LegalShield has been awarded the opportunity to provide your employees with legal services, an initial meeting between your company's representatives and our Group Benefit Specialist will be set. During this meeting the following will be addressed:
    a. Signature of the authorizing officer will be secured for authorization of payroll deduction
    b. Establish employee enrollment meeting dates, times and locations
    c. Establish communication materials needed to announce enrollment and establish dates when your company would like to have these materials in hand

2. If applicable, a website for enrollment will be completed within 8-10 business days of the initial meeting.

3. A conference call will be set-up and initiated by LegalShield Group Billing Department with your company representatives at your company's convenience to address any concern in regards to electronic enrollment, billing, scheduling and any other administrative concerns.

4. Group Benefit Specialists will provide communication materials to your group and distribute them in compliance with your company's regulations.

5. If online enrollment is to take place, the login and password will be provided to your company representative for distribution to your employees.

6. If onsite enrollment is elected by your company, LegalShield will provide a Group Benefit Specialist on location to conduct enrollment meetings. These meetings will last approximately 20 minutes and will include an explanation of benefits, information concerning the Provider Law Firm and instruction on how to access assistance from the firm. Enrollment is completed once a one-page membership application is filled out. At that point, each new member is given a Temporary Membership Packet includes written instructions on how to contact the Provider Law Firm and Customer Service at the Corporate Office. It also includes temporary enrollment cards that your employees may place in their wallet or purse to ensure that the attorney information is always at hand.

7. Formal membership packets consisting of will questionnaires, a copy of the membership contract listing all the benefits available under the membership, and permanent membership cards will arrive via mail to each member's home address within two weeks of enrollment.

8. Within thirty days of the establishment of the group, a managing partner with the Provider Law Firm will contact your company's contact person for a formal introduction and welcome.**PLEASE NOTE: All communication and membership materials are provided to your company and its employees at no cost to your company.**

152731

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/4/2014

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
Commercial Lines - 952-242-3100
Wells Fargo Insurance Services USA, Inc.
400 Highway 169 South
St. Louis Park, MN 55426

CONTACT NAME: Amy Bond
PHONE (A/C, No, Ext): (952) 272-3141 **FAX (A/C, No):** (866) 418-2515
E-MAIL ADDRESS: amy.bond2@wellsfargo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Chubb Indemnity Insurance Co.	12777
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MidOcean PPL Holdings Corp
Pre-Paid Legal Services, Inc. dba LegalShield
1 Prepaid Way
Ada OK 74820-5813

COVERAGES **CERTIFICATE NUMBER:** 7801285 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			35983718	06/01/2014	06/01/2015	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			73580470	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
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		71749133	06/01/2014	06/01/2015	X PER STATUTE [ ] 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is named as Additional Insured as respects General Liability where required by written contract or agreement.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept, Martha Salazar
100 E Cano 4th Fl Adm Bldg
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

The ACORD name and logo are registered marks of ACORD **© 1988-2014 ACORD CORPORATION. All rights reserved.**

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: pre-paid legal

From : Steve Crain <scrain@atlashall.com> Wed, Jul 23, 2014 11:17 AM
Subject : RE: pre-paid legal
To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

The agreement is fine.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Wednesday, July 23, 2014 10:25 AM
To: Steve Crain
Subject: Re: pre-paid legal

Please review.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>
Sent: Wednesday, July 23, 2014 9:16:46 AM
Subject: RE: pre-paid legal

After the word "terminated" add "without cause".

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Wednesday, July 23, 2014 9:11 AM
To: Steve Crain
Subject: Re: pre-paid legal

Please review attached.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281

Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>
Sent: Monday, July 21, 2014 11:11:12 AM
Subject: RE: pre-paid legal

Please add the "entire agreement" clause and the clause that the agreement is governed by Texas law and is performable in Hidalgo County Texas.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Monday, July 21, 2014 10:36 AM
To: Steve Crain
Subject: Re: pre-paid legal

Please review attached.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>
Sent: Friday, July 18, 2014 4:02:16 PM
Subject: RE: pre-paid legal

Appendix A must be the actual agreement and not a "Sample".

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Friday, July 18, 2014 3:15 PM
To: Steve Crain
Subject: pre-paid legal

Please review/approved attached agreement.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281

Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

AI-45864 **Purchasing Department** **24. A. 2.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Approval of Construction Change Directive #6 (as drafted/submitted through project architect, Alcocer/Garcia & reviewed/concurred by construction manager, Prodigy) in relation to labor and material for new gypsum board along south wall of South Tower, Re-do electrical/plumbing lines due to new structural steel, Re-work partitions at storefront and additional hardware, in an amount not to exceed $11,763.00 so as to give general contractor, D. Wilson Construction the notice to proceed and order any necessary supplies or items, if applicable.

B. Approval of Request for Payment-Application No. 9 in the amount of $294,400.12 from D. Wilson Construction Co. awarded contractor for the, "Repairs and Renovations-1st and 2nd Floors to the Former Administration Building", and as certified for payment by project architect, Alcocer Garcia Associates, Inc. and reviewed & initialed by construction manager, Prodigy C-12-029-10-23.

C. Acceptance & approval of Invoice No. 1144 in the amount of $11,226.52 submitted by contracted vendor, Prodigy Construction Management, LLC, C-13-276-09-10, for the provision of construction management services for: "Repair and Renovation for the 1st and 2nd Floors of the Former Administration Building Project."

D. So as not to create further project delays, ratification of approved PO #712954 to Sechrist-Hall Company-$8,225.00 based on solicited proposals submitted (labor, materials & services) with terms and conditions reviewed/approved as to form by legal counsel for: Roof Penetration at the Old Administration Bldg. Renovations, 100 E. Cano, Edinburg, Tx work necessary to be performed by a Tremco approved contractor in connection with current roof warranty with authority to sign acceptance of proposal form provided (if required by vendor in addition to PO) project #2014-269A-MSS.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-419-40-220-043-0-452

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

BUDGETARY IMPACT:

Funds available through PO# 698457

CCD -DOES NOT CHANGE CONTRACT SUM.

FISCAL YEAR: 2014 **ACCT. #:** 4-1336-419-40-220-043-0-452

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

BUDGETARY IMPACT:

Funds available through PO# 699379

Attachments

CCD#6- Old Admin
Quote from Sechrist Hall Co. -Roof Penetrations Old Admin
Roof Penetrations TAB SHEET
Requisition 261620
PO# 712954-SECHRIST-HALL CO
#9
inv 1144

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Letty Saenz	08/08/2014 04:32 PM
Budget & Management	Debbie Tamez	08/08/2014 04:36 PM
Auditor's Office	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Rocio Villarreal Started On: 08/06/2014

Final Approval Date: 08/08/2014

AIA® Document G714™ – 2007

Construction Change Directive

PROJECT: *(Name and address)*
Hidalgo County Remodel Old Admin Bldg
100 E Cano
Edinburg, Texas 78539

TO CONTRACTOR: *(Name and address)*
D Wilson Construction
P.O. Box 3455
McAllen, Texas 78502

DIRECTIVE NUMBER: 006

DATE: August 1, 2014

CONTRACT FOR:
General Construction

CONTRACT DATED: October 23, 2012

ARCHITECT'S PROJECT NUMBER:

OWNER ☒
ARCHITECT ☒
CONSULTANT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative.)
1. Change Request #52: $5,080.00 : Provide L/M for the installation of new gypsum board with tape, float, texture along south wall of South Tower, 1st & 2nd Floors.
2. Change Request #53: $4,626.00: Re-do electrical/plumbing service lines for the installation of new structural steel members (Owner's request)
3. Change Request #56: $1,571.00 : Re-work new partitions at existing storefront.
4. Change Request #57: $486.00 : Additional Door Hardware Per Owner's Request

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:
   - ☒ Lump Sum of $ 11,763.00 (items 1,2,3,4 above)
   - ☐ Unit Price of $ per
   - ☐ As provided in Section 7.3.3 of AIA Document A201™–2007
   - ☐ As follows:

2. The Contract Time is proposed to N/A (0) days. The proposed adjustment, if any, is N/A

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Alcocer Garcia Associates, Inc.	County of Hidalgo	D. Wilson Construction Company
ARCHITECT *(Firm name)*	OWNER *(Firm name)*	CONTRACTOR *(Firm name)*
1333 E Jasmine McAllen, Texas 78501	2802 S Business Highway 281 Edinburg, Texas 78539	P.O. Box 3455 McAllen, Texas 78502
ADDRESS	ADDRESS	ADDRESS
George A Garcia		
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
George A Garcia, Architect	Ramon Garcia, County Judge	Bill Wilson
(Typed name)	*(Typed name)*	*(Typed name)*
8-1-14		8/2/14
DATE	DATE	DATE

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D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956) 686-9573

Change Request

To: George A. Garcia
Alcocer Garcia Associates, Inc
1333 E. Jasmine Ave.
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 52
Date: 7/13/14
Job: 12-561 Remodel Administration Bldg
Phone:

Description: *Finishing out South wall both floors. NIC.*

We are pleased to offer the following specifications and pricing to make the following changes:

Insulate between furring strips, hang sheetrock, tape, float, & texture (no painting charged.. in original scope) South wall first & second floor.Reference RFI #45.

The total amount to provide this work is $5,080.00

The schedule will be Impacted..

If you have any questions, please contact me at .

Submitted by: Manuel M. Ornelas, D. Wilson C

Approved by: _____
Date: _____

Cc: Stan Ramos (Hidalgo County), Horacio Quintero (D. Wilson Construction Co.), valde.guerra@co.hidalgo.tx.us, Mateo Salazar (D. Wilson Construction Co.), apalacios@prodigycompany.com, Ed Alcocer, AGADC

	HC Reno to Fmr Admin Bldg.		RFI #45		
DATE:	Sunday 7.13.2014				
Completion	February 3, 2015				
	#				Math Check
12-000	**Furnishings**				
12-300	Educational Casework				-
12-348	Laboratory Casework				-
12-504	Horizontal Blinds				-
	SUBTOTAL		---		
15-000	**MEP**				
15-100	Plumbing Contractor				-
15-300	Fire Sprinkler System				-
15-300	FM 200				-
15-500	HVAC Contractor				-
16-100	Electric Contractor/ Fire Alarm				-
	SUBTOTAL				
	PROJECT SUBTOTAL		4,600		
	D. Wilson Construction Company fee	7.00%	322		322
			4,922		
91-871	1 Builder's Risk Policy (Hughston quote)	0.009%	0		0
91-874	Liability insurance	0.620%	31		31
	INSURANCE SUBTOTAL		31		
	PROJECT SUBTOTAL		4,953	math is correct	
91-870	Bond		127		127
	PROJECT TOTAL:		5,080	math is correct	127

HC Reno to Fmr Admin Bldg. RFI #45

DATE: Sunday 7.13.2014

Completion February 3, 2015

#			Math Check
09-000	**FINISHES**		
09-100	Gypsum Wall Board Systems	4,200	4,200
09-200	Lath & Plaster		-
09-500	Acoustical Lay In Ceiling		-
09-310	Ceramic Tile		-
09-520	Acoustical Wall Panels, Fabrics, Diffusers		-
09-520	Acoustrical Labor		-
09-670	Resinous Flooring		-
09-680	Carpet		-
09-685	VCT		-
09-629	Floor Protection Temporary		-
09-900	Painting/VWC	400	400
	SUBTOTAL:	4,600	
10-000	**SPECIALTIES: LABOR INCLUDED ON EACH LINE ITEM**		
10-100	TV Mount Brackets (50)		-
10-100	TV Mount Brackets Labor		-
10-100	Maunal Projection Screens (52 & 1 Oversized)		-
10-100	Maunal Projection Screens Labor		-
10-100	Motorized Projection Screens		-
10-100	Motorized Projection Screens Labor		-
10-100	Curtain and Curtain Track (3 @ A115)		-
10-100	Curtain and Curtain Track Labor		-
10-260	Corner Guards		-
10-260	Corner Guards Labor		-
10-100	Library Security System		-
10-100	Library Security System Labor		-
10-100	Ice Machine		-
10-100	Ice Machine labor		-

ERICO
BUILDING SYSTEMS, LLC
3714 W. Mile 17 ½
Edinburg, Texas 78541

July 1, 2014

PROPOSAL/CHANGE ORDER #7

PROJECT: Hidalgo County Administration 1st & 2nd floor renovations (Edinburg, Texas)

Please find my proposed bid in the amount of FOUR THOUSAND TWO HUNDRED DOLLARS & NO/100 ($4,200.00) for the extra work needed for completion of this project.

CHANGE ORDER #7: $4,200.00

- Included: Provide and install 1" rigid board insulation
- Provide and Install 5/8" sheetrock on top of rigid board.

Should you have any questions concerning this proposal, please feel free to give me a call @ 789-0794. Thank you.

Erie R. Garcia
ERICO BUILDING SYSTEMS, LLC

HC. RFI #45

M & A Painting Service, Inc.

Miguel Barboza Jr.

3711 E. Main Ave.
Alton. TX 78573

Phone:(956)585-6167
Fax: (956)583-3999

Email:mapaintingservice@att.net

BASE BID: **$450.00**

AS PER PLANS & SPECS

PROJECT:

HIDALGO COUNTY OLD ADMINISTRATION BUILDING
EDINBURG, TEXAS

THIS BASE BID INCLUDES:

RFI #45 TO PROVIDE A COST PROPOSAL FOR 220' SQUARE FEET TO TAPE, FLOAT AND TEXTURE ONLY. PAINT IS NOT INCLUDED AS THIS WALL WAS SUPPOSED TO BE EXISTING AND WAS SCHEDULED TO PAINT ALREADY BY ORIGINAL PLANS

ACKNOWLEDGE OF ADDENDUMS:

PLEASE CALL MIKE IF YOU HAVE ANY QUESTIONS @ 956-605-5043

MIGUEL BARBOZA JR — 7 10 2014

X _____ DATE _____

M & A REPRESENTATIVE

THIS BID IS GOOD FOR 30 DAYS FROM ABOVE DATE

D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956) 686-9573

Change Request

To: George A. Garcia
Alcocer Garcia Associates, Inc
1333 E. Jasmine Ave.
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 53
Date: 7/13/14
Job: 12-561 Remodel Administration Bldg
Phone:

Description: Remove, replace, re-route above ceiling utility lines.

We are pleased to offer the following specifications and pricing to make the following changes:

Remove, replace, re-route above ceiling utiltiy lines i.e plumbing, electrical & sprinkler lines in conflict with newly introduced structural steel. Reference RFP #27, RFI #21.

The total amount to provide this work is $4,626.00

The schedule will be Impacted..

If you have any questions, please contact me at .

Submitted by: Manuel M. Ornelas, D. Wilson C

Approved by: _____
Date: _____

Cc: Stan Ramos (Hidalgo County), valde.guerra@co.hidalgo.tx.us, Horacio Quintero (D. Wilson Construction Co.), Mateo Salazar (D. Wilson Construction Co.), apalacios@prodigycompany.com

HC Reno to Fmr Admin Bldg. RFP # 27

DATE: Sunday 7.13.2014

Completion February 3, 2015

	#					Math Check
12-000		**Furnishings**				
12-300		Educational Casework				-
12-348		Laboratory Casework				-
12-504		Horizontal Blinds				-
		SUBTOTAL		—		
15-000		**MEP**				
15-100		Plumbing Contractor		1,730		1,730
15-300		Fire Sprinkler System		1,430		1,430
15-300		FM 200				-
15-500		HVAC Contractor				-
16-100		Electric Contractor/ Fire Alarm		1,029		1,029
		SUBTOTAL		4,189		
		PROJECT SUBTOTAL		4,189		
		D. Wilson Construction Company fee	7.00%	293		293
				4,482		
91-871	1	Builder's Risk Policy (Hughston quote)	0.009%	0		0
91-874		Liability insurance	0.620%	28		28
		INSURANCE SUBTOTAL		28		
		PROJECT SUBTOTAL		4,510	math is correct	
91-870		Bond		116		116
		PROJECT TOTAL:		4,626	math is correct	116

Faires Plumbing Co., Inc.
P. O. Box 1199
Edinburg, Texas 78540
Ph. 956-383-3221 Fax 956-383-7382

July 1, 2014

D. Wilson Construction

Re: Hidalgo County Renovation to Administration
RFP #27 Relocate piping for structural beams

Attn.: Manny Ornelas

Dear Sir,
As per your request we submit a price of **$1,730.00** to remove and reroute existing piping to accommodate structural changes at the project site. Please advise

Thank you,

Mike Fuentes

Alliance Specialized Systems
Fire Sprinkler Contractor
Texas SCR-0798
HUB Certified
E-Mail: ederueda@alliance-fire.com

602 North McColl Road
McAllen, Texas 78501
(956) 682-1602
(956) 682-1605
July 7, 2014

Attn: Manuel Ornelas
D. Wilson Construction
1209 East Pecan
McAllen, Texas
P. (956) 686-9573
F. (956) 686-3270

RE: RFP-27
Our Ref. #: ED77

Alliance Specialized Systems is pleased to provide our quotation of One Thousand Four Hundred Thirty Dollars ($1,430.00) to provide material and labor to reroute the 3" sprinkler main and branch lines as needed per RFP-27.

Exclusions:
1. NA
2. Tax

THIS AGREEMENT CONSISTS OF THESE AGREEMENT PAGE AND THE TERMS AND CONDITIONS ATTACHED HERETO, and is the complete agreement between the parties. Customer acknowledges that he has read this agreement, understands it, and agrees to be bound by its terms and conditions. Neither party shall be bound by any statements or representations not contained in this agreement.

Respectfully submitted,

Ed De Rueda
Operations Manager
Alliance Specialized Systems

METRO
ELECTRIC, INC.
TECL# 17140

☐ MAIN OFFICE
1901 INDUSTRIAL DRIVE
McALLEN, TX 78504-4015
(956) 686-2323

☐ BRANCH OFFICE
5555 COMMERCIAL DRIVE
P.O. BOX 4270
BROWNSVILLE, TX 78523
(956) 831-7801

HARLINGEN, TX 78550
(956) 421-2600

WWW.METROELECTRIC-RGV.COM

RECEIVED
JUL 02 2014
BY:

June 24, 2014

D. Wilson Construction, Inc.
1209 E Pecan Blvd.
McAllen, TX 78501

Attn: Manuel Ornelas
Re: Metro Electric, Inc.
Hidalgo Administration Building Renovations – CPR #14

Please add **$1,029.00** from our base contract amount for the following changes.

SCOPE OF WORK

Furnish and install materials for RFP #27 revised, install and remove ¾" conduit.

Should you have any questions, please advise accordingly.

Sincerely,
Metro Electric, Inc.

Jay Guajardo
Sr. Project Manager

Change Price Request Cost Analysis

PROJECT: Hidalgo Administration Building Renovation Project
CONTRACTOR: D. Wilson Construction Company

DESCRIPTION OF CHANGE: Revise RFP #27

Metro Electric, Inc. CPR #14

Description	Quan. Reqd.	Material Cost	Unit	Material Total	Labor Total
¾" EMT Conduit	160.00	$ 140.48	C	$ 224.77	$ 326.27
Remove Conduit	160.00			$ -	$ 210.50
¾" Couplings	16.00	$ 84.06	C	$ 13.45	$ 31.57
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
		Subtotals		$ 238.22	$ 568.34
		Sales Tax		$ -	
		Subtotal w/ Tax		$ 238.22	

Bond		$ -
Subtotal (Material and Labor)		$ 806.56
Plus 15.00 % of (Material and Labor) For Overhead		$ 120.98
Subtotal (Material, Labor and Overhead)		$ 927.54
Plus 10.00 % of (Material, Labor, and Overhead) For Profit		$ 92.75
Total (Material, Labor, Overhead, and Profit)		$ 1,020.29

D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956) 686-9573

Change Request

To: George A. Garcia
Alcocer Garcia Associates, Inc
1333 E. Jasmine Ave.
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 56
Date: 7/25/14
Job: 12-561 Remodel Administration Bldg
Phone:

Description: Wall , window, T,F,T & P per RFP #008.

We are pleased to offer the following specifications and pricing to make the following changes:

New additional work as per RFP #008. Rework metal stud walls, install new window frame break metal mullions, T,F,T & P. As per RFP #008, 7.14.2014.

The total amount to provide this work is $1,571.00

The schedule will be Impacted..

If you have any questions, please contact me at .

Submitted by: Manuel M. Ornelas, D. Wilson C

Approved by: _____
Date: _____

Cc: Ed Alcocer, AGADC, Horacio Quintero (D. Wilson Construction Co.), Stan Ramos (Hidalgo County), apalacios@prodigycompany.com, valde.guerra@co.hidalgo.tx.us

HC Reno to fmr Admin Bldg. RFP 008

DATE: Friday 25, 2014 Alternates:

Completion

Days

Months

February 18,2014 Square Feet: Math Check

	SUBTOTAL:	—
06-000	**CARPENTRY**	
06-050	Rough Carpenrty -Hang Chain Curtain	
06-410	Custom Cabinets	
	SUBTOTAL:	—
07-000	**MOISTURE PROTECTION**	
07-115	Shower Stall Water Proofing	
07-160	Dampproofing Above Grade	
07-210	Building Insulation	
07-270	Firesopping and Firesafing	
07-402	PreFinished Metal Roofing	
07-525	Mod. Bit. Mem. Roofing	
07-620	Gutters/ Downspouts	
07-831	Roof Hatches and Heat/Smoke Vents	
07-900	Building Sealants	
	SUBTOTAL:	—
08-000	**DOORS & WINDOWS**	
08-100	Hollow Metal Doors and Frames & HDW	
08-213	Plastic Laminate Faced Doors	
08-710	Finish Hardware	
88-100	Frame/Door/Hdwr Labor	
08-305	Access Doors	
08-332	Overhead Rolling Doors	
08-750	Glass & glazing	922
08-950	Insulated Translucent Skylights	
	SUBTOTAL:	922

922

HC Reno to fmr Admin Bldg. RFP 008

DATE: Friday 25, 2014 Alternates:

Completion

Days

Months

February 18,2014 Square Feet: Math Check

09-000	**FINISHES**			
09-100	Gypsum Wall Board Systems	Framing		
09-200	Lath & Plaster			
09-500	Acoustical Lay In Ceiling			
09-310	Ceramic Tile			
09-520	Acoustical Wall Panels, Fabrics, Diffusers			
09-520	Acoustrical Labor			
09-670	Resinous Flooring			
09-680	Carpet			
09-685	VCT			
09-629	Floor Protection Temporary			
09-900	Painting and Staining		500	500
	SUBTOTAL:			

10-000	**SPECIALTIES: LABOR INCLUDED ON EACH LINE ITEM**			
10-100	TV Mount Brackets (50)			
10-100	TV Mount Brackets Labor			
10-100	Maunal Projection Screens (52 & 1 Oversized)			
10-100	Maunal Projection Screens Labor			
10-100	Motorized Projection Screens			
10-100	Motorized Projection Screens Labor			
10-100	Curtain and Curtain Track (3 @ A115)			
10-100	Curtain and Curtain Track Labor			
10-260	Corner Guards			
10-260	Corner Guards Labor			
10-100	Library Security System			
10-100	Library Security System Labor			
10-100	Ice Machine			
10-100	Ice Machine labor			

HC Reno to fmr Admin Bldg. — RFP 008

DATE: Friday 25, 2014 — Alternates:

Completion

Days

Months

February 18,2014 — Square Feet:

Math Check

12-000	**Furnishings**				
12-300	Educational Casework				
12-348	Laboratory Casework				
12-504	Horizontal Blinds				
	SUBTOTAL		—		
15-000	**MEP**				
15-100	Plumbing Contractor				
15-300	Fire Sprinkler System				
15-300	FM 200				
15-500	HVAC Contractor				
16-100	Electric Contractor/ Fire Alarm				
	SUBTOTAL		—		
	PROJECT SUBTOTAL		1,422		
	D. Wilson Construction Company fee	7.00%	100		100
			1,522		
91-871	1 Builder's Risk Policy (Hughston quote)	0.009%	0		0
91-874	Liability insurance	0.620%	9		9
	INSURANCE SUBTOTAL		10		
	PROJECT SUBTOTAL		1,532	math is correct	
91-870	Bond		39		39
	PROJECT TOTAL:		1,571	math is correct	39

G&S Glass, LLC
616 N. Closner Blvd.
Edinburg, TX 78541-3474

Estimate

Date	Estimate #
7/23/2014	9709

Name / Address
D. WILSON CONSTRUCTION 1209 E. Pecan P.O. Box 3455 McAllen, TX 78501 Phone: 686-9573 Fax: 686-3270

Project

Description	Qty	Rate	Total
======AGA REP'S======			
5 QTY--NEW BREAK METAL ANCHORED TO EXISTING VERTICAL MULLION TO COVER DRYWALL PARTITION		686.25	686.25
LABOR TO COMPLETE JOB	3	78.50	235.50
FIRST FLOOR C-1-103, C-1-104, 175, 176, C-2-202 & C-2-203 SECOND FLOOR 261, 263, C-6-107 & C-6-108			
ESTIMATOR ROMAN V			
JOB LOCATION FORMER ADMIN BUILDING REMODEL EDINBURG, HIDALGO COUNTY, TEXAS			

Subtotal	$921.75
Sales Tax (8.25%)	$0.00
Total	$921.75

Phone #	Fax #	E-mail
(956) 287-1162	(956) 287-1161	gsfcar@yahoo.com

M & A Painting Service, Inc.

Miguel Barboza Jr.

3711 E. Main Ave.
Alton, TX 78573

Phone:(956)585-6167
Fax: (956)583-3999

Email:mapaintingservice@att.net

BASE BID: $500.00

AS PER PLANS & SPECS

PROJECT:

HIDALGO COUNTY OLD ADMINISTRATION BUILDING
EDINBURG, TEXAS

THIS BASE BID INCLUDES:

RFP #008
PRICE FOR ADDITIONAL DRYWALL FINISHING AND PAINTING.

ACKNOWLEDGE OF ADDENDUMS:

PLEASE CALL MIKE IF YOU HAVE ANY QUESTIONS @ 956-605-5043

MIGUEL BARBOZA JR

X_____ DATE 7/17/2014

M & A REPRESENTATIVE

THIS BID IS GOOD
FOR 30 DAYS FROM
ABOVE DATE

Alcócer Garcia Associates, Inc.

AGA

July 16, 2014

REQUEST FOR PROPOSAL
008
NEW WALL/CEILING TO
EXISTING EXTERIOR GLAZING
REVISED DETAILS RD-1, RD-2, RD-3

Mr. Ornelas;

Provide costs, if applicable, at your earliest opportunity so that Owner may review.
If accepted, a Construction Change Directive will be issued.

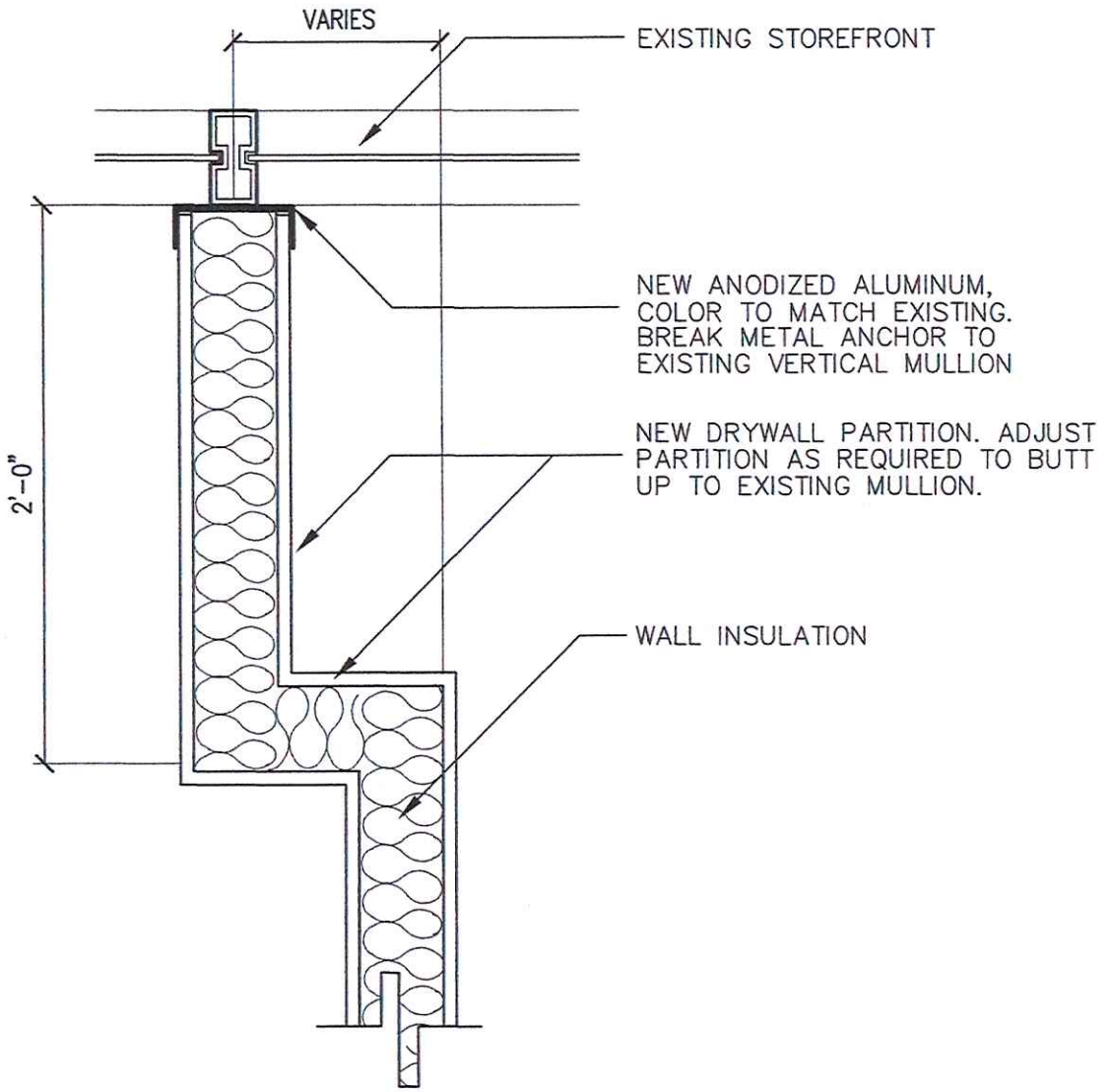
Alcocer Garcia Associates, Inc.

Eduardo Alcocer

Eduardo Alcocer

President

1333 E. Jasmine Ave. McAllen, Texas 78501 Office: 956.618.2007 Fax: 956.618.2008 Web: www.agadc.com



TYPCIAL PLAN DETAIL AT WALL TO EXISTING MULLION

SCALE: 1½" = 1'-0"

FIRST FLOOR:
TYPICAL AT OFFICES:

C-1/103
C-1/104
175
176
C-2/202
C-2/203

SECOND FLOOR:

261
263
C-6/107
C-6/108

REGISTERED ARCHITECT
GEORGE A GARCIA
5476
STATE OF TEXAS

7-14-14

LICENSE EXPIRATION
DATE: 08.31.2014

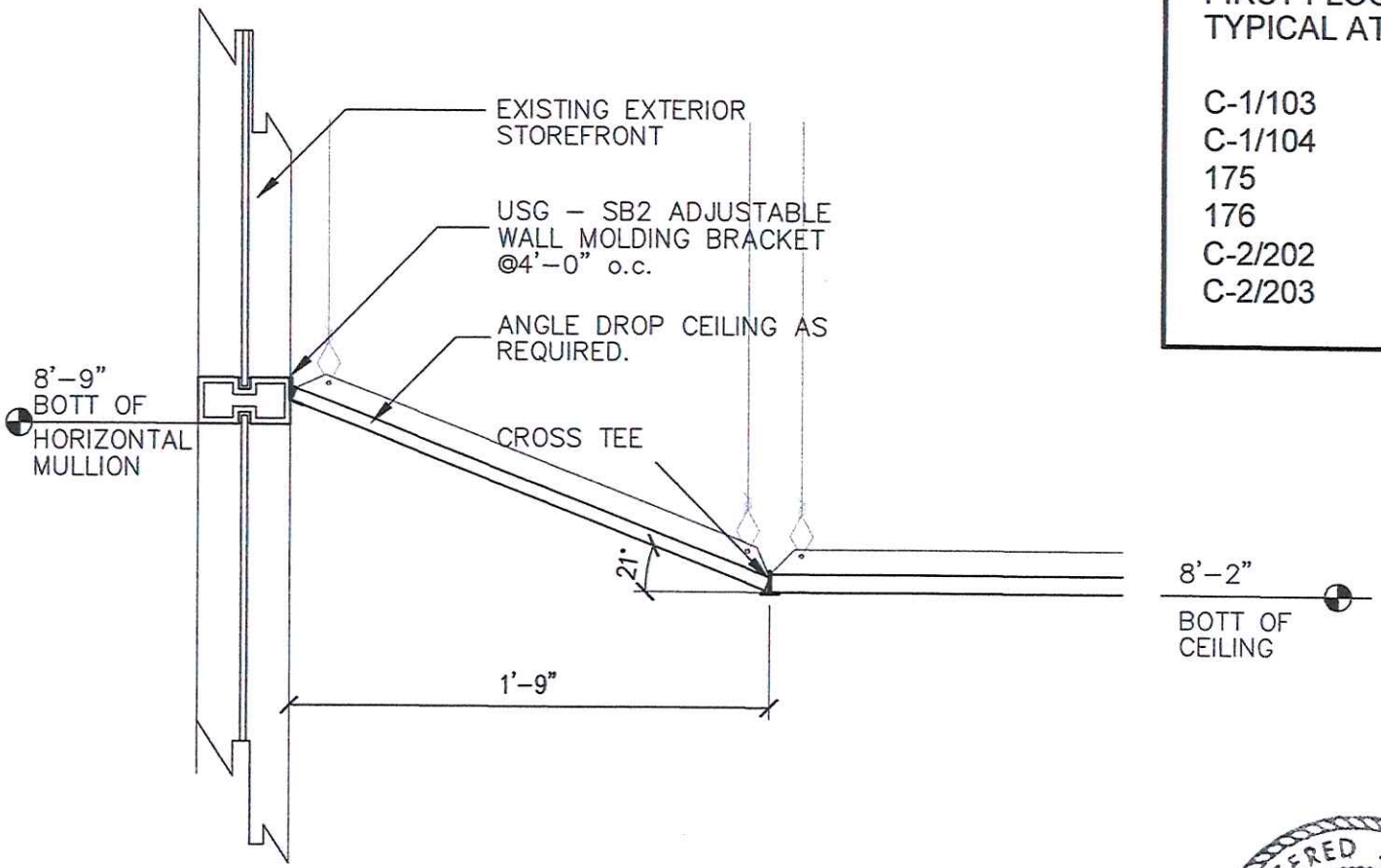
AGA
Alcócer García Associates, inc.
Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008
Web: WWW.AGADC.COM

1st AND 2nd FLOORS REMODEL
FORMER ADMINISTRATION BUILDING
HIDALGO COUNTY, TEXAS
CITY OF EDINBURG, TEXAS

THE USE OF THESE DRAWINGS IS RESTRICTED TO THE ORIGINAL PURPOSE FOR WHICH THEY WERE INTENDED. REPRODUCTION WITHOUT WRITTEN PERMISSION FROM THE OWNER IS PROHIBITED.

PROJECT #:
ISSUED:
DRAWN BY: O.C.
CHECKED BY:
FILE NAME:
SHEET:
7.14.2014

REVISED DETAIL - RD1



FIRST FLOOR:
TYPICAL AT OFFICES:

C-1/103
C-1/104
175
176
C-2/202
C-2/203

TYPCIAL DETAIL
AT CEILING TO EXISTING MULLION

SCALE: 1½" = 1'–0"

REGISTERED ARCHITECT
GEORGE A GARCIA
5476
STATE OF TEXAS

7-14-14

LICENSE EXPIRATION
DATE: 08.31.2014

REVISED DETAIL - RD2

AGA
Alcócer García Associates, inc.
Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008
Web: WWW.AGADC.COM

1st AND 2nd FLOORS REMODEL
FORMER ADMINISTRATION BUILDING
HIDALGO COUNTY, TEXAS
CITY OF EDINBURG, TEXAS

THE USE OF THESE DRAWINGS IS RESTRICTED TO THE ORIGINAL PURPOSE FOR WHICH THEY WERE INTENDED. REPRODUCTION WITHOUT WRITTEN PERMISSION FROM THE OWNER IS PROHIBITED.

PROJECT #
ISSUED:
DRAWN BY: O.C.
CHECKED BY:
FILE NAME:
SHEET:

7.14.2014

D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956) 686-9573

Change Request

To: George A. Garcia
Alcocer Garcia Associates, Inc
1333 E. Jasmine Ave.
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 57
Date: 8/1/14
Job: 12-561 Remodel Administration Bldg
Phone:

Description: Change to Primus exterior cylinders.

We are pleased to offer the following specifications and pricing to make the following changes:
At County's request change to Primus exterior cylinders on door HDW.

The total amount to provide this work is $486.00

The schedule will be Not Impacted..

If you have any questions, please contact me at .

Submitted by: Manuel M. Ornelas, D. Wilson C

Approved by: _____
Date: _____

Cc: Horacio Quintero (D. Wilson Construction Co.), Stan Ramos (Hidalgo County), Mateo Salazar (D. Wilson Cons, apalacios@prodigycompany.com

HC Admin Bldg. | CR Request

DATE: Friday, August 01, 2014

Completion

Months

Math Check

SUBTOTAL: —

06-000	**CARPENTRY**		
06-050	Rough Carpenrty /HDW Install		-
06-420	Granite Counter Tops		-
	SUBTOTAL:	—	
07-000	**MOISTURE PROTECTION**		
07-115	Shower Stall Water Proofing		-
07-160	Dampproofing Above Grade		-
07-210	Building Insulation		-
07-270	Firesopping and Firesafing		-
07-402	PreFinished Metal Roofing/Pavilion/Shed		-
07-525	Mod. Bit. Mem. Roofing		-
07-620	Gutters/ Downspouts		-
07-831	Roof Hatches and Heat/Smoke Vents		-
07-900	Building Sealants		-
	SUBTOTAL:	—	
08-000	**DOORS & WINDOWS**		
08-100	Hollow Metal Door Frames & Wood Doors		-
08-213	Plastic Laminate Faced Doors		-
08-710	Finish Hardware	440	440
88-100	Frame/Door/Hdwr Labor		-
08-305	Access Doors		-
08-332	Overhead Rolling Doors		-
08-750	Glass & glazing		-
08-950	Insulated Translucent Skylights		-
	SUBTOTAL:	440	

		HC Admin Bldg.			CR Request	
DATE:		Friday, August 01, 2014				
Completion						
	#	Months				
						Math Check
12-000		**Furnishings**				
12-300		Educational Casework				-
12-348		Laboratory Casework				-
12-504		Horizontal Blinds				-
		SUBTOTAL			—	
15-000		**MEP**				
15-100		Plumbing Contractor				-
15-300		Fire Sprinkler System				-
15-300		FM 200				-
15-500		HVAC Contractor				-
16-100		Electric Contractor/ Fire Alarm				-
		SUBTOTAL			—	
		PROJECT SUBTOTAL			440	
		D. Wilson Construction Company fee		7.00%	31	31
					471	
91-871	1	Builder's Risk Policy (Hughston quote)		0.009%	0	0
91-874		Liability insurance		0.620%	3	3
		INSURANCE SUBTOTAL			3	
		PROJECT SUBTOTAL			474	math is correct
91-870		Bond			12	12
		PROJECT TOTAL:			486	math is correct 12

SOUTH TEXAS AD8
AUSTIN • SAN ANTONIO • VALLEY

Project: 390165 - 1ST AND 2ND FLOOR RENOVATIONS TO ADMINISTRATION BLG
Contemplated Change Order # 6
Change to Primus Exterior Cylinders - Owner's request

-1	**Pair Doors #E1**	**Exterior from Entry Vestibule 145**			**RHRA**
1	**Pair Doors #E1**	**Exterior from Entry Vestibule 145**			**RHRA**
-1	Mortise Cylinder	987 #6 CAM 008876-001	613	FL	(33.03)
1	Mortise Cylinder	20-776 50-210-MK	613	SC	121.03
			Opening Total		88.00
-1	**Pair Doors #E2**	**Entry Vestibule 145 from Vestibule 146**			**RHRA**
1	**Pair Doors #E2**	**Entry Vestibule 145 from Vestibule 146**			**RHRA**
-1	Mortise Cylinder	987 #6 CAM 008876-001	613	FL	(33.03)
1	Mortise Cylinder	20-776 50-210-MK	613	SC	121.03
			Opening Total		88.00
-1	**Pair Doors #E4**	**Exterior Canopy from Atrium 101**			**RHRA**
1	**Pair Doors #E4**	**Exterior Canopy from Atrium 101**			**RHRA**
-1	Mortise Cylinder	987 #6 CAM 008876-001	613	FL	(33.03)
1	Mortise Cylinder	20-776 50-210-MK	613	SC	121.03
			Opening Total		88.00
-1	**Pair Doors #E10**	**Exterior from Hall - South Side**			**RHRA**
1	**Pair Doors #E10**	**Exterior from Hall - South Side**			**RHRA**
-1	Mortise Cylinder	987 #6 CAM 008876-001	613	FL	(33.03)
1	Mortise Cylinder	20-776 50-210-MK	613	SC	121.03
			Opening Total		88.00
-1	**Pair Doors #E12**	**Exterior from Atrium 101**			**RHRA**
1	**Pair Doors #E12**	**Exterior from Atrium 101**			**RHRA**
-1	Mortise Cylinder	987 #6 CAM 008876-001	613	FL	(33.03)
1	Mortise Cylinder	20-776 50-210-MK	613	SC	121.03
			Opening Total		88.00

Section Totals

Finish Hardware	440.00
Pre-Tax Total	**440.00**

Owner has requested to change all exterior cylinders to Schlage Primus. This is a high security key system that will prevent unauthorized key duplication. The interior openings will remain on the Falcon Key System as originally scheduled.

Sechrist-Hall Company

Since 1935

Phone 956-423-7086 Fax 956-423-4700
P.O. Box 2347
Harlingen, Texas 78551-2347

Corpus Christi Harlingen
Contractors for
Roofing • Roof Maintenance • Sheet Metal

D Wilson Construction Co.
Po Box 3455
McAllen, Texas 78502-3455

Date: August 4, 2014

JOB NAME: Hidalgo Co. Old Admin

ATTENTION: Stan Ramos

We propose to furnish all labor, material, and equipment necessary to perform the following work on the above name project:

1. Cut penetration as marked By HVAC Contractor for curbs.
2. After curb is leveled and squared, fastened to deck.
3. Flash in six (6) 19" x 19" curbs, two (2) 30" x 30" curbs, three (3) 26" x 26" curbs and 0ne (1) 40" x40" curb to be flash as to keep roof under warranty.
4. Apply Chem Curbs to two (3) Chem curbs

PRICE: $ 8,225.00

This proposal in duplicate, when signed by you, will constitute a contract under the laws of the State of Texas and shall be so construed. This proposal subject to acceptance within thirty days. General conditions and disclaimers stated on back are considered part of this agreement.

Accepted: _____

Date: _____

Respectfully Submitted,
SECHRIST-HALL COMPANY

by: _____
Shawn Bull

GENERAL CONDITIONS

The proposition on the reverse side hereof is made upon the following terms and conditions:

1. The Standard Purchase Order Terms and Conditions of the Purchasing Department of the County of Hidalgo shall govern in the event of a conflict with the terms of the this Item 1 of the General Conditions.

2. It is the responsibility of the Owner or his representatives to insure that the structure upon which Sechrist-Hall Company is working is designed and in condition to support the usual and customary workmen and materials, and that the structure is free of hazardous materials (asbestos, PCBs, etc). No engineering, architectural, or abatement services are provided or performed by Sechrist-Hall Company.

3. Reasonable working space and access to the building and premises will be permitted and provided by the Owner or his representatives without charge or expense to Sechrist-Hall Company. Temporary power, general lighting, toilet/sanitary facilities, and potable water (minimum l.5" supply line for insulating deck installations) at normal city pressure will be provided at no cost to Sechrist-Hall Company.

4. No 'back charges' for incidental services furnished to Sechrist-Hall Company will be accepted without previous notice and reasonable time allowed for the approval of such charges or the remedy of the cause and therefore the need for such back charge. No 'liquidated damages' may be assessed by the Owner or his representatives unless a written construction schedule, which has been mutually agreed to by the parties to this contract prior to the start of the work of this contract, has not been adhered to solely by Sechrist-Hall Company; and then only if the Owner's representative pays said liquidated damages.

5. If it becomes necessary for Sechrist-Hall Company to take legal action in connection with this proposal, or to place its contract in the hands of an attorney for collection, all attorney fees and collection charges shall be paid in addition to the contract price.

DISCLAIMERS

1. Moisture that has entered into the building prior to our installation or repair of the roofing system may result in mold growth. We disclaim any and all responsibility for damages to persons or property arising from or relating to the presence of mold in the building. By executing this contract or authorizing this work, Owner and/or any Other Party(s) releases us from any and all claims Owner and/or any Other Party(s), their family members, employees, tenants, or any other building occupants or visitors may have as a result of such mold growth and agrees to defend, indemnify and hold us harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of mold in Owner's building to the extent permitted under the Constitution and Laws of the State of Texas.

2. The construction industry is currently experiencing rapidly escalating prices and material availability problems relating to isocyanurate insulation, steel construction and asphalt-based roofing products beyond the control of construction contractors. Because of the difficulty or impossibility in obtaining firm prices and delivery schedules for these products from suppliers, Sechrist-Hall Company cannot provide fixed, firm prices and/or delivery dates for isocyanurate, steel, and petroleum-based products for future projects.

   If there is an increase in the price of these products charged to Sechrist-Hall Company beyond 30 days subsequent from the date of the proposal, the price set forth in this proposal/contract shall be increased to reflect the additional cost to Sechrist-Hall Company.

   If there is a problem with availability of these products **SECHRIST-HALL COMPANY AND ITS SURETY EXPRESSLY DISCLAIMS ALL RESULTING LIABILITY** (including, but not limited to, project schedule delays, specification changes, resulting price changes, and any consequential and/or liquidated damages).

3. The roof system specified may not meet the specified FM, UL, and/or ASCE-7 wind uplift requirements with regard to fasteners density for mechanical attachment or for adhered attachment. The design professionals and the roofing system manufacturers are solely responsible for determining and properly specifying roofing materials and systems that are complaint with the project specific wind uplift requirements and providing the requisite attachment information for proper application. Sechrist-Hall Company will provide the roofing system specified but will not and can not certify to its performance with regard to FM, UL, or ASCE-7 requirements.

   If the specified uplift design pressures equate to either a FM 1-60 or FM 1-75 then the field pressures will be used to determine faster density for the insulation only without regard to a tested assembly, with the perimeter and corner densities being determined prescriptively. If the property is FM insured, consult with FM Global for design requirements to meet specified uplift design.

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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 (Any one person)	$
					PERS & 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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/7/2014

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
Swantner & Gordon Insurance Agency
A Higginbotham Company
PO Box 870
Corpus Christi TX 78403-0870

CONTACT NAME: Donna Tischler
PHONE (A/C, No, Ext): 361-883-1711 FAX (A/C, No): 361-844-0101
E-MAIL ADDRESS: dtischler@s-gins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Gemini Insurance Company	10833
INSURER B : Republic Underwriters Ins Co	24538
INSURER C : Alterra Excess & Surplus Insurance	33189
INSURER D : Texas Mutual Insurance Company	22945
INSURER E : Southern Vanguard Insurance Company	10925
INSURER F : AIG SPECIALTY INSURANCE COMPANY	26883

INSURED
SECHR2
Sechrist-Hall Company
PO Box 2347
Harlingen TX 78551

COVERAGES **CERTIFICATE NUMBER:** 1215713919 **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			VMGP001527	5/1/2014	5/1/2015	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			BAP563435207	5/1/2014	5/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
C	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			MAXA3EC50001209	5/1/2014	5/1/2015	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001179378	5/1/2014	5/1/2015	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
E F	Installation Floater Contractor's Pollution Liability			CIM551636502 CPL4619015	5/1/2014 5/1/2014	5/1/2015 5/1/2015	Limit Limit	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

See attached Acord 101 form for additional policy provisions and coverage information

See Attached...

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Attn: Moises Salazar, Buyer III
2802 South Business Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: SECHR2

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Swantner & Gordon Insurance Agency	Sechrist-Hall Company PO Box 2347 Harlingen TX 78551
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability:
The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and certificate holder that requires it. [Waiver of Transfer of Rights of Recovery Against Others to Us, Form CG2404 0509].

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the insured and certificate holder that requires such status. [Additional Insured - Owners, Lessees Or Contractors – Scheduled Person or Organization, Form CG2010 04/13].

The General Liability policy includes a Primary and Non-Contributory endorsement that provides such coverage to the Additional Insured only when you have agreed in writing in a contract or agreement that this insurance would be primary. [Primary and Noncontributory – Other Insurance Condition, Form CG2001 0413].

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the insured and certificate holder that requires such status. [Additional Insured - Owners, Lessees Or Contractors - Completed Operations, Form CG2037 04/13].

Business Auto:
The Business Auto policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and certificate holder that requires it. [Blanket Waiver of Subrogation per Written Contract, Form CA0444 03/10].

The Business Auto policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the insured and certificate holder that requires such status. [Blanket Additional Insured per Written Contract, Form CAR041 10/10].

Workers Compensation:
The Workers' Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and certificate holder that requires it. [Texas Waiver of Our Right To Recover From Others Endorsement, Form WC420304A 01/00].

The Workers' Compensation policy includes Longshore and Harbor Workers' Compensation Coverage - Form TMLHW2001 09/01.

The General Liability policy includes an endorsement providing that 30days notice of cancellation will be furnished to the certificate holder except 10 days notice of nonpayment of premium. [Notice of Cancellation to Designated Entities, Form VSC3422 04/11].

The Business Auto policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder except 10 days notice of nonpayment of premium. [Cancellation Provision Endorsement, Form ILR026 01/12].

The Workers Compensation policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder except 10 days notice of nonpayment of premium. [Texas Notice of Material Change Endorsement WC420601].

Project: Hidalgo County Old Administration, Edinburg, Texas.

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Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Bill McBride, President, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: Insurance Certificate.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Bill McBride

Authorized Signature

Bill McBride, President

August 7, 2014.

Date

SECHRIST-HALL COMPANY.

Company

P. O. Box 2347.

Address

Harlingen, Texas 78551.

City, State, Zip

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/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: Mailing/Postal Address: 2812 S. Business Hwy. 281 Physical Address: 2802 S. Business Hwy. 281 Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: SECHRIST-HALL COMPANY **Telephone No.** (956) 423-7086

dba Name:

Legal Name: SECHRIST-HALL COMPANY

Mailing Address: P. O. Box 2347 **Fax No.** (956) 423-4700

Physical Address: 2826 W. Expressway 83

City, State, Zip Harlingen, Texas 78552 **Tax I.D. No.** 74-1339981

Remit to Address : P. O. Box 2347 **City, State, Zip** Harlingen, Texas 78551

E-Mail Address: shawnbull@sechristhall.com

Representative(s) Name(s) & Title(s) Shawn Bull

Type of Organization (check one): _____ Individual _____ Partnership _X_ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

See W-9 Attached. **Federal Identification No. or (if individual) SS No.**

State of Incorporation: Texas **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify Roofing & Sheet Metal

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Bill McBride, President, Shawn Bull, Estimator

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: N/A **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.:**

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

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?: N/A %
(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:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

Form **W-9**
(Rev. December 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)
Sechrist-Hall Company

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P. O. Box 2347

City, state, and ZIP code
Harlingen, Texas 78551

Requester's name and address (optional)
Hidalgo County Facilities Purchasing Department Edinburg, Texas

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
7 4 - 1 3 3 9 9 8 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. 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 ▶ Barbara Partee Date ▶ July 16, 2014

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.

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY FACILITIES MANAGEMENT

WRITTEN QUOTES due to Roof Warranty

DESCRIPTION OF BID: "–Renovations to Old Administration Building –Roof Penetrations"

BID NO: 2014-269B-MSS

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	
#1	Haeber Roofing Co. Corpus Christi, TX	$16,350.00	$16,350.00	
#2	Rain King, Inc. Victoria, TX	$13,990.00	$13,990.00	
#3	**Sechrist-Hall Co** **Harlingen, TX**	**$8,225.00**	**$8,225.00**	
#4				

Zimbra **martha.salazar@co.hidalgo.tx.us**

Roofing Repair

From : Daniel Flores <daniel.flores@co.hidalgo.tx.us> Fri, Aug 08, 2014 02:58 PM

Subject : Roofing Repair

To : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

Cc : 'Stan Ramos' <stan.ramos@co.hidalgo.tx.us>,
'Glinda Pacheco' <glinda.pacheco@co.hidalgo.tx.us>

Requisition # 261620 was submitted for amount $8,225.00 for Secrist-Hall Co.

Purchase Order
COUNTY OF HIDALGO

PO# 712954

DATE: 08/08/14

PAGE NO: 1 Of 1

NEEDED: 08-08-14

PO TYPE:

VENDOR: 426148 REQ: 00261620

PHONE: (956)423-7086

Fax: (956)423-4700 EMAIL: shawnbull@sechristhall.com

SECHRIST-HALL COMPANY
P.O. BOX 2347
HARLINGEN TX 78551

SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:

SITE: FACILITIES MANAGEMENT

SPECIAL INSTRUCTIONS: REQ # 717

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 bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	OM	8,225.00	8,225.00
		PO IS NEEDED FOR HIDALGO OLD ADMINISTRATION ROOF PENETRATION. SECHRIST-HALL COMPANY IS TO FURNISH LABOR, MATERIAL, AND EQUIPMENT NECESSARY TO PERFORM THE FOLLOWING WORK ON PROJECT- HIDALGO ANNEX CURBS		
1.00		OM CUT PENERTRATION AS MARKED BY HVAC CONTRACTOR FOR CURBS	.00	.00
1.00		OM AFTER CURB IS LEVELED AND SQUARED, FASTENED TO DECK	.00	.00
1.00		OM FLASH IN SIX (6) 19'' X 19'' CURBS, TWO (2) 30'' X 30'' CURBS, THREE (3) 26'' X 26'' CURBS AND ONE (1) 40'' X 40'' CURB TO BE FLASH AS TO KEEP ROOF UNDER WARRANTY	.00	.00
1.00		OM APPLY CHEM CURBS TO TWO (3) CHEM CURBS	.00	.00
		TOTAL:		8,225.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		4-1100-419-40-220-001-0-431 8,225.00		

Authorized by: Martha L Salazar

STANDARD PURCHASE ORDER TERMS AND CONDITIONS
PURCHASING DEPARTMENT
COUNTY OF HIDALGO, TEXAS

1. *Terms and acceptance.* This order becomes a contract (1) when a signed acknowledgement of the order is received by Buyer, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when Buyer gives Seller written approval of the price and delivery schedule of the goods as stated by Seller if Seller's written acknowledgement of this order contains either; (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which Buyer's approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgement hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that Seller by such acknowledgement thereby agrees that any such provisions therein or any such alterations in this order shall not constitute any part of this contract of purchase and sale. Except where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, this contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder; where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, the specifications, bid, and this contract contain the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder, and the specifications and bid are incorporated herein by reference to the same extent as if fully set forth herein.

2. *Inspection, warranty.* Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Buyer before acceptance. Seller expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be of good quality, material, and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of the goods or services.

3. *Nonconforming goods.* All goods not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to inspections, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to Buyer's specifications (or in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer and returned or held at Seller's expense and risk. Buyer may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to Buyer shall not be exclusive, but Buyer may hold Seller liable for any damages arising from any breach or default hereinabove set forth.

4 *Product warranty.* Seller shall not limit or exclude any implied or expressed warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, or request for quotes, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

5 *Safety warranty.* Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, the correction made by the Buyer will be at Seller's expense.

6. *Price warranty.* The price to be paid by Buyer shall be that contained in Seller's bid or quote, and is not subject to increase. No additional amounts shall be chargeable to Buyer because of taxes or excises in accordance with State law regarding sales taxes and excise taxes or any other tax, presently or hereafter levied on Seller. If Seller's quoted prices for the goods covered by this order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to Buyer for such goods will be reduced accordingly, and that Buyer will be billed at such reduced prices. If price includes taxes or excises, and if such taxes or excises or any part thereof and hereafter refunded to Seller, Seller shall immediately pay Buyer the amount of such refund. Seller warrants that the prices herein are not higher than prices being charged to other organizations and public entities purchasing identical goods in smaller quantities at this particular time and do not discriminate against purchaser. The seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, kickback, bribe, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, kickback, bribe, percentage, brokerage or contingent fee.

7. *Invoices and Payments.* A new Seller must provide a completed Bidder/Vendor Application and completed W-9 with initial invoice or delivery ticket. These forms are required by the Hidalgo County Auditor's Office to set up new vendors prior to the issuance of the initial purchase order.

a. *Invoicing*: Seller shall submit a separate invoice for each purchase order filled. Seller must indicate the purchase order, and the supply agreement number, if applicable. Invoices shall be itemized and transportation charge(s), if any, shall be listed separately on the invoice(s). No federal excise, state or city sales tax should be included. A copy of Hidalgo County's exemption certificate will be provided upon request; original invoice(s), delivery ticket(s), bill(s) of lading, freight bill(s), and other proof of delivery must be sent or provided to the user department(s) for verification and approval. Seller shall keep the Purchasing Department and the user department(s) informed of any changes in address(es) and business status.

b. *Payment*: Payment is contingent upon the statutory auditing and approval of invoices and claims by the Office of the County Auditor, and also approval by the Commissioners' Court at a regular scheduled public meeting. Seller must notify the County Auditor's Office of any changes in address(es) and business status.

8. *Gratuities.* The Buyer may, by written notice to Seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, kickbacks or bribes, in the form of entertainment, gifts, or otherwise, were offered or given by Seller, or any agent or representative of Seller, to any officer or employee of the County of Hidalgo with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. *Special tools and test equipment.* If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become property of Buyer and to the extent feasible shall be identified by Seller as such.

10. *Delivery time of essence.* Buyer's schedules are based upon the agreement that the goods will be delivered to Buyer by the dates specified on the face of the purchase order. Time is therefore of the essence and if goods are not delivered within the time specified hereon, Buyer may reject such goods and cancel order. The acceptance of later or defective deliveries shall not be deemed a waiver by Buyer of its right to cancel this order, or to refuse to accept future deliveries.

11. *Seller to package goods.* Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase release number and the supply agreement number, if applicable; (c) container and number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by a packing list.

12. *Shipment under reservation prohibited.* Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

13. *Title and risk of loss.* The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

14. *Delivery terms and transportation charges.* F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid or quote. Buyer agrees to pay the actual costs, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

15. *Place of delivery.* The place of delivery shall be that set forth in the block on the purchase order or purchase release entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in paragraph 22, "Modification", hereof. The terms of this agreement are "no arrival, no sale."

16. *Warranty against infringement.* Seller warrants that the sale or use of goods of Seller's design or Seller's patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the U.S.A. or foreign countries, and Seller shall defend every suit which shall be brought against Buyer or any party selling or using Buyer's products for any alleged infringements of any patents, trademarks or copyrights, by reason of the sale or use of said materials either alone, or in combination with other materials and to pay all expenses and fees of counsel which shall be incurred in and about defending every such suit and all costs, damages, and profits recoverable in every such suit.

17. *Compliance with law.* The performance of any work pursuant to this order is and shall be subject in all respects to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state, federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale, or delivery of the parts, supplies, and goods, contemplated by this order, including, but not limited to the provisions of the Fair Labor Standards Act of 1938, the Walsh Healy Act, the Federal Food, Drug, and Cosmetics Act, and any other applicable laws.

18. *Indemnification by Seller.* Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of the contract.

19. *Taxes.* Seller accepts liability for payments of all payroll and Social Security taxes and all other federal, state, or local taxes now or hereinafter imposed by any governmental authority.

20. *Conflicting terms.* If terms on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change invoice to conform to this order and make payment accordingly.

21. *Delegation, assignment.* Seller shall not delegate or assign any duties or claims under this order without Buyer's prior written consent. Any such delegation or assignment attempted without Buyer's previous written consent shall effect, at Buyer's option, a cancellation of all of Buyer's obligation hereunder. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer, for any setoff or counterclaim arising out of this or any other of Buyer's orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller.

22. *Modification.* Buyer shall have the right to make, from time to time, and without notice to any sureties or assignees, changes as to packing, testing, destination, specifications, designs, and delivery schedule. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms hereof shall be agreed upon in a written amendment to this order.

23. *Cancellation.* Buyer reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.

24. *Waiver of liens.* Seller hereby waives and relinquishes all liens and claim statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in performance of the within order.

25. *Default.* Upon the happening of any one or more of the following events, Buyer shall forthwith have the unrestricted right to cancel and terminate the within contract without cost or liability to the Buyer: (1) Seller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (3) institution of legal proceedings against Seller by creditors or stockholders; (4) appointment of a receiver for Seller by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Buyer to cancel its additional obligations.

26. *Interpretation - Parol Evidence.* This writing is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC is to control.

27. Applicable law. This order shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this order.

28. Advertising. Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this order, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

29. Right to assurance. Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30. Venue. Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

31. Prohibition against personal interest and contracts. No elected official, officer or employee of the County of Hidalgo shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this paragraph shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this paragraph, with the knowledge, express or implied, of the person or corporation contracting with the County shall render the contract voidable by the County Commissioners' Court. Any request for exceptions to this shall be accompanied by a letter from the District Attorney indicating that there will not be a violation of local, state and federal law.

32. Miscellaneous.

a. The Seller shall cooperate with any internal audit or any independent audit and provide documentation and/or confirmation of any transaction between the County of Hidalgo and the Seller.

b. If components of a single unit are itemized, the invoice must include a statement sufficient to indicate that the components comprise a single unit.

c. If the Seller receives a request to describe items in an invoice which is inconsistent with the correct description, the Seller should request that a written request be made. It shall be the Seller's responsibility to notify the County Auditor of such requests and provide all related information.

d. The Seller shall not use the County's purchasing account to sell personal items to employees of the County. The Seller shall notify the County Auditor of such requests and provide all related information.

e. Invoices submitted to the County must indicate whether there are multiple pages and the pages must be numbered.

APPLICATION AND CERTIFICATE FOR PAYMENT

Wilson Project # 12-561

TO OWNER: Hidalgo County Purchasing Dept
2812 S. Business Hwy 281
Edinburg TX 78539

PROJECT: Remodel Administration Building (1st & 2nd Floors) at 100 E. Cano St., Edinburg, TX

APPLICATION NO.: Nine
PERIOD TO: 7/31/2014
Contract No: 12-029-10-23
Purchase Order: 698457
CONTRACT DATE: 10/23/2012

FROM CONTRACTOR: D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
CONTRACT FOR: General Construction

VIA: Alcocer Garcia Associates, Inc
George Garcia
1333 East Jasmine Avenue
McAllen, TX78501

8/5/2014

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM		$ 3,375,220.00
2. Net Change by Change Orders		239,351.00
3. CONTRACT SUM TO DATE (Line 1 + 2)		3,614,571.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on)		2,386,756.86
5. RETAINAGE:		
a. 5% of Completed Work (Columns D + E on Continuation Sheet)	$ 115,120.60	
b. 5% of Stored Material (Column F on Continuation Sheet)	4,217.24	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)		119,337.84
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		2,267,419.02
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		1,973,018.90
8. CURRENT PAYMENT DUE		**$ 294,400.12**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 1,347,151.98	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 124,541.00	$ —
Total approved this Month	114,810.00	—
TOTALS	239,351.00	—
NET CHANGES by Change Order		$ 239,351.00

-1100-419-40-220-001-0-

GOOD SERVICES RECEIVED BY:
Daniel Flores ON 8/6/14

INVOICE RECEIVED BY:
Mario S. Flores ON 8/6/14

RECEIVED
Facilities Management

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: D. Wilson Construction Company

By: _____ Date: August 1, 2014

State of Texas, County of Hidalgo
Subscribed and sworn to before me this 1st day of August, 2014

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Notary Public Norma Irene Espinoza
My Commission expires 06/08/15

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 294,400.12

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: 8-5-14

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

3-1342-419-40-220-043-0 452 $294,400.12
3-1336-419-40-220-043-0-452

Remodel Administration Bldg

Job # 12-561

Retainage 5%

Application No.: Nine
Application Date: 7/31/2014
Period From: 7/1/2014
To: 7/31/2014

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
01-010	General Conditions	167,854.00	120,950.00	15,600	—	136,550.00	81%	31,304.00	6,827.50
01-011	Overhead & profit, for increase	2,844.00	2,844.00	—	—	2,844.00	100%	—	142.20
01-012	Mobilization	10,000.00	10,000.00	—	—	10,000.00	100%	—	500.00
01-405	Building Permit	8,930.00	8,930.00	—	—	8,930.00	100%	—	446.50
91-870	Bond	37,600.00	37,600.00	—	—	37,600.00	100%	—	1,880.00
91-870	Bond and insurance for increase	1,493.00	1,493.00	—	—	1,493.00	100%	—	74.65
91-871	Builder's Risk Policy	5,300.00	5,300.00	—	—	5,300.00	100%	—	265.00
91-874	Liability insurance	22,000.00	22,000.00	—	—	22,000.00	100%	—	1,100.00
	Demolition								
02-051	Extra Dumpster for Demolition	19,400.00	19,400.00	—	—	19,400.00	100%	—	970.00
02-052	Interior Temp Air Ventilation for Skytrack	3,500.00	3,500.00	—	—	3,500.00	100%	—	175.00
02-053	Remove Vaults, labor	7,780.00	7,780.00	—	—	7,780.00	100%	—	389.00
02-054	Remove Vaults, material	11,000.00	11,000.00	—	—	11,000.00	100%	—	550.00
02-055	Remove Vaults, disposal	2,220.00	2,220.00	—	—	2,220.00	100%	—	111.00
02-056	Cost increase, Vaults, Demolition	21,500.00	21,500.00	—	—	21,500.00	100%	—	1,075.00
02-057	Remove Wood Ramp	532.00	532.00	—	—	532.00	100%	—	26.60
02-058	Remove Fire Extinguishers	388.00	388.00	—	—	388.00	100%	—	19.40
02-059	Remove Entry Mats	452.00	452.00	—	—	452.00	100%	—	22.60
02-057	Remove Existing Escalator	7,550.00	7,550.00	—	—	7,550.00	100%	—	377.50
02-058	Relocate exist Elevator Equipment	6,000.00	—	—	—	—		6,000.00	
02-059	Remove Existing Lift Station	1,200.00	1,200.00	—	—	1,200.00	100%	—	60.00
02-061	Misc. Demolition	12,000.00	12,000.00	—	—	12,000.00	100%	—	600.00
02-062	Remove/Patch Asphalt and Curbs at Gen Pad	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
02-063	Remove/Patch Asphalt under Canopy Footing	2,000.00	—	—	—	—		2,000.00	
02-064	Temp. Barricades, Chute, Dust Partitions	7,000.00	7,000.00	—	—	7,000.00	100%	—	350.00
02-065	Sawcut Asphalt Paving for Conduit to Generat	1,720.00	1,720.00	—	—	1,720.00	100%	—	86.00
02-066	Repair Asphalt Paving	1,700.00	—	—	—	—		1,700.00	
02-830	Chain Link Fence at Generator Pad	700.00	—	—	—	—		700.00	
	Concrete work								
03-070	Metal Deck Slab, Concrete	2,759.00	2,759.00	—	—	2,759.00	100%	—	137.95
03-072	Generator Pad, Concrete	3,139.00	3,139.00	—	—	3,139.00	100%	—	156.95
03-073	MEP Pads	2,575.00	—	2,575	—	2,575.00	100%	—	128.75
03-075	Bollards at Generator Pad	1,600.00	1,600.00		—	1,600.00	100%	—	80.00

Remodel Administration Bldg
Job # 12-561
Retainage 5%

Application No.: Nine
Application Date: 7/31/2014
Period From: 7/1/2014
To: 7/31/2014

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	Doors and windows								
08-100	HM Doors and Frame	26,220.00	—		13,110	13,110.00	50%	13,110.00	655.50
08-200	Flush Wood Doors and Frames	48,450.00	—	—	—	—		48,450.00	
08-305	Access Panels	1,400.00	—	—	—	—		1,400.00	
08-800	Remove Glazing only at Glass Partitions	10,300.00	10,300.00	—	—	10,300.00	100%	—	515.00
08-800	Remove/Reinstall Glazing for Equipment Entry	13,500.00	—	—	—	—		13,500.00	
08-800	**Alum. Storefronts and Entrances**								
08-800	Demolition	10,500.00	10,500.00	—	—	10,500.00	100%	—	525.00
08-800	Metal	12,300.00	—	—	—	—		12,300.00	
08-800	Metal, labor	11,500.00	—	—	—	—		11,500.00	
08-800	Glass	8,342.00	—	—	—	—		8,342.00	
08-800	Glass labor	9,373.00	—	—	—	—		9,373.00	
	Finishes								
	Metal Studs, Drywall, Panels								
09-101	Submittals	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
09-102	Demolition	45,037.00	45,037.00	—	—	45,037.00	100%	—	2,251.85
09-103	Metal Stud Materials	40,741.00	40,741.00	—	—	40,741.00	100%	—	2,037.05
09-104	Metal Stud Labor	37,037.00	27,778.00	3,703	—	31,481.00	85%	5,556.00	1,574.05
09-105	Drywall Materials	34,568.00	—	25,235	—	25,235.00	73%	9,333.00	1,261.75
09-106	Drywall Labor	34,568.00	3,000.00	15,000	—	18,000.00	52%	16,568.00	900.00
09-107	Insulation Materials	9,877.00	—	4,900	—	4,900.00	50%	4,977.00	245.00
09-108	Insulation Labor	6,173.00	—	2,500	—	2,500.00	40%	3,673.00	125.00
09-109	Cost increase, Drywall & SAC	3,180.00	—	—	—	—		3,180.00	
09-110	Hollow Metal Door Frame Installation	12,741.00	—	—	—	—		12,741.00	
09-111	Ceiling Grid Materials	35,741.00	—	—	—	—		35,741.00	
09-112	Ceiling Grid Labor	9,605.00	—	—	—	—		9,605.00	
09-113	Ceiling Tile Materials	39,741.00	—	—	—	—		39,741.00	
09-114	Ceiling Tile Labor	11,080.00	—	—	—	—		11,080.00	
09-115	Ceiling Insulation Materials	2,715.00	—	—	—	—		2,715.00	
09-116	Ceiling Insulation Labor	988.00	—	—	—	—		988.00	
09-117	Fasteners	3,704.00	—	—	—	—		3,704.00	
09-118	Wood Framing Materials	3,704.00	—	—	—	—		3,704.00	
09-119	Wood Framing Labor	3,430.00	—	—	—	—		3,430.00	

Remodel Administration Bldg
Job # 12-561
Retainage 5%

Application No.: Nine
Application Date: 7/31/2014
Period From: 7/1/2014
To: 7/31/2014

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	MEP								
	Plumbing Contractor								
15-101	Permits, mobilization	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
15-102	Demolition, labor	4,000.00	4,000.00	—	—	4,000.00	100%	—	200.00
15-103	Demolition, material	3,000.00	3,000.00	—	—	3,000.00	100%	—	150.00
15-104	Underground, labor	20,000.00	17,000.00	3,000	—	20,000.00	100%	—	1,000.00
15-105	Underground, material	17,000.00	14,450.00	2,550	—	17,000.00	100%	—	850.00
15-106	Above ground, labor	42,500.00	8,500.00	29,750	—	38,250.00	90%	4,250.00	1,912.50
15-107	Above ground, material	41,000.00	12,300.00	24,600	—	36,900.00	90%	4,100.00	1,845.00
15-108	Fixtures, labor	14,000.00	—	—	—	—		14,000.00	
15-109	Fixtures, material	42,000.00	—	—	—	—		42,000.00	
15-110	Insulation	8,000.00	—	2,400	—	2,400.00	30%	5,600.00	120.00
15-125	Sawcut and Remove Trenches for Plumbing	18,919.00	18,919.00	—	—	18,919.00	100%	—	945.95
15-300	Fire Sprinkler	53,000.00	—	—	—	—		53,000.00	
15-301	Cost increase, Fire Sprinkler	2,300.00	—	—	—	—		2,300.00	
	HVAC Contractor								
15-501	Indoor AHU	43,900.00	43,900.00	—	—	43,900.00	100%	—	2,195.00
15-502	Direct Digital Controls	137,400.00	60,799.00	—	16,698	77,496.86	56%	59,903.14	3,874.84
15-503	Air Flow Devices	23,300.00	23,300.00	—	—	23,300.00	100%	—	1,165.00
15-504	Ductwork	230,000.00	174,043.00	—	—	174,043.00	76%	55,957.00	8,702.15
15-505	Insulation	47,000.00	—	—	—	—		47,000.00	
15-506	Hydronic Piping	40,000.00	40,000.00	—	—	40,000.00	100%	—	2,000.00
15-507	Miscellaneous Items	18,000.00	15,290.00	2,710	—	18,000.00	100%	—	900.00
15-508	Labor	71,000.00	58,610.00	9,000	—	67,610.00	95%	3,390.00	3,380.50
15-509	Ancillary Items	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
15-510	VAV Boxes	13,400.00	13,400.00	—	—	13,400.00	100%	—	670.00
15-991	Test & Balance	19,000.00	902.00	—	—	902.00	5%	18,098.00	45.10
	Electric Contractor								
16-100	Submittals	5,500.00	5,500.00	—	—	5,500.00	100%	—	275.00
16-101	Fixtures / lamps, material	103,734.00	73,663.00	—	—	73,663.00	71%	30,071.00	3,683.15
16-102	Fixtures / lamps, labor	9,256.00	—	—	—	—		9,256.00	

Remodel Administration Bldg

Job # 12-561

Retainage 5%

Application No.: Nine

Application Date: 7/31/2014

Period From: 7/1/2014

To: 7/31/2014

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
CO 02	CR 30 Credit Due To Change Hdw on doors	(975.00)	—		—	—		(975.00)	
CO 02	CR 31 Additional Structural Steel Work (RFI #21)	3,921.00	—	—	—	—		3,921.00	
CO 02	CR 32 Additional Structural Steel Work (RFI #13)	4,058.00	—	—	—	—		4,058.00	
CO 02	CR 33-A3 Revisions To C-5	24,706.00	—	10,806	—	10,806.00	44%	13,900.00	540.30
CO 02	CR 33-A3 add 58 days General Conditions	25,752.00	—	25,752	—	25,752.00	100%	—	1,287.60
CO 02	CR 34 Credits For Rev C-5 / Change To	(2,204.00)	—	—	—	—		(2,204.00)	
CO 02	CR 35 Additional Floor Concrete Work "Cap"	700.00	—	—	—	—		700.00	
CO 02	CR 36 Replace A Too Small And Outdated	3,260.00	—	—	—	—		3,260.00	
CO 02	CR 37 Credit For RFP'S 52714 & RFP 004 6414	(2,925.00)	—	—	—	—		(2,925.00)	
CO 02	CR 38 Credit For RFP Dated 52714	(1,350.00)	—	—	—	—		(1,350.00)	
CO 02	CR 39 Additional Plumbing Work Per RFP 004,	950.00	—	—	—	—		950.00	
CO 02	CR 40 Credit For RFP (No Number) Dated 52714	(404.00)	—	—	—	—		(404.00)	
CO 02	CR 41 Additional Wall Framing & Sheetrocking	4,969.00	—	—	—	—		4,969.00	
CO 02	CR 42 Additional Electrical Work	238.00	—	—	—	—		238.00	
CO 02	CR 43 Additional P-Lam And Wood Trim Supports	1,076.00	—	—	—	—		1,076.00	
CO 02	CR 44 Additional Framing And Demo Work	883.00	—	—	—	—		883.00	
CO 02	CR 45 Additional Quarry Tile Demo And	3,864.00	—	—	—	—		3,864.00	
CO 02	CR 46 Demo Of Floor Tile And Concrete Floor	10,049.00	—	—	—	—		10,049.00	
CO 02	CR 47 Credit for elimination of millwork	(480.00)	—	—	—	—		(480.00)	
CO 02	CR 48 Floor Expansion Joint	3,479.00	—	—	—	—		3,479.00	
CO 02	CR 49 Prep Concrete Floor	2,761.00	—	—	—	—		2,761.00	
CO 02	CR 50 Floor Crack Isolation Membrane	20,430.00	—	—	—	—		20,430.00	
CO 02	CR 51 RFP 006 Cooling to EER	8,255.00	—	1,181	—	1,181.00	14%	7,074.00	59.05
	Reduce allowance:								
CO 01	Reduce Betterment Allowance	(110,573.00)	(110,573.00)	—	—	(110,573.00)	100%	—	(5,528.65)
	Contract sum	3,614,571.00	2,076,862.00	225,550.00	84,344.86	2,386,756.86	66%	1,227,814.14	119,337.84

PRODIGY CONSTRUCTION MANAGEMENT LLC

PRODIGY CONSTRUCTION MANAGEMENT
1335 E. Jasmine Ave
McAllen, TX 78501

(956) 800-1122x000

RECEIVED
AUG 11 2014
By MO 2:07pm

Invoice

Date	Invoice No.
7/28/2014	1144
Terms	Due Date
Net 30	8/28/2014

Pay App#9

Bill To
Hidalgo County Facilities Management Hidalgo County 1st & 2nd Floor PCM #71013 Attn: Daniel Flores P.O. Box 1356 Edinburg, TX 78539 PO#699379 C-13-276-09-10

RECEIVED
Facilities Management

Amount Due	Enclosed
$11,226.52	

Basic Service Compensation amount: 3.5% of construction contract amount = 3.5% x $3,375,220.00 = $118,132.70
Change Order 01 $124,541.00 Change applied Approved by CC: 4/08/2014 =3.5% x $3,499,761.00= $122,491.64
Change Order 02 $114,810.00 Change applied Approved by CC: 7/07/2014 =3.5% x $3,614,571.00= $126,509.99

SCOPE OF SERVICES	AMOUNT	% COMPLETED TO-DATE	TOTAL DUE	LESS PREV. PAYMENTS	AMOUNT DUE THIS REQUEST
Construction Phase	$126,509.99	66%	$83,496.59	$72,270.07	$11,226.52

I certify that the above is true and correct to the best of my knowledge.

Prodigy Construction LLC — Date 8/6/14

Owner — Date

3-1336-419-40-220-043-0-452

GOOD SERVICES RECEIVED BY:
Daniel Flores ON 8/6/14
INVOICE RECEIVED BY:
Mario S. Flores ON 8/6/14

Attest — Date

AI-45885 **Purchasing Department** **24. A. 3.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

FACILITIES MANAGEMENT:
Ratification of approved PO #712868 to Pro Tech Mechanical-$36,975.00 (TIPS/TAPS Coop. cont.#2012141) based on proposal (labor, materials & services) for: Replacement of York Compressor for Chiller-located at Old Admin. Bldg. at 100 E. Cano Edinburg, Tx (as extreme heat weather conditions strain & cause break-down of equipment) and working conditions becoming an urgent and major concern for health & well being of staff with authority for County Judge to execute document (Project No. 2014-269A-MSS).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

P.O.# 712868

Attachments

PO to Pro Tech Mech to replace compressor for Chiller

Complete PO Back up-Including Proposal from Pro Tech Mech

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/07/2014 10:16 AM
Budget & Management	Debbie Tamez	08/07/2014 10:32 AM
Glinda Pacheco	Glinda Pacheco	08/07/2014 10:50 AM
Auditor's Office	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Moises Salazar Started On: 08/06/2014

Final Approval Date: 08/08/2014

Purchase Order
COUNTY OF HIDALGO

PO# 712868

DATE: 08/06/14

PAGE NO: 1 Of 1

NEEDED: 08-06-14

PO TYPE:

VENDOR: 413046 REQ: 00261523

PHONE: (361)882-2101

Fax: (361)882-2154 EMAIL: sales@protechmech.com

PRO TECH MECHANICAL - VALLEY, LLC
6346 HARWICK DR.
CORPUS CHRISTI TX 78417

SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:

SITE: FACILITIES MANAGEMENT

SPECIAL INSTRUCTIONS: REQ # 716

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 bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER TIPS 2042414 REPLACE REMANUFACTURED COMPRESSOR ON YORK YCAS0160 AT OLD ADMIN BLDG.		
1.00	DAY	CO 015433601500 DIVISION 01 GENERAL REQUIREMENTS RENT CRAWLER MOUNTED, LATTICE BOOM CRANE, 350 TON, 80' BOOM, INCL. HOURLY OPER. COST.	5,407.30	5,407.30
1.00	EACH	CO 236116101600 DIVISION 23 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) ROTARY/ RECIPROCATING REFRIGERANT COMPRESSORS, REFRIGERATION, HERMETIC, SWITCHES AND PROTECTIVE DEVICES, 130 TON	49,708.50	49,708.50
1.00	EACH	CO TIPS COEFFICIENT 0.67086026	-18,140.80	-18,140.80
		TOTAL:		36,975.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 ********** For Hidalgo County use only 4-1100-419-40-220-001-0-431 36,975.00		

Authorized by: Martha L Salazar

PRO TECH
MECHANICAL, INC

6346 Harwick Drive □-Corpus Christi, Texas 78417
Phone 361-882-2101 □Fax 361-882-2154
TACLA20619E

Service Proposal

Proposal Number: QV0714016
Hidalgo County
3100 South Highway 281
Edinburg, Texas 78540

7/25/2014
Tips Contract # 2042414
Hidalgo County Vendor #413046

Re: Replace remanufactured compressor on York YCAS0160 at County Old Administration Building

Mr. Daniel Flores:

Pro Tech Mechanical is pleased to provide this proposal for labor and material to:
Replace the old York DXS36 compressor on the York chiller on the roof of the County Old Administration Building located at 100 E. Cano, in Edinburg. Pro Tech will coordinate with a crane and will remove the old and install a REMANUFACTURED York compressor into that circuit. Filter driers will be replaced if needed. **If the old compressor is accepted by the factory (York), then a credit/check of $4,000.00 will be issued to Hidalgo County. The old compressor must be returned to Pro Tech in order to receive the credit.**

1. All work shall be performed in accordance with all applicable State and Local codes and standards.
2. All work to be performed by EPA certified technicians and executed in a professional workman like manner.
3. All equipment and material installed on this project shall be new and unused unless otherwise noted.
4. All work to be performed during normal business hours, Monday through Friday unless otherwise noted.
5. Other labor and material is excluded unless specifically mentioned in the above scope.
6. If the work is delayed or stopped at the request of the CUSTOMER or by third parties, additional charges may apply.

Exclusions: Work other than stated above

Labor:	$ 2,040.00
Core Charge	$ 4,000.00
Materials	$30,935.00

Total investment for this service is: **($36,975.00) Thirty Six Thousand Nine Hundred Seventy Five Dollars and No Cents.** All applicable Freight and Taxes are excluded and will be billed in addition to the proposed price. All prices are firm for thirty-30 days.

Thank you for the confidence that you have shown in Pro Tech Mechanical by requesting this proposal. We sincerely appreciate the opportunity to provide these services for your organization. Should you have any questions about this proposal or any other request please call us at 361-882-2101 or e-mail me at hank@protechmech.com

Regards,

Hank Troppy
Pro Tech Mechanical, Inc.

Acceptance of Proposal -The undersigned affirm that they have read and understand the entire PROPOSAL AGREEMENT and agree to abide by the above prices, specifications and conditions. You are authorized to do the work as specified according to the above scope. Payment will be made as outlined above. Pro Tech Mechanical will warranty all parts per the standard manufacturers warranty and labor will be warranted for 90 days.

Execution by Authorized
Representative: _____

Regulated by the Texas Department of Licensing and Regulation, PO Box 12157 Austin, TX 78711, 800-803-9202, 512-463-6599.

Service Contract

This AGREEMENT entered into by and between:

Hidalgo County

Hereinafter referred to as "CUSTOMER"

AND

Pro Tech Mechanical, Inc.

Service	7/25/2014	QV0714016
Proposal Type	Date	Proposal Number

- This AGREEMENT shall be administered by Pro Tech Mechanical's office presently located at:
  Pro Tech Mechanical, Inc.
  6346 Harwick Drive
  Corpus Christi, Texas 78417

- The service(s) and/or parts to be provided at the following CUSTOMER location(s):
  Hidalgo County - County Auditors Building in Edinburg
  3100 South Highway 281
  Edinburg, Texas 78540

SCOPE OF SERVICE to be provided by Pro Tech Mechanical in accordance with the following description:

- Including any attachments indicated (with an `x') below N/A is Not Applicable)

__X__ PROPOSAL DATED: 7/25/2014
_____ SCOPE OF SERVICE Page(s)
_____ Other attachments

The AGREEMENT PRICE is: **($36,975.00) Thirty Six Thousand Nine Hundred Seventy Five Dollars and No Cents** excluding applicable freight & taxes. This price is based on normal working hours, Monday through Friday, unless otherwise stated herein. If the work is delayed or stopped at the request of the CUSTOMER or requirements of third parties, additional charges will be applicable.

The undersigned affirm that they have read and understand the entire AGREEMENT including the Terms and Conditions appearing below.

Execution by Authorized Representatives:
SUBMITTED BY: Hank Troppy **DATE:** 7/25/2014

CUSTOMER ACCEPTANCE: P.O. # _____

_____ Pro Tech Mechanical, Inc.
COMPANY

_____ Hank Troppy
CUSTOMER NAME

_____ Account Executive
TITLE

_____ _____ 7/25/2014
Customer Acceptance (signature) Date PRO TECH MECHANICAL (signature) Date

PRO TECH MECHANICAL, INC
TERMS AND CONDITIONS OF SALE

1. **PAYMENT AND TAXES--** Payment shall be made 1.25% 10/net 30 days from date of invoice. Pro Tech Mechanical, Inc reserves the right to require cash payment or other alternative method of payment prior to completion of work if Pro Tech Mechanical, Inc determines, in its sole discretion, that Buyer or Buyer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the Agreement price, the Customer shall pay Pro Tech Mechanical, Inc any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement.

2. **WORKING HOURS–** All services performed under this Agreement including major repairs, are to be provided during Pro Tech Mechanical, Inc's normal working hours unless otherwise agreed.

3. **ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Pro Tech Mechanical, Inc's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

4. **EXCLUSIONS–** Pro Tech Mechanical, Inc is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Pro Tech Mechanical, Inc is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, or any other cause beyond Pro Tech Mechanical, Inc's control.
   Pro Tech Mechanical, Inc is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, or products or materials containing asbestos or similar hazardous substances. In the event that Pro Tech Mechanical, Inc encounters any asbestos product or any hazardous material in the course of performing its work, Pro Tech Mechanical, Inc may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Pro Tech Mechanical, Inc shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.
   Pro Tech Mechanical, Inc shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Pro Tech Mechanical, Inc, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Pro Tech Mechanical, Inc shall not be required to repair or replace equipment that has not been properly maintained.

5. **WARRANTY–** Pro Tech Mechanical, Inc warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Pro Tech Mechanical, Inc also warrants all Pro Tech Mechanical, Inc parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Pro Tech Mechanical, Inc shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Any claim for defective workmanship must be provided to Pro Tech Mechanical, Inc in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Pro Tech Mechanical, Inc's obligation to repair, replace, or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.

6. **PROPRIETARY RIGHTS–** During the term of this Agreement and in combination with certain services, Pro Tech Mechanical, Inc will retain all rights to Advanced Chiller Technology software and it shall remain the personal proprietary property of Pro Tech Mechanical, Inc. Customer shall not acquire any interest, title or equity in any software, processes, and other intellectual or proprietary rights to devices which are used in connection with providing installation or service on this software.

7. **DELAYS–** Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.

8. **CUSTOMER RESPONSIBILITIES**– Customer shall:
   - Provide a safe work environment.
   - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
   - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
   - Promptly notify Pro Tech Mechanical, Inc of any unusual operating conditions.
   - Upon agreement of a timely mutual schedule, allow Pro Tech Mechanical, Inc to stop and start equipment necessary to perform service.
   - Provide adequate water treatment.
   - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
   - Where Pro Tech Mechanical, Inc's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
   - Operate the equipment properly and in accordance with instructions.

9. **EQUIPMENT CONDITION & RECOMMENDED SERVICE**– In the event Pro Tech Mechanical, Inc recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Pro Tech Mechanical, Inc shall not be responsible for any equipment or control failures, operability or any long-term damage that may result.

10. **CUSTOMER TERMINATION**– Customer shall have the right to terminate this Agreement for Pro Tech Mechanical, Inc's non-performance provided Pro Tech Mechanical, Inc fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Pro Tech Mechanical, Inc shall have free access to enter Customer locations to disconnect and remove any Pro Tech Mechanical, Inc personal proprietary property or devices as well as remove any and all Pro Tech Mechanical, Inc-owned parts, tools and personal property. Additionally, Customer agrees to pay Pro Tech Mechanical, Inc for all incurred but unamortized service costs performed by Pro Tech Mechanical, Inc including overheads and a reasonable profit.

11. **PRO TECH MECHANICAL, INC TERMINATION**– Pro Tech Mechanical, Inc reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Pro Tech Mechanical, Inc.

12. **LIMITATION OF LIABILITY**– Under no circumstances shall Pro Tech Mechanical, Inc be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Pro Tech Mechanical, Inc shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that Pro Tech Mechanical, Inc's negligent acts or omissions directly contributed to such injury or property damage. Pro Tech Mechanical, Inc's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Pro Tech Mechanical, Inc under this Agreement, subject to right of removal and return of equipment provided under this Agreement to Pro Tech Mechanical, Inc.

13. **CLAIMS**– Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

14. **GOVERNMENT PROCUREMENTS**- Pro Tech Mechanical, Inc offers standard commercial items, which may not comply with Government specifications. Pro Tech Mechanical, Inc does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR). In no event shall Pro Tech Mechanical, Inc provide any Cost or Pricing Data in connection with this Agreement or subsequent modifications.

15. **SUPERSEDURE, ASSIGNMENT and MODIFICATION**- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Pro Tech Mechanical, Inc's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

16. Customer agrees not to hire or attempt to hire any of Pro Tech Mechanical's employees during this agreement term or within one year of the last date of the last invoice to the customer.

RSMeans

Hidalgo County

Cost Estimate Report
RSMeansOnline

Date: 01-Aug-14

York Compressor at Auditor Building
Year 2014 Quarter 2
Unit Detail Report

Prepared By:
Pro Tech Mechanical
Mabe Enterprises

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
015433601500	Rent crawler mounted, lattice boom crane, 350 ton, 80' boom, Incl. Hourly Oper. Cost.	1.00	Day	$5,407.30	$5,407.30
Division 01 General Requirements Subtotal					**$5,407.30**
Division 23 Heating, Ventilating, and Air Conditioning (HVAC)					
236116101600	Rotary / reciprocating refrigerant compressors, refrigeration, hermetic, switches and protective devices, 130 ton	1.00	Ea.	$49,708.50	$49,708.50
Division 23 Heating, Ventilating, and Air Conditioning (HVAC) Subtotal					**$49,708.50**
Subtotal					**$55,115.80**
General Contractor's Markup on Subs			**0.00%**		**$0.00**
Subtotal					**$55,115.80**
General Conditions			**0.00%**		**$0.00**
Subtotal					**$55,115.80**
General Contractor's Overhead and Profit			**0.00%**		**$0.00**
Grand Total					**$55,115.80**

Equipment	Total	Ext. Mat.	Ext. Labor	Ext. Equip.	Ext. Total	Mat. O&P	Labor O&P	Equip. O&P
$ -	$ 43,900.00	$ 40,882.50	$ 3,017.50	$ -	$ 43,900.00	$ 45,022.50	$ 4,686.00	$ -
$ 4,915.73	$ 8,610.31	$ 174.45	$ 3,520.13	$ 4,915.73	$ 8,610.31	$ -	$ -	$ 5,407.30
	$ 52,510.31	**$ 41,056.95**	**$ 6,537.63**	**$ 4,915.73**	**$ 52,510.31**			

Total O&P	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Labor Type	Data Release	CCI Location
$ 49,708.50	$ 45,022.50	$ 4,686.00	$ -	$ 49,708.50	RR	Year 2014 Quarter 2	TEXAS / MCALLEN(785)
$ 5,407.30	$ -	$ -	$ 5,407.30	$ 5,407.30	RR	Year 2014 Quarter 2	TEXAS / MCALLEN(785)

$ 55,115.80	**$ 45,022.50**	**$ 4,686.00**	**$ 5,407.30**	**$ 55,115.80**

Cost To Owner **$ 36,975.00**

TIPS Coefficient **0.67086026**

York Compressor at Auditor Building

Data Release : Year 2014 Quarte **Unit Cost Estimate**

Quantity	LineNumber	Source		Description	Crew	Daily Output	Labor Hours	Unit	Material	Labor
1	236116101600			Rotary / reciprocating refrigerant compressors, refrigeration, hermetic, switches and protective devices, 130 ton	Q7	0.21	152	Ea.	$ 40,882.50	$ 3,017.50
1	015433601500			Rent crawler mounted, lattice boom crane, 350 ton, 80' boom, Incl. Hourly Oper. Cost.		0	0	Day	$ 174.45	$ 3,520.13

Total

Print
Close

Pro Tech Mechanical Inc

Vendor:	**Pro Tech Mechanical Inc**
Serving States:	TX
Contract Information:	Contract Type: Regular Contract Number: 2042414
Contract Expiration Date:	04/24/2015 Commodity: Trades, Labor and Materials
Service/ Product Description:	Pro Tech Mechanical is an industrial and commercial service group as well as providing all types of new and retrofit installations. Pro Tech covers the entire South Texas Region and is expanding. Pro Tech Mechanical covers all areas of a facility's central plant as well as roof top units. Pro Tech Mechanical was founded in 1999 so that each individual customers needs could be met. After 15 years of successful business, Pro Tech Mechanical is still providing the best HVAC service available. Pro Tech Mechanical services boilers, chillers, and controls for schools districts, Federal, State, and local municipalities, and for private businesses.
Website:	http://www.protechmech.com
Vendor Contact(s):	Primary Contact Name: Dan Whiteside Position: Vice President Phone: (361) 882-2101 Fax : (361) 882-2154 Mobile : (361) 765-6154 E-Mail: dan@protechmech.com Contact Name: Tim Bradshaw Position: Account Representative Phone: (956) 231-1584 Fax : (956) 230-1586 Mobile : (956) 789-2224 E-Mail : timb@protechmech.com
Purchase Order Requirements:	
FAX or MAIL ALL Purchase Orders to:	Address: 4845 Highway 271 North City: Pittsburg State: TX

	State: TX Zip: 75686 FAX: (866)-749-6674 Email: tipspo@reg8.net
Federal ID Number:	
Payment to:	Address: 6346 Harwick Drive City : Corpus Christi State: TX ZIP : 78417
TIPS/TAPS Contact:	Name : David Mabe Phone : (866)-413-6574 Fax : (866)-749-6674 E-mail : david.mabe@tips-usa.com Mobile : (903)-243-4759
MWBE/HUB Status:	No

PROTECH-03 GCROUCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/17/2014

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 Donegan Insurance Agency, Inc. 314 North Camp Street Seguin, TX 78155	CONTACT NAME: PHONE (A/C, No, Ext): (830) 303-8300 FAX (A/C, No): (830) 303-8318 E-MAIL ADDRESS:
INSURED Pro Tech Mechanical Valley LLC 6346 Harwick Drive Corpus Christi, TX 78517	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Sentinel Insurance Company.LTD — 11000 INSURER B : Texas Mutual Ins. Co. — 22945 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			61SBMTC1192	12/13/2013	12/13/2014	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 200,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	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)	$
								$
A	X UMBRELLA LIAB X OCCUR			61SBMTC1192	12/13/2013	12/13/2014	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF-0001175483	01/01/2014	01/01/2015	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County Facilities Management
3100 S Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/17/2014

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: Francisco R. Aguilar State Farm Agency 5829 Weber Rd. Corpus Christi, TX 78413	CONTACT NAME: Sandi Cavazos PHONE (A/C, No, Ext): 361-991-8242 FAX (A/C, No): 888-467-5367 E-MAIL ADDRESS: Sandi@FranksMyAgent.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: State Farm Mutual Automobile Insurance Company — 25178
INSURED: Pro Tech Mechanical - Valley LLC 6346 Harwick Dr. Corpus Christi, TX 78417	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							$
A	AUTOMOBILE LIABILITY		Y	213 4375-F13-53A	12/13/2013	12/13/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ 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 $							$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N		N / A				WC STATU-TORY LIMITS ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Facilities Mgmt
3100 S. Business 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

Sandi Cavazos

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QUOTE VERIFICATIONS

RCHASE OF COMPRESSOR FOR CHILLER AT OLD
Edinburg, TX 78539

Date: 07-Aug-14

FACILITIES MANAGEMENT
Year 2014 Quarter 2
Unit Detail Report

Prepared By:
Purchasing Department
Hidalgo County

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
015433601500	Rent crawler mounted, lattice boom crane, 350 ton, 80' boom, Incl. Hourly Oper. Cost.	1.00	Day	$5,407.30	$5,407.30
Division 01 General Requirements Subtotal					**$5,407.30**
Division 23					
236116101600	Rotary / reciprocating refrigerant compressors, refrigeration, hermetic, switches and protective devices, 130 ton	1.00	Ea.	$49,708.50	$49,708.50
Division 23 Subtotal					**$49,708.50**
Subtotal					**$55,115.80**
General Contractor's Markup on Subs			**0.00%**		**$0.00**
Subtotal					**$55,115.80**
General Conditions			**0.00%**		**$0.00**
Subtotal					**$55,115.80**
General Contractor's Overhead and Profit			**0.00%**		**$0.00**
Grand Total					**$55,115.80**

AI-45715 **Purchasing Department 24. A. 4.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Constable Avila **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Constable Pct. #1:
A. Acceptance and approval of contract document for "Construction Materials Testing" with Raba Kistner Consultants for project specific "Concrete Masonry Unit (CMU) Block Wall Assessment" of Hidalgo County Precinct 1 Constable's Building;

B. Pursuant to above line item action; acceptance and approval of Work Authorization No. 1 through-Contract #C-14-279-08-12 in an estimated amount of $5,800.00-Phase I through requisition #261086; with RABA Kistner Consultants for the project specific study "Concrete Masonry Unit (CMU) Block Wall Assessment" of the Hidalgo County Precinct Constable's Building.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 1100-419-40-220-001-0-339

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

BUDGETARY IMPACT:

Funds available through Req#261086.

Attachments

Contract
Work Authorization

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/31/2014 11:32 AM
Budget & Management	Obdett Calzada	07/31/2014 02:20 PM
Glinda Pacheco	Glinda Pacheco	08/05/2014 03:23 PM
Auditor's Office	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Vangie Garcia Started On: 07/28/2014 09:37 AM

Final Approval Date: 08/08/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-14-279-08-12

THIS AGREEMENT is made effective the **12th** day of **August, 2014** by and between **HIDALGO COUNTY, TEXAS,** ("County") **Precinct No. 1** and **Raba Kistner Consultants, Inc.** of McAllen, Texas ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing "Professional Laboratory Services-**Construction Materials Testing"** of the **"Constable New Building- Block Materials"-Project Specific** at **Hidalgo County Precinct No. 1** (the "Services");

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within **Hidalgo County Precinct No. 1**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. Scope of Services. The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Laboratory".

2. Term. This Agreement is effective **August 12, 2014**, and will expire **August 11, 2015,** unless sooner terminated as provided herein. The Laboratory will not begin to

work or incur costs until authorized in writing by the County with each "Work Authorization".

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at

no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit “C,” "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may

be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the

Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

17. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

18. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

20. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

21. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:	County of Hidalgo Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Laboratory:	**RABA KISTNER CONSULTANTS, INC.** Attention: Isidoro Arjona, PE, PMP, VP

800 East Hackberry
McAllen, Texas 78501

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

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

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

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

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

28. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

29. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

LABORATORY:
RABA KISTNER CONSULTANTS, INC.

By: _____

Printed Name: Isidoro Arjona

Title: P.E., PMP, VP

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

Approved by Commissioners' Court on: _____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-***"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"***
RFQ No.: 2014-004-12-11-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"
RFQ NO: 2014-004-12-11-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	2
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 18 , 2013
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials & Geo Technical Testing Pool", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, seven (7) copies** of all qualifications and **two (2) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ–2014-004-12-11-SMA-"HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials &Geo Technical Testing Pool"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, December 11, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**
    - Invoices must include:
        a) Name and address of successful respondent
        b) Name and address of receiving department or official
        c) Purchase Order Number and Contract number (if any)
        d) Notation- **HIDALGO COUNTY** (Including all funding sources, programs, and entities) ***Professional Engineering Services-Construction Materials & Geotechnical Testing Pool"***,
        e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 11 , 2013**
Award of Contract:	2013
Commence Work or Deliver Products:	2013

16. HIDALGO COUNTY HOLIDAYS:

2014 YEAR	
New Year's Day	**01/01/14**
Martin Luther King Day	**01/20/14**
President's Day	**02/17/14**
Good Friday	**04/18/14**
Easter	**04/21/14**
Memorial Day	**05/26/14**
Independence Day	**07/04/14**
Labor Day	**09/01/14**
Veteran's Day	**11/11/14**
Thanksgiving Day	**11/27/14 and 11/28/14**
Christmas Day	**12/25/14 and 12/26/14**
New Year's Eve	**12/31/14**

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or
appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 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 Engineering Services
"Construction Materials & Geo Technical Testing Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2014 and ending March 15, 2015**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICE-CONSTRUCTION MATERIALS GEO TECHNICAL TESTING POOL" RFQ NO: 2014-004-12-11-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No. , Project Name, 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, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 04, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 06, 2013. 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 will may result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

CONSTRUCTION MATERIALS & GEO TECHNICAL TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III

SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

   The statement of qualifications shall include the following:

   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   ➢ Responsiveness to RFQ:
   - Response is Clear
   - Response is Well Organized
   - Easy to Evaluate
   - Appropriate to this RFQ.

Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:
Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only
Refer back to requirements page 8, negotiations process

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
NO.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2014-004-12-11-SMA

27	Laptop Computer Rental (w/ Printer)	$ /Mo.
28	Concrete Beam Breaker	$ /Day
29	Concrete Beam Breaker	$ /Wk
30	Concrete Beam Breaker	$ /Mo.
31	Vacuum Extractor	$ /Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + %
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	SOILS SECTION	
Tex-100-E	Surveying and Sampling Soils for Highways	$ Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$ Ea
Tex-104-E	Determination of Liquid Limit of Soils	$ Ea
Tex-105-E	Determination of Plastic Limit of Soils	$ Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$ Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$ Ea
Tex-108-E	Determination of Specific Gravity of Soils	$ Ea
Tex-110-E	Part I Sieves thru 40	$ Ea
	Part II Sieves thru 200	$ Ea
	Additional Sieves	$ Ea
Tex-111-E	Minus 200 Sieve Analysis	$ Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$ Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$ Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$ Ea
	Disturbed Soils and Base Materials (Part II)	$ Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$ Ea
Tex-128-E	Determination of Soil pH	$ Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$ Ea
	HOT MIX SECTION	
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$ Ea.
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$ Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$ Ea
Tex-203-F	Sand Equivalent Test	$ Ea.

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2014-004-12-11-SMA

TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ Ea
	Test for Coarse Aggregate	$ Ea
Tex-224-F	Determination of Falkiness index	$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$ Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$ Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2014-004-12-11-SMA

Tex-460-A	Determination of Crushed Face Particle Count	$ Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	ASPHALT SECTION	
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

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.
	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	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ 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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

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 ☐ Less than 250,000 annual gross receipt ☐ Less than 499,000 annual gross receipt ☐ More than 500,000 annual gross receipt ☐ Black American ☐ Hispanic American ☐ Asian Pacific American ☐ Native American ☐ Women ☐ Other
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its Instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

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

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

EXHIBIT A

-Scope of Services to be Provided by the County

EXHIBIT "A"

Services to be provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be Provided by the Laboratory

RABA KISTNER CONSULTANTS

Raba Kistner
Consultants, Inc.
12821 W. Golden Lane
San Antonio, TX 78249
P.O. Box 690287
San Antonio, TX 78269
www.rkci.com

P 210 :: 699 :: 9090
F 210 :: 699 :: 6426
TBPE Firm F-3257

Proposal No. PSR14-042-00
July 9, 2014

Ms. Evangelina Y. Garcia
Contracts Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539

RE: Proposal for Professional Engineering Services
Concrete Masonry Unit (CMU) Block Wall Assessment
Hidalgo County Precinct 1 Constable's Building
1900 Joe Stephens Avenue
Weslaco, Texas

Dear Ms. Garcia:

In accordance with your letter to Mr. Isidoro A. Arjona, P.E., P.M.P., Vice President with RABA KISTNER Consultants, Inc. (RKCI), dated June 18, 2014, RKCI is pleased to provide this proposal to Hidalgo County Precinct 1 (Client), for the above-referenced project.

Purpose

On the basis of your letter to Mr. Arjona and the additional information described in subsequent email messages, we understand that the requested scope of this work is to provide consulting engineering services to test in-place Concrete Masonry Unit (CMU) block to determine if water repellant admixtures are present within the block matrix. We understand this information is needed in order to assess water infiltration conditions at the Precinct 1 Constable's Building in Weslaco, Texas. Based on our previous experience with water infiltration issues into buildings, it is our judgment that in order to properly assess the cause of the reported water infiltration, it would be necessary to not only test samples of the CMU block, but to conduct a review of the CMU block wall system as a whole to determine if there are other conditions (i.e. penetrations, water in the block due to rain during construction, weep installation, flashings, etc.) that could be contributing to the reported problem. Based on your letter and our understanding of the problem, we are proposing a scope of work that addresses not only the requested CMU block testing, but also other tasks that can help develop a better understanding of the problem and the possible repair solutions.

Project Approach

This proposal presents RKCI's approach to providing professional consulting services. The following sections contain the project information, RKCI's proposed scope of services, fee information, a schedule for completing these services, and procedures for authorizing the work. This proposal is based on the information provided to us by our Client, our understanding of the specific needs for this project, and our experience with similar projects.

Background Information

On the basis of the information provided to us by our Client and the transmittal letter prepared by Mr. George A. Garcia, Project Architect with Alcocer Garcia Associates, Inc., the project's architectural firm of record, dated July 7, 2014 and addressed to Mr. Arjona, it is our understanding that rainwater penetrates through the CMU block of the Constable's building. We understand the block was manufactured by Innovative Block of South Texas located in La Feria, Texas. According to the information provided in Section 042000 *UNIT MASONRY (CMU BLOCK)* of the project specification manual it was specified that the CMU block be manufactured with an integral water repellant additive, *Dry-Block Block Admixture* manufactured by W.R. Grace & Co. or an equivalent product. On the basis of his past experience with a similar condition at a previous project, Mr. Garcia is concerned that the water penetration is a result of the existing block not having been manufactured with this additive.

Scope of Work

In order to achieve the Client's objectives, we propose a phased approach to perform the following scope of work:

Phase I - Field Study

- Review available construction drawings, specifications, approved submittals, surveys, and previous engineering reports, if any.
- Conduct a site visit to observe the exterior wall and interior spaces where water infiltration conditions have been reported by others. This will require access to the roof.
- Perform RILEM tube testing at select locations to measure the absorption of water through the block.
- Conduct an Infrared (IR) survey of the exterior wall to try to identify anomalies that may indicate the presence of moisture within the exterior wall system.
- Obtain four, 2-inch to 3-inch diameter core specimens of the face block for visual observation and laboratory testing as part of Phase II. Core holes will be patched with a non-shrink cementitious grout.
- Once the cores have been removed, RKCI will observe and document the interior of the cells which may or may not be filled with grout or insulation.
- Obtain moisture readings at select locations with the use of digital, hand-held moisture meters where indications of moisture and/or water damage are observed and accessible.

Phase II - Sampling and Laboratory Testing

- Once the core samples have been recovered with the use of mechanical coring equipment, RKCI will carefully package and ship the samples to one of our chemistry laboratory testing consultants to perform specialized testing (chemical, infrared, and/or scanning electron microscope) to determine if a water repellant additive is present within the matrix of the block cores. The type of testing to be performed will be determined once the cores have been visually examined in the laboratory. At that time, an amendment to this proposal will be submitted to our Client to approve the costs of performing the laboratory tests.

- Upon completion of the laboratory tests we will submit a written report with our findings, test results, and opinions.

Client Responsibilities

Because of the complexity of this project, RKCI makes the following assumptions:

- The Client will coordinate access to the building to include interior office spaces and the roof.
- The site visit will be performed during normal working hours.
- The Client will provide RKCI with copies of the original construction documents, a set of the as-built records pertaining to the walls in questions, previous test reports (including both QA/QC observations and tests during construction, and any investigative testing that may have been performed post construction), approved submittals, and photographs, if any.

Limitations

The information provided in this document is directed to the Client, and may not contain information for others and/or for other uses. Some of our observations may be limited due to framing, furnishings, etc. If the information described in this document, provided by others, is incorrect or if additional information becomes available, RKCI may need to revise this document.

Project Schedule

We propose to begin work within three working days of receiving written authorization to proceed provided that the Client has coordinated access to the building. The site visit is estimated to take one working day to complete. Once the results of the field testing have been reviewed, RKCI will issue a preliminary report with our findings and recommendations for the Phase II work scope of this study.

Fee

RKCI proposes the Phase I services of this study for a lump sum fee of $5,800.00. If we encounter conditions that warrant changing the scope of work, we will contact you to receive authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with the attached unit rates.

Acceptance

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

Attachment	Description
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Laurie M. Steves, E.I.T.
Graduate Engineer

Jesse H. Aguilar, P.E.
Manager, Engineering & Forensic Services

LMS/JHA/jg

Attachments

Copies Submitted: Above (Email Only)

ACCEPTED BY:

_____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Date)

CONTACT INFORMATION:

_____ / _____
(Phone No.) (Email Address)

EXHIBIT C

-Laboratory's Contract BAFO/Cost Proposal/CMT Rates

RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

EXHIBIT D

-Work Authorization Form

EXHIBIT "D"
HIDALGO COUNTY
Professional Construction Material Testing Laboratory Services
Agreement# C-
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional Laboratory's of_____ Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Laboratory** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.1, Commissioner, Arturo "AC" Cuellar, Jr., as to content and detail of this Work Authorization No. **1**.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1:

BY:_____
Arturo "AC" Cuellar, Jr.

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2014.

THE LABORATORY:

_____
By:

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" – Service to be Provided by the Owner
EXHIBIT "B" – Services to be Provided by the Engineer
EXHIBIT "C" – Work Schedule
EXHIBIT "D"–Cost Proposal

EXHIBIT E

-Supplemental Agreement Form

EXHIBIT "E"
Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the ____ day of _____ **2014** concerning Laboratorying for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY: RABA KISTNER CONSULTANTS

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/26/2013

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
217 East Houston Street Suite 100
San Antonio TX 78205-2694

CONTACT
PHONE
E-MAIL ADDRESS: jhajek@catto.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Guarantee & Liability	
INSURER B: American Zurich Ins. Co.	
INSURER C: Zurich American Ins Co	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Raba Kistner Inc.
P.O. Box 690287
San Antonio TX 78269-0287

Manuel Zuniga

COVERAGES **CERTIFICATE NUMBER: 2033648639** **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			GLA3994747	10/1/2013	10/1/2014	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
B	AUTOMOBILE LIABILITY			GLA3994747	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			AUC3994749	10/1/2013	10/1/2014	EACH OCCURRENCE	$3,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$3,000,000
	[ ] DED [X] RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC3994748	10/1/2013	10/1/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Auto Physical Damage			GLA3994747	10/1/2013	10/1/2014	Comp Deductible Coll Deductible	1000 1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, inc., Raba Kistner Environmental, Inc, Raba Kistner Facilities, Inc., Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.
RE:County Goverment Center Building (proposed) The General & Auto Liability policies include a blanket automatic additional insured endorsement provision that provides additional insured status to the parties listed in said contract when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Auto & Workers Compensation policies includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

County of Hidalgo, Texas
100 E. Cano St.
4th Floor - Purchasing Department
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.

The ACORD name and logo are registered marks of ACORD

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Contract Document-Raba Kistner Inc.

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Sat, Jul 26, 2014 05:47 PM
Subject : Fwd: Contract Document-Raba Kistner Inc.
To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Sent from my iPad

Begin forwarded message:

From: "Steve Crain" <scrain@atlashall.com>
Date: July 26, 2014 at 9:55:24 AM CDT
To: "'Martha Salazar'" <martha.salazar@co.hidalgo.tx.us>
Subject: RE: Contract Document-Raba Kistner Inc.

The revised contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, July 25, 2014 4:57 PM
To: Steve Crain
Cc: Evangelina Garcia
Subject: Fwd: Contract Document-Raba Kistner Inc.

Mr. Crain:
Changes as recommended made. Please review and comment as to form.
Marty

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, July 25, 2014 4:50:08 PM
Subject: Re: Contract Document-Raba Kistner Inc.

Here you go Marty; I just went ahead and inserted the termination date or ending date of the contract as requested by Mr. Crain; please forward for his review as to form for his approval.
Thank you

HIDALGO COUNTY
Professional Construction Material Testing Laboratory Services
Agreement# C-14-279-08-12
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Raba Kistner Consultants, Inc.** professional Laboratory's of **McAllen, Texas**, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide **Construction Materials Engineering and Testing Services**.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto and as follows:

In order to achieve the Client's objectives, we propose a phased approach to perform the following scope of work:

Phase I - Field Study

- Review available construction drawings, specifications, approved submittals, surveys, and previous engineering reports, if any.
- Conduct a site visit to observe the exterior wall and interior spaces where water infiltration conditions have been reported by others. This will require access to the roof.
- Perform RILEM tube testing at select locations to measure the absorption of water through the block.
- Conduct an Infrared (IR) survey of the exterior wall to try to identify anomalies that may indicate the presence of moisture within the exterior wall system.
- Obtain four, 2-inch to 3-inch diameter core specimens of the face block for visual observation and laboratory testing to be determined. Core holes will be patched with a non-shrink cementitious grout.
- Once the cores have been removed, RKCI will observe and document the interior of the cells which may or may not be filled with grout or insulation.

- Obtain moisture readings at select locations with the use of digital, hand-held moisture meters where indications of moisture and/or water damage are observed and accessible.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization-Phase I is **$5,800.00** .This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING
This Work Authorization No.**1** shall be funded through funding source:
Account No. :**4-1100-419-40-220-001-0-339**
Requisition Number **#261086 (MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No.1, Commissioner, Arturo "AC" Cuellar, Jr., as to content and detail of this Work Authorization No. **1**.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1:

BY:_____
Arturo "AC" Cuellar, Jr.

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2014.

THE LABORATORY:
RABA KISTNER CONSULTANTS, INC.

THE OWNER:
HIDALGO COUNTY

By: Isidoro Arjona, P.E., PMP, VP

By: Ramon Garcia, County Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "A"
Services to be provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

RABA KISTNER CONSULTANTS

Proposal No. PSR14-042-00
July 9, 2014

Raba Kistner
Consultants, Inc.
12821 W. Golden Lane
San Antonio, TX 78249
P.O. Box 690287
San Antonio, TX 78269
www.rkci.com

P 210 :: 699 :: 9090
F 210 :: 699 :: 6426
TBPE Firm F-3257

Ms. Evangelina Y. Garcia
Contracts Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539

RE: Proposal for Professional Engineering Services
Concrete Masonry Unit (CMU) Block Wall Assessment
Hidalgo County Precinct 1 Constable's Building
1900 Joe Stephens Avenue
Weslaco, Texas

Dear Ms. Garcia:

In accordance with your letter to Mr. Isidoro A. Arjona, P.E., P.M.P., Vice President with RABA KISTNER Consultants, Inc. (RKCI), dated June 18, 2014, RKCI is pleased to provide this proposal to Hidalgo County Precinct 1 (Client), for the above-referenced project.

Purpose

On the basis of your letter to Mr. Arjona and the additional information described in subsequent email messages, we understand that the requested scope of this work is to provide consulting engineering services to test in-place Concrete Masonry Unit (CMU) block to determine if water repellant admixtures are present within the block matrix. We understand this information is needed in order to assess water infiltration conditions at the Precinct 1 Constable's Building in Weslaco, Texas. Based on our previous experience with water infiltration issues into buildings, it is our judgment that in order to properly assess the cause of the reported water infiltration, it would be necessary to not only test samples of the CMU block, but to conduct a review of the CMU block wall system as a whole to determine if there are other conditions (i.e. penetrations, water in the block due to rain during construction, weep installation, flashings, etc.) that could be contributing to the reported problem. Based on your letter and our understanding of the problem, we are proposing a scope of work that addresses not only the requested CMU block testing, but also other tasks that can help develop a better understanding of the problem and the possible repair solutions.

Project Approach

This proposal presents RKCI's approach to providing professional consulting services. The following sections contain the project information, RKCI's proposed scope of services, fee information, a schedule for completing these services, and procedures for authorizing the work. This proposal is based on the information provided to us by our Client, our understanding of the specific needs for this project, and our experience with similar projects.

Background Information

On the basis of the information provided to us by our Client and the transmittal letter prepared by Mr. George A. Garcia, Project Architect with Alcocer Garcia Associates, Inc., the project's architectural firm of record, dated July 7, 2014 and addressed to Mr. Arjona, it is our understanding that rainwater penetrates through the CMU block of the Constable's building. We understand the block was manufactured by Innovative Block of South Texas located in La Feria, Texas. According to the information provided in Section 042000 *UNIT MASONRY (CMU BLOCK)* of the project specification manual it was specified that the CMU block be manufactured with an integral water repellant additive, *Dry-Block Block Admixture* manufactured by W.R. Grace & Co. or an equivalent product. On the basis of his past experience with a similar condition at a previous project, Mr. Garcia is concerned that the water penetration is a result of the existing block not having been manufactured with this additive.

Scope of Work

In order to achieve the Client's objectives, we propose a phased approach to perform the following scope of work:

Phase I - Field Study

- Review available construction drawings, specifications, approved submittals, surveys, and previous engineering reports, if any.
- Conduct a site visit to observe the exterior wall and interior spaces where water infiltration conditions have been reported by others. This will require access to the roof.
- Perform RILEM tube testing at select locations to measure the absorption of water through the block.
- Conduct an Infrared (IR) survey of the exterior wall to try to identify anomalies that may indicate the presence of moisture within the exterior wall system.
- Obtain four, 2-inch to 3-inch diameter core specimens of the face block for visual observation and laboratory testing as part of Phase II. Core holes will be patched with a non-shrink cementitious grout.
- Once the cores have been removed, RKCI will observe and document the interior of the cells which may or may not be filled with grout or insulation.
- Obtain moisture readings at select locations with the use of digital, hand-held moisture meters where indications of moisture and/or water damage are observed and accessible.

Phase II - Sampling and Laboratory Testing

- Once the core samples have been recovered with the use of mechanical coring equipment, RKCI will carefully package and ship the samples to one of our chemistry laboratory testing consultants to perform specialized testing (chemical, infrared, and/or scanning electron microscope) to determine if a water repellant additive is present within the matrix of the block cores. The type of testing to be performed will be determined once the cores have been visually examined in the laboratory. At that time, an amendment to this proposal will be submitted to our Client to approve the costs of performing the laboratory tests.

- Upon completion of the laboratory tests we will submit a written report with our findings, test results, and opinions.

Client Responsibilities

Because of the complexity of this project, RKCI makes the following assumptions:

- The Client will coordinate access to the building to include interior office spaces and the roof.
- The site visit will be performed during normal working hours.
- The Client will provide RKCI with copies of the original construction documents, a set of the as-built records pertaining to the walls in questions, previous test reports (including both QA/QC observations and tests during construction, and any investigative testing that may have been performed post construction), approved submittals, and photographs, if any.

Limitations

The information provided in this document is directed to the Client, and may not contain information for others and/or for other uses. Some of our observations may be limited due to framing, furnishings, etc. If the information described in this document, provided by others, is incorrect or if additional information becomes available, RKCI may need to revise this document.

Project Schedule

We propose to begin work within three working days of receiving written authorization to proceed provided that the Client has coordinated access to the building. The site visit is estimated to take one working day to complete. Once the results of the field testing have been reviewed, RKCI will issue a preliminary report with our findings and recommendations for the Phase II work scope of this study.

Fee

RKCI proposes the Phase I services of this study for a lump sum fee of $5,800.00. If we encounter conditions that warrant changing the scope of work, we will contact you to receive authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with the attached unit rates.

Acceptance

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

Attachment	Description
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Laurie M. Steves, E.I.T.
Graduate Engineer

Jesse H. Aguilar, P.E.
Manager, Engineering & Forensic Services

LMS/JHA/jg

Attachments

Copies Submitted: Above (Email Only)

ACCEPTED BY:

_____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Date)

CONTACT INFORMATION:

_____ / _____
(Phone No.) (Email Address)

- Upon completion of the laboratory tests we will submit a written report with our findings, test results, and opinions.

Client Responsibilities

Because of the complexity of this project, RKCI makes the following assumptions:

- The Client will coordinate access to the building to include interior office spaces and the roof.
- The site visit will be performed during normal working hours.
- The Client will provide RKCI with copies of the original construction documents, a set of the as-built records pertaining to the walls in questions, previous test reports (including both QA/QC observations and tests during construction, and any investigative testing that may have been performed post construction), approved submittals, and photographs, if any.

Limitations

The information provided in this document is directed to the Client, and may not contain information for others and/or for other uses. Some of our observations may be limited due to framing, furnishings, etc. If the information described in this document, provided by others, is incorrect or if additional information becomes available, RKCI may need to revise this document.

Project Schedule

We propose to begin work within three working days of receiving written authorization to proceed provided that the Client has coordinated access to the building. The site visit is estimated to take one working day to complete. Once the results of the field testing have been reviewed, RKCI will issue a preliminary report with our findings and recommendations for the Phase II work scope of this study.

Fee

RKCI proposes the Phase I services of this study for a lump sum fee of $5,800.00. If we encounter conditions that warrant changing the scope of work, we will contact you to receive authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with the attached unit rates.

- Upon completion of the laboratory tests we will submit a written report with our findings, test results, and opinions.

Client Responsibilities

Because of the complexity of this project, RKCI makes the following assumptions:

- The Client will coordinate access to the building to include interior office spaces and the roof.
- The site visit will be performed during normal working hours.
- The Client will provide RKCI with copies of the original construction documents, a set of the as-built records pertaining to the walls in questions, previous test reports (including both QA/QC observations and tests during construction, and any investigative testing that may have been performed post construction), approved submittals, and photographs, if any.

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RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

BREAKDOWN OF FEES
WORK AUTHORIZATION NO. 1
AGREEMENT # C-14-279-08-12
CONCRETE MASONRY UNIT (CMU) BLOCK WALL ASSESSMENT
HIDALGO COUNTY PRECINCT 1 CONSTABLE'S BUILDING
WESLACO, HIDALGO COUNTY, TEXAS

ITEM	DESCRIPTION	HOURLY RATE	QTY	Unit	COST
1.00	**Consulting Engineering Services**				
1.01	Senior PM/Engineer	$175.00	1	HR	$175.00
1.02	PM/Engineer	$150.00	20	HR	$3,000.00
1.03	Staff/Graduate Engineer	$90.00	6	HR	$540.00
1.04	Field Technician	$52.00	7	HR	$364.00
1.05	Clerical Administative	$60.00	4	HR	$240.00
1.06	**SUBTOTAL**				**$4,319.00**
2.00	**Field Testing Services & Expenses**	**UNIT RATE**	**QTY**	**Unit**	**COST**
2.01	Coring Technician	$54.75	5	HR	$273.75
2.02	Reinforcing Steel Detector	$31.25	1	Day	$31.25
2.03	Coring Rig	$105.75	1	Day	$105.75
2.04	Generator	$89.25	1	Day	$89.25
2.05	Infra Red Camera	$200.00	1	Day	$200.00
2.06	Rilem Tube Field Test	$275.00	1	Day	$275.00
2.07	Mileage	$0.56	550	Mile	$308.00
2.08	Meals (Overnight Reimbursement Rate)	$56.00	2	Day	$112.00
2.09	Lodging	$86.00	1	Night	$86.00
2.10	**SUBTOTAL**				**1,481.00**
3.00	**TOTAL FEE**				**$5,800.00**

AI-45804 **Purchasing Department 24. A. 5.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: JR Gaitan, HC-Cntsbl.-Pct. 4 Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Constable Pct. #4:
Approval to purchase One (1) New 2014 Dodge Ram 1500 SSV Crew Cab 4X4 through the County's membership/participation with Buyboard 430-13 McKinney Dodge Inc. in the amount of $38,720.18 which includes Police Equipment, Administration fee and delivery.

BACKGROUND

Price verifications have been completed.

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1284-421-00-294-047-6-741

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

BUDGETARY IMPACT:

Amount available for requisition# 260917 as of 8-6-14 $38,720.18 for MCKINNEY DODGE INC.

Attachments

McKinney dodge Inc.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/04/2014 10:28 AM
Budget & Management	Debbie Tamez	08/05/2014 11:53 AM
Manuel Chapa	Manuel Chapa	08/05/2014 02:11 PM
Auditor's Office	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Tanya Delira Started On: 08/01/2014 10:41 AM

Final Approval Date: 08/08/2014

Requisition

Req # 00260917

PO #

Date: 07/28/14

Bill To: x
x

Vendor : 426113

MCKINNEY DODGE INC.
CHRYSLER JEEP DODGE CITY OF MCKINNEY
700 S. CENTRAL EXPWY
MCKINNEY TX 75070
FAX (214)544-4511

Ship To: HIDALGO CO. CONSTABLE PRECINCT 4
2814 S. HWY 281
EDINBURG TX 78539

Contact: NMUNOZ
956-383-8560

Contract No: BUY BOARD 430-13

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	2014 Dodge Ram 1500 SSV Crew Cab 4x4 Color: White Fully Equipped Base Price: $22,570.00	38,720.18	38,720.18
		Account No	Encumbrance	
		4-1284-421-00-294-047-6-741	38,720.18	
			Freight	.00
			Total	38,720.18
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

260917

DODGE CITY

GRAB LIFE!!

700 S. CENTRAL EXPRESSWAY
MCKINNEY, TX. 75070
PHONE : 972-569-9650
FAX: 214-544-4511

QUOTE

DATE: 7/16/2014
INVOICE # 7/23/2014

Bill To:
Hildago County Pct#4

TITLE TO:

Comments or Special Instructions: BUY BOARD CONTRACT 430-13

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	ESTIMATE#	TERMS
JEFF Y			Best Way	FLEETSAF 32159	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2014 RAM 1500 SSV CREW CAB 4X4 {WHITE}	$22,570.00	$22,570.00
1	BLACK LEFT SPOT LIGHT	$400.00	$400.00
1	54", 4 AMBER,BLUE RED AND OR WHITE	$798.53	$798.53
1	TWO LR11 SUPER LED FLASHING ALLEY LIGHTS WITH 15 HORIZONT ADJUSTMENT,FOR LIBERTY SERIES WITH OUT SCREW HOLES IN TOP	$65.63	$65.63
2	TWO AMBER,BLUE,RED AND OR WHITE INBOARD SUPER LED? DIRECTIONAL LIGHT HEADS {RED/BLUE}	$173.25	$346.49
1	TWO LR11 SUPER LED? FLASHING TAKE DOWN LIGHTS WITH 15? HORIZONTAL ADJUSTMENT	$65.63	$65.63
1	SIX LINEAR SUPER LED?SPLIT TRAFFIC ADVISOR? INCLUDES CONMTROL HEAD,REPLACE SYMBOL? WITH NUMBER OF SPLIT WARNING LED COLORS,ORDER IS RED/BLUE/AMBER 6 MAX FOR SX SERIES ONLY,DO NOT USE ON SW SERIES {LIB,OPT,LIN,TA SPLIT}	$728.70	$728.70
1	STRAPS AND BOLTS ONLY FOR MOUNTING KIT	$48.83	$48.83
1	CENCOM SAPPHIRE,REMOTE SIREN & CONTROL CENTER	$704.03	$704.03
1	SA315 SERIES,SMALL ROUND PROFILE,COMPOSIT SPEAKER	$164.85	$164.85
1	FORD EXPLORER,2002-2010,CHEVY SUBIRBAN/TAHOE 2004-2006 UN	$18.90	$18.90
1	HEAD LIGHT GRILLE,TAILLIGHT FLASHERS AND POLICE EQUIPMENT INTERFACE MODULES	$35.18	$35.18

SUBTOTAL	$ 25,946.77
TAX RATE	0.00%
SALES TAX	-
SHIPPING & HANDLING	-
TOTAL	

281-728-4432

Comments or Special Instructions: None

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA		TERMS

DODGE CITY

GRAB LIFE!!

700 S. CENTRAL EXPRESSWAY
MCKINNEY, TX. 75070
PHONE : 972-569-9650
FAX: 214-544-4511

QUOTE

DATE: 7/16/2014
INVOICE # 7/23/2014

Bill To:
Hildago County Pct#4

TITLE TO:

JEFF Y	P203381		Best Way		
QUANTITY	**DESCRIPTION**			**UNIT PRICE**	**AMOUNT**
4	SPLIT COLOR,RED,BLUE,WHITE AND OR AMBER WITH 9' CABLE RED			$70.35	$281.39
4	RED,AMBER OR WHITE 9' CABLE RED **HEADLIGHTS**			$67.73	$270.92
2	RED,BLUE,AMBER OR WHITE,BLACK HOUSING {RED?BLUE} *** MIRROR BEAMS***			$90.30	$180.60
1	PRO-SERIES WITH WRAP GO INDUSTRIES ENFORCEMENT BUMPER WRAP STYLE FOR RAM 1500 2011-2014			$771.00	$771.00
1	STALKER DUAL SI RADAR #200-0808-05			$2,647.04	$2,647.04
1	2003-2014 DODGE RAM TUNNEL MOUNT ASSEMBLY			$86.68	$86.68
1	24" ENCLOSED 10" HIGH CONSOLE			$244.34	$244.34
1	3 LIGHTER PLUG OUTLETS			$30.03	$30.03
1	ARMREST FOR TOP MOUNT,CONSOLE LARGE PAD			$67.57	$67.57
1	MIC CLIP			$7.51	$7.51
1	MIC CLIP BRACKET			$8.75	$8.75
1	#8 VS RECESSED PANEL			$591.71	$591.71
1	DUAL T-RAIL MOUNT UNIVERSAL,HAND CUFF KEY OVERIDE			$338.91	$338.91
1	ULT2073R REFELCTIVE GRAPHICS KIT			$610.40	$610.40
1	LABOR			$1,200.00	$1,200.00
1	LARGE INSTALL KITQ			$100.00	$100.00
1	SHIPPING AND HANDLING FOR EQUIPMENT			$301.56	$301.56
				SUBTOTAL	$33,685.18
				TAX RATE	0.00%
				SALES TAX	-
				SHIPPING & HANDLING	-
				TOTAL	

Comments or Special Instructions: None

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA		TERMS
JEFF Y	P203381		Best Way		

DODGE CITY

GRAB LIFE!!

700 S. CENTRAL EXPRESSWAY
MCKINNEY, TX. 75070
PHONE : 972-569-9650
FAX: 214-544-4511

QUOTE

DATE: 7/16/2014
INVOICE # 7/23/2014

Bill To:
Hildago County Pct#4

TITLE TO:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	ITEMS ON RAM 1500 CREW CAB SSV 4X4		
1	RAMBOX CARGO MANAGEMENT SYSTEM	$1,130.00	$1,130.00
1	PARKVIEW REAR BACK UP CAMERA	$310.00	$310.00
1	LT265/70R17E OWL ON/OFF ROAD TIRES	$245.00	$245.00
1	UCONNECT 5.0 AM/FM/BT	$660.00	$660.00
1	ANTI-SPIN	$285.00	$285.00
1	REMOTE START	$320.00	$320.00
1	EXTERIOR APPERANCE GROUP	$450.00	$450.00
1	PROTECTION GROUP	$135.00	$135.00
1	SPRAY IN BEDLINER	$350.00	$350.00
1	4X4	$0.00	$0.00
1	CLASS IV TRAILER HITCH	$0.00	$0.00
1	7 PIN WIRING HARNESS	$0.00	$0.00
1	VINYL FLOOR COVERING	$0.00	$0.00
1	HEAVY DUTY FRONT COTH SEATS WITH VINYL REAR	$0.00	$0.00
1	BUY BOARD FEE	$400.00	$400.00
1	DELIVERY TO AND FROM FLEET SAFETY AND COUNTY	$750.00	$750.00

SUBTOTAL	$38,720.18
TAX RATE	0.00%
SALES TAX	-
SHIPPING & HANDLING	-
TOTAL	

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
7/17/2014	32159

Name / Address
Mckinney Dodge 700 S Central Expressway Mckinney, tx 75070

P.O. No.	Terms	Rep	Project
		MR	

Qty	Item	Description	Your Cost	Total
		2014 DODGE RAM 1500		
1	SX2RRBB	54", 4 Amber, Blue, Red And/Or White	798.53	798.53
1	SPALF1	Two Lr11 Super-Led? Flashing Alley Lights With 15? Horizontal Adjustment, For Liberty Series Without Screw Holes In The Top, Sp, Sx And Sl Series Only	65.63	65.63
2	SLDBR	Two Amber, Blue, Red And/Or White, Inboard Super-Led? Directional Lightheads(RED/BLUE)	173.245	346.49
1	SXTLS1	Two Lr11 Super-Led? Flashing Take-Down Lights With 15? Horizontal Adjustment	65.63	65.63
1	SLZ33000	Six Linear Super-Led? Split Traffic Advisor?, Includes Control Head, Replace Symbol ? With Number Of Split Warning Led Colors, Order Is Red/Blue/Amber, 6 Max, For Sx Series Only, Do Not Use On Sw Series (LIB. OPT. LIN. T/A SPLIT 3R/3B)	728.70	728.70
1	STPKT81	Straps And Bolts Only For Mounting Kit, For Use With Mkez Or Mkaj Only	48.83	48.83
1	CCSRN3	Cencom Sapphire, Remote Siren & Control Center And Options, 5 Year Warranty On Amplifier	704.03	704.03
1	SA315P	Sa315 Series , Small Round Profile, Composite Speaker, 6.5" H X 6.5" W X 2.9" D.	164.85	164.85
1	SAK1	Ford Explorer, 2002-2010, Chevy Suburban/Tahoe, 2004-2006, Universal	18.90	18.90

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	nolley@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
7/17/2014	32159

Name / Address
Mckinney Dodge 700 S Central Expressway Mckinney, tx 75070

P.O. No.	Terms	Rep	Project
		MR	

Qty	Item	Description	Your Cost	Total
1	UHF2150A	Headlight/Grille, Taillight Flashers & Police Equipment Interface Modules	35.18	35.18
4	VTX609J	Split Color, Red, Blue, White And/Or Amber, With 9' Cable (RED/BLUE) ** HEAD LIGHT/ REVERSE LIGHTS**	70.3475	281.39
4	VTX609R	Red, Amber Or White, 9' Cable(RED) **HEAD LIGHTS**	67.73	270.92
2	TONSMJ	Red, Blue, Amber Or White, Black Housing (RED?BLUE) **MIRROR BEAMS**	90.30	180.60
1	39071	Pro-Series W/Wrap GO INDUSTRIES ENFORCEMENT BUMPER WRAP STYLE FOR RAM 1500 2011-14 ** when search is buy board put in go industries and it be the 3 item down. It is actually less that buy board..	771.00	771.00
1	200-0808-05	Stalker Dual SI Radar #200-0808-05	2,647.04	2,647.04
1	C-TMW-RAM-01	2003-2014 Dodge Ram Tunnel Mount Assembly	86.68	86.68
1	C-2410	24" Enclosed 10" High Console	244.34	244.34
1	C- LP-3	3 Lighter Plug Outlets	30.03	30.03
1	C-ARM-103	Armrest For Top Mount, Console, Large Pad	67.57	67.57
1	C-MC	Mic Clip	7.51	7.51

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	nolley@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
7/17/2014	32159

Name / Address
Mckinney Dodge 700 S Central Expressway Mckinney, tx 75070

P.O. No.	Terms	Rep	Project
		MR	

Qty	Item	Description	Your Cost	Total
2	C-MCB	Mic Clip Bracket	8.75	17.50
1	C-B66	BRACKET DODGE (om)	45.04	45.04
1	PK0369DRT09Q...	#8VS Recessed Panel 1/2 Coated Polycarbonate 1/2 Vinyl Coated Expanded Metal (FOR 2014 DODGE 1500 W/RECESS PANEL AND LOWER EXT. PANEL)	591.71	591.71
1	GK10342UHKSV...	Dual T-Rail Mount 2 Universal , Handcuff Key Override (For Shot gun and A15)	338.91	338.91
1	ULT-2073R	ULT-2073R reflective graphic kit for HIDALGO COUNTY CONSTABLE PCT 4's white Dodge Ram crew cab pickup (OM)	610.40	610.40
1	Labor	labor (OM)	1,200.00	1,200.00
1	** LARGE INST...	LARGE INSTALL KIT	100.00	100.00
	*S & H - D6	Shipping and Handling	301.56	301.56
		buy board 432-13		

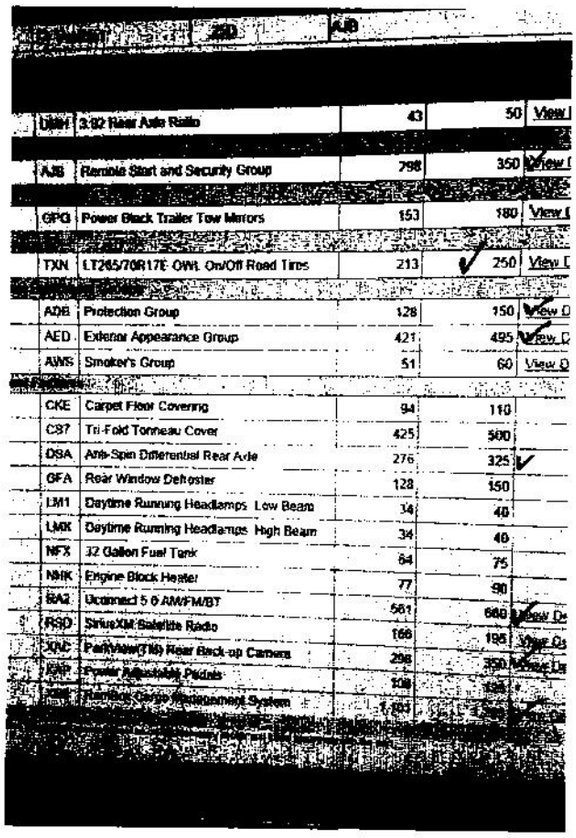
This Quote is Good for 30 Days

Subtotal	$10,768.97
Sales Tax (8.25%)	$0.00
Total	$10,768.97

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	nolley@fleetsafety.com	www.fleetsafety.com

Shopping Cart

Vendor	Description	Part Number	Price	Qty	Total
Fleet Safety Equipment, inc.	Two Amber, Blue, Red And/Or White, Inboard Super-Led? Directional Lightheads	SLD**	$173.25	2	$346.50
Fleet Safety Equipment, inc.	Two Lr11 Super-Led? Flashing Alley Lights With 15? Horizontal Adjustment, For Liberty Series Without Screw Holes In The Top, Sp, Sx And Sl Series Only	SPALF1	$65.63	1	$65.63
Fleet Safety Equipment, inc.	Two Lr11 Super-Led? Flashing Take-Down Lights With 15? Horizontal Adjustment	SXTLS1	$65.63	1	$65.63
Fleet Safety Equipment, inc.	Straps And Bolts Only For Mounting Kit, For Use With Mkez Or Mkaj Only	STPKT#	$48.83	1	$48.83
Fleet Safety Equipment, inc.	48.50", 4 Amber And/Or White	SX8****	$798.53	1	$798.53
Fleet Safety Equipment, inc.	Six Linear Super-Led? Split Traffic Advisor?, Includes Control Head, Replace Symbol ? With Number Of Split Warning Led Colors, Order Is Red/Blue/Amber, 6 Max, For Sx Series Only, Do Not Use On Sw Series	SLZ????0	$728.70	1	$728.70
Fleet Safety Equipment, inc.	3-Position Slide Switch And 18 Push Button Control Head With Amplifier Control Module With Pigtails, Microphone With Comicx20 Included (Replaces Ccsm2)	CCSRN3	$704.03	1	$704.03
Fleet Safety Equipment, inc.	123Db Speaker, Nylon Composite	SA315P	$164.85	1	$164.85
Fleet Safety Equipment, inc.	Red, Amber Or White, 9' Cable	VTX609*	$67.73	2	$135.46
Fleet Safety Equipment, inc.	Red, Blue, Amber Or White, 9' Cable	VTX609*	$67.73	2	$135.46
Fleet Safety Equipment, inc.	3 Lighter Plug Outlets	C-LP-3	$30.03	1	$30.03
Fleet Safety Equipment, inc.	Mic Clip Bracket	C-MCB	$9.56	2	$19.12
Fleet Safety Equipment, inc.	Ford Crown Victoria, 2003-2011, Quick Installation	SAK17	$18.90	1	$18.90
Fleet Safety Equipment, inc.	Headlight/Grille Light Flasher With 4 Flash Patterns For Positive Or Negative Headlight Switching (Not For Chevy Impala)	UHF2150A	$35.18	1	$35.18
Fleet Safety Equipment, inc.	Mic Clip	C-MC	$7.51	1	$7.51
Chrysler, Jeep, Dodge City of McKinney	Dodge Ram 1500 Special Services (DS6T98)	Ram 1500	$22,570.00	1	$22,570.00
Fleet Safety Equipment, inc.	Split Color, Red, Blue, White And/Or Amber, With 9' Cable	VTX609#	$70.35	4	$281.40
Fleet Safety Equipment, inc.	Split Red/Blue, Black Housing	IONSMJ	$90.30	2	$180.60
Fleet Safety Equipment, inc.	Stalker Dual Sl Radar #200-0808-05	Dual SL	$2,647.04	1	$2,647.04
Fleet Safety Equipment, inc.	2003-2014 Dodge Ram Tunnel Mount Assembly	C-TMW-RAM-01	$86.68	1	$86.68
Fleet Safety Equipment, inc.	24" Enclosed 10" High Console	C-2410	$244.34	1	$244.34
Fleet Safety Equipment, inc.	Armrest For Top Mount, Console, Large Pad	C-ARM-103	$67.57	1	$67.57
Fleet Safety Equipment, inc.	Pro-Series W/Wrap	59733NC	$1,394.60	1	$1,394.60
Fleet Safety Equipment, inc.	#8Vs Recessed Panel 1/2 Coated Polycarbonate 1/2 Vinyl Coated Expanded Metal	PK0369DRT09QCSCA	$591.71	1	$591.71
Fleet Safety Equipment, inc.	Dual T-Rail Mount 2 Universal , Handcuff Key Override	GK10342UHKSVSCA	$338.91	1	$338.91
				Grand Total:	**$31,707.21**



	DMH	3.92 Rear Axle Ratio	43	50	View
	AJB	Remote Start and Security Group	798	350	View
	GPG	Power Black Trailer Tow Mirrors	153	180	View
	TXN	LT265/70R17E OWL On/Off Road Tires	213	250	View
	ADE	Protection Group	128	150	View D
	AED	Exterior Appearance Group	421	495	View D
	AWS	Smoker's Group	51	60	View D
	CKE	Carpet Floor Covering	94	110	
	CS7	Tri-Fold Tonneau Cover	425	500	
	DSA	Anti-Spin Differential Rear Axle	276	325	
	GFA	Rear Window Defroster	128	150	
	LM1	Daytime Running Headlamps Low Beam	34	40	
	LM6	Daytime Running Headlamps High Beam	34	40	
	NFX	32 Gallon Fuel Tank	64	75	
	NHK	Engine Block Heater	77	90	
	RA2	Uconnect 5 0 AM/FM/BT	561	660	
	RSD	SiriusXM Satellite Radio	166	195	
	XNC	ParkView(TM) Rear Back-up Camera	298	350	
	XAP	Power Adjustable Pedals	109	128	
			1,803		

AI-45735 **Purchasing Department 24. B. 1.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Comm. AC Cuellar, HC-Pct #1 **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of **Work Authorization No. 1** in connection to **Contract #C-13-243-08-27** with **Millennium Engineers Group, Inc.** in the amount of **$9,766.25** through assigned requisition #260205 for the provision of **"Construction Materials Testing Services"** for the **Mile 16 Road Improvements (FM 88 to Mile 4 Road)** project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1303-431-00-121-110-0-731

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

BUDGETARY IMPACT:

Amount available for requisition# 260205 as of 8-4-14 $9,766.25 for MILLENNIUM ENGINEERS GROUP, INC.

Attachments

Work Authorization

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/31/2014 11:38 AM
Budget & Management	Obdett Calzada	07/31/2014 02:21 PM
Manuel Chapa	Manuel Chapa	08/04/2014 11:20 AM
Auditor's Office	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Vangie Garcia Started On: 07/29/2014 03:17 PM

Final Approval Date: 08/08/2014

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-13-243-08-27

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Edinburg, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Mile 16 Road Improvements (FM 88 to Mile 4 Road) project.

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 Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $**9,766.25**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 4-1303-431-00-121-110-0-731
Requisition Number 260205 (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No.** 1

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY: A C Cuellar Jr

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2014.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

Raul Palma

By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

By: Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A
-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, "ON A AS NEEDED BASIS" and projects is as follows:

A. **Preliminary Phase:**

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. **Design Phase:**

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. **Construction/Maintenance Phase:**

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.

(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.

(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.

(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.

(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.

(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Construction Materials Testing Services
MEG Proposal No.: 01-14-176M
July 3, 2014

☒SOILS

Task	Qty.	Unit Rate	Estimated Cost
Field testing & observation (hourly)	28	41.00	1,148.00
Standard Proctor (each)	4	175.00	700.00
Atterberg Limits (each)	4	61.00	244.00
Nuclear Density tests (each)	24	22.00	528.00
Vehicle trips (each)	11	37.00	407.00
Sieve Analysis (each)	2	55.00	110.00
Wet Ball Mill (each)	2	185.00	370.00
Sub-Total (Soils)			3,507.00

☐CONCRETE

Task	Qty.	Unit Rate	Estimated Cost
Concrete testing & sample pickup (hourly)			
Compressive Strength Tests (each)			
Vehicle trips (each)			
Air Content (each)			
Sub-Total (Concrete)			

☐MASONRY

Task	Qty.	Unit Rate	Estimated Cost
Masonry testing & observation (hourly)			
Mortar compressive strength tests (each)			
Grout compressive strength tests (each)			
Vehicle Trips (each)			
Sub-Total (Masonry)			

☐STRUCTURAL STEEL

Task	Qty.	Unit Rate	Estimated Cost
Certified Welding Inspection (hourly)			
Vehicle Trips (each)			
Sub-Total (Structural)			

☒ASPHALT

Task	Qty.	Unit Rate	Estimated Cost
Asphalt testing & observation (hourly)	24	44.00	1,056.00
Extraction & Gradation, percent asphalt (each)	4	225.00	900.00
Theoretical maximum specific gravity of mixtures (each)	4	60.00	240.00
Lab Density (each)	4	65.00	260.00
Nuclear Density Tests (each)	12	22.00	264.00
Coring Rig (each)	2	75.00	150.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	6	37.00	222.00
Sub-Total (Asphalt)			3,892.00

☒PROJECT MANAGEMENT AND ADMINISTATION

Task	Qty.	Unit Rate	Estimated Cost
Test Report (each)	17	30.00	510.00
Project Engineer (hourly)	8.5	105.00	892.50
Project Management (hourly)	4.25	67.00	284.75
Clerical (hourly)	17	40.00	680.00
Sub-Total (Mgmt. & Admin.)			2,367.25

Total Estimated Cost **$9,766.25**

The following assumptions were used in preparing the proposal:

- MEG's proposal is dependent on the duration of construction days and additional compensation may be required if the construction sequence is slower or faster than typical construction.
- MEG's proposal is dependent on the construction sequence that is used by the General Contractor. Estimated quantities herein are based on the most efficient scheduling the General Contractor can use to combine our services when applicable. Standby time, weather, and cancellations have not been factored into the proposal.
- The Contractors on the site will work a single shift, on a 5 days per week schedule.
- Construction Material Testing Services will be scheduled with 24 hours notice.
- Services provided outside of regular business hours as outlined in the *Provisions* section of this proposal, or services provided on Saturday, Sunday, or Holidays will be invoiced at 1.3 times the applicable unit rate.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/09/2014

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 Sergio Rodriguez 5121 S Jackson Rd Edinburg, TX 78539	CONTACT NAME: Sergio Rodriguez PHONE (A/C, No, Ext): 956-687-5566 FAX (A/C, No): 888-391-5686 E-MAIL ADDRESS: sriasergio@gmail.com
INSURED Millennium Engineer's Group, Inc 5804 N Gumwood Pharr, TX 78577	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: CNA-American Casualty Co Of Reading, PA — 20427 INSURER B: Hartford Underwriters Insurance Company — 30104 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	2066374566.	11/22/2013	11/22/2014	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 $ 10,000 $ 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)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	3003921289	07/02/2014	11/22/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			72-WEC GY 880	10/16/2013	10/16/2014	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is also Additional Insured and Waiver of Subrogation applies in this event.
Should any of the above described policies be cancelled before the expiration date a 30 day notice will be delivered.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/28/2014

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

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PRODUCER	CONTACT NAME: Timothy Esler
Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	PHONE (A/C, No, Ext): (201) 262-1200 FAX (A/C, No): (201) 262-7810 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443-
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Millennium Engineers Group, Inc.
705 Dawson Drive
PO Box 4569
Edinburg TX 78539

COVERAGES **CERTIFICATE NUMBER:** Master 13-14 **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? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			MCH28 836 48 72	12/12/2013	12/12/2014	Per Claim Limit	$1,000,000
							Annual Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business 281
Edinburg, Texas 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

Timothy Esler/DEBBIE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/28/2014

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PRODUCER STATE FARM INSURANCE ROBERT ELIZALDE, AGENT StateFarm 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: ILIANA PEREZ PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810 E-MAIL ADDRESS: ILIANA@ROBERTELIZALDE.COM
INSURED MILLENNIUM ENGINEERS GROUP, INC PO BOX 4569 EDINBURG, TX 78540	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG $
							$
A	AUTOMOBILE LIABILITY		Y	159 6511-A19-53K	01/19/2014	01/19/2015	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000
	ANY AUTO						BODILY INJURY (Per person) $
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE $
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $
	DED RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y/N / N/A						E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2008 FORD RANGER 1FTYR10D48PA62344
2008 FORD RANGER 1FTYR10D38PA92175
2010 FORD RANGER 1FTKR1AD0APA22160
2011 FORD RANGER 1FTKR1ADXBPA02368

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S BUSINESS 281
EDINBURG, TX 78539

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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AI-45890 **Purchasing Department** **24. B. 2.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Comm. AC Cuellar, HC Pct. #1 **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of **Work Authorization No. 2** in connection to **Contract #C-13-243-08-27** with **Millennium Engineers Group, Inc.** in the amount of **$6,137.50** through assigned requisition #261139 for the provision of "Construction Materials Testing Services" for the **Whalen Road (Bus. 83 to Moore Road)** project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 1342-431-00-121-115-0-731

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

BUDGETARY IMPACT:

Funding available pending CC approval of AI-45742.

Attachments

Work Authorization No. 2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/06/2014 05:36 PM
Budget & Management	Debbie Tamez	08/07/2014 10:38 AM
Glinda Pacheco	Glinda Pacheco	08/08/2014 10:23 AM
Auditor's Office	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Vangie Garcia Started On: 08/06/2014 03:43 PM

Final Approval Date: 08/08/2014

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-13-243-08-27

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Edinburg, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Whalen Road (Bus. 83 to Moore Road) project.

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 Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $**6,137.50**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. 4-1342-431-00-121-115-0-731
Requisition Number 261139 (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No.** 2

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2014.

THE LABORATORY:	**THE OWNER:**
MILLENNIUM ENGINEERS GROUP, INC.	**HIDALGO COUNTY**
_____	_____
By: Raul Palma, President	**By: Ramon Garcia, County Judge**

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A
-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, "ON A AS NEEDED BASIS" and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Construction Materials Testing Services
MEG Proposal No.: 01-14-181M
July 14, 2014

☒SOILS

Task	Qty.	Unit Rate	Estimated Cost
Field testing & observation (hourly)	32.5	41.00	1,332.50
Standard Proctor (each)	3	175.00	525.00
Atterberg Limits (each)		61.00	
Nuclear Density tests (each)	26	22.00	572.00
Vehicle trips (each)	13	37.00	481.00
Sieve Analysis (each)		55.00	
Wet Ball Mill (each)		185.00	
Sub-Total (Soils)			2,910.50

☐CONCRETE

Task	Qty.	Unit Rate	Estimated Cost
Concrete testing & sample pickup (hourly)			
Compressive Strength Tests (each)			
Vehicle trips (each)			
Air Content (each)			
Sub-Total (Concrete)			

☐MASONRY

Task	Qty.	Unit Rate	Estimated Cost
Masonry testing & observation (hourly)			
Mortar compressive strength tests (each)			
Grout compressive strength tests (each)			
Vehicle Trips (each)			
Sub-Total (Masonry)			

☐STRUCTURAL STEEL

Task	Qty.	Unit Rate	Estimated Cost
Certified Welding Inspection (hourly)			
Vehicle Trips (each)			
Sub-Total (Structural)			

☒ASPHALT

Task	Qty.	Unit Rate	Estimated Cost
Asphalt testing & observation (hourly)	12	44.00	528.00
Extraction & Gradation, percent asphalt (each)		225.00	
Theoretical maximum specific gravity of mixtures (each)		60.00	
Lab Density (each)		65.00	
Nuclear Density Tests (each)		22.00	
Coring Rig (each)	2	75.00	150.00
Asphalt Cores (each)	13	60.00	780.00
Asphalt Core Density (each)		40.00	
Vehicle trips (each)	2	37.00	74.00
Sub-Total (Asphalt)			1,532.00

☒PROJECT MANAGEMENT AND ADMINISTATION

Task	Qty.	Unit Rate	Estimated Cost
Test Report (each)	15	30.00	450.00
Project Engineer (hourly)	3.75	105.00	393.75
Project Management (hourly)	3.75	67.00	251.25
Clerical (hourly)	15	40.00	600.00
Sub-Total (Mgmt. & Admin.)			1,695.00

Total Estimated Cost **$6,137.50**

The following assumptions were used in preparing the proposal:

- MEG's proposal is dependent on the duration of construction days and additional compensation may be required if the construction sequence is slower or faster than typical construction.
- MEG's proposal is dependent on the construction sequence that is used by the General Contractor. Estimated quantities herein are based on the most efficient scheduling the General Contractor can use to combine our services when applicable. Standby time, weather, and cancellations have not been factored into the proposal.
- The Contractors on the site will work a single shift, on a 5 days per week schedule.
- Construction Material Testing Services will be scheduled with 24 hours notice.
- Services provided outside of regular business hours as outlined in the *Provisions* section of this proposal, or services provided on Saturday, Sunday, or Holidays will be invoiced at 1.3 times the applicable unit rate.

AI-45938 **Purchasing Department 24. C. 1.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Comm. H Palacios, HC-Pct. 2 **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional architectural services providers for the design & construction of a new county wide shop located in Pct No. 2;

Totals	Alcocer Garcia Associates Inc.	ROFA Architects	ERO Architects
scores	93	96	97
ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for professional architectural services for the design and construction of a new county wide shop located in Pct No. 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:**

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

BUDGETARY IMPACT:

To be funded via proposed CO issuance.

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/08/2014 03:33 PM
Budget & Management	Debbie Tamez	08/08/2014 04:05 PM
Glinda Pacheco	Glinda Pacheco	08/08/2014 04:37 PM
Auditor's Office	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Nielda Cavazos Started On: 08/08/2014 02:23 PM

Final Approval Date: 08/08/2014

HIDALGO COUNTY PRECINCT NO 2

FOR

Architects Services

(New Countywide Shop)

Scoring & Evaluation GRID

Architects Services

Evaluator	Alcocer Garcia Associates, Inc	ROFA Architects	ERO Architects
Score	93	96	97
RANKING			

*Scoring & Evaluation was completed by Pct No 2 *

AI-45550 **Purchasing Department** **24. C. 2.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Comm. Tito Palacios-HC-Pct.2 **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole responsible bid received as detailed in tabulation sheet contained herein (and meeting all specifications and/or requirements) for the purpose of award and approval of contract for: Request for Bid titled: Hidalgo County Precinct No. 2-"Hauling Services for all Road Materials" through project No.: 2014-108-07-09-MEG.

BACKGROUND

1. Contract will commence on August 14, 2014
2. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-006-0-346

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

BUDGETARY IMPACT:

Precinct 2 - $ 5,348.08 as of 07/24/14 project will be on an "As needed basis"

Attachments

Recommendation, tab , participation log

Service Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/23/2014 03:58 PM
Budget & Management	Debbie Tamez	07/23/2014 04:58 PM
Glinda Pacheco	Glinda Pacheco	07/25/2014 02:49 PM
Auditor's Office	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Sandy Suarez Started On: 07/16/2014 02:46 PM

Final Approval Date: 08/08/2014

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: **Hector "Tito" Palacios, Commissioner**
Hidalgo County Precinct No. 2

ATTN: Ricardo Cuellar/ Ericka Zamora

FROM: Elena Gomez, Buyer II / Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE:

RE: **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST**
Bid No. 2014-108-07-09-Hidalgo County -"Hauling Services for all Road Materials"

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than July 14, 2014 @10:00 A.M. in order to place this item on the agenda for next proposed Commissioners Court Meeting,**

Indicate the name of the Vendor(s) in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS:
Account varies based on road project.
Budget Acct No.: 4-1200-431-00-122-0006-0-346

Ricardo Cuellar	Ricardo Cuellar	R&B	7/15/14
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Precinct No. 2

DESCRIPTION OF BID: Hauling Services for All Road Material

BID NO.: 2014-108-07-09-MEG | **BUYER: Elena Gomez**

BID OPENING DATE: July 09, 2014 | **TIME: 9:30 A.M.**

Location of Plant Listed vendors are subject to be changed upon contract expiration:			PARTICIPATING VENDOR ROY'S HAULING SERVICE, INC. (Sole Bidder)		
DESCRIPTION OF MATERIALS	**NAME OF PITS**		**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
COLD MIX Frontera Materials	La Joya Plant		9.75	75%	7.32
TYPE D HOT MIX-GRAVEL Frontera Materials	Lay Joya Plant		9.75	75%	7.32
	Progresso Plant		9.75	75%	7.32
TYPE D HOT MIX-LIMESTONE Frontera Materials	Lay Joya Plant		9.75	75%	7.32
	Progresso Plant		9.75	75%	7.32
CRUSHED CALICHE	Frontera Materials	490 pit	6.00	75%	4.50
	Martin Marietta	Jericho Pit	6.45	75%	4.84
No of Hauling Trucks: 10 No. of Tandem Trucks: 6 (Not required for Caliche, as per Specs)					

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

BID OPENING DATE: July 09, 2014 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY PRECINCT NO 2- HAULING SERVICES FOR ALL ROAD MATERIALS"

BID NO.: 2014-108-07-09-MEG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. ROY'S HAULING SERVICE, INC. Attn: Roy Balderas Jr. royshaulinginc@aol.com	Email	Elena Gomez	06/24/14	P.O. BOX 1896 EDINBURG, TX 78540 office-956-383-2206 fax-956-383-2569 mobile-956-239-2359
2. ORTIZ DUMP TRUCK SERVICES Attn: Arturo Ortiz Superslick4949@aol.com	Email	Elena Gomez	06/24/14	906 Princeton Drive Mission, Tx 78572 Cell-956-321-5015
3. UNIVERSAL TRUCKERS INC. Attn: Bernardo Saenz Bernardosaenz95@yahoo.com	Email	Elena Gomez	06/24/14	1052 Esperanza St. Alamo, TX 78516 C# 956-650-0673
4. TRES PALACIOS, DIRT, SAND & GRAVEL Attn: Michael Palacios evpharr@aol.com	Email	Elena Gomez	06/24/14	1899 N. Cage Pharr, Texas 78577 (956)787-9920-office (956)781-0533-fax cell#: (956)904-6558
5. INTERNATIONAL MATERIALS Attn: Javier Garza internationalmats@att.net	Email	Elena Gomez	06/24/14	3408 N. Conway Ave. Mission, Tx 78574 Office-956-240-1423 Fax -956-584-3206
6. TREV-CORT TRUCKING INC. Attn: Candido Trevino or Lizbeth Guerra trevcort@gmail.com	Email	Elena Gomez	06/24/14	P.O. BOX 476 Alamo, Tx 78516 Office- 787-7878 Fax- 956-787-7868 Cell -956-534-4695 Candido Cell -793-2943 Lizbeth Guerra
7. CORTEZ TRUCKING Iris Cortez tvsicortez@hotmail.com	Email	Darlene Betancourt	06-24-14	Iris Cortez 956-309-5104
8. Prime Vendor, Inc. Work41@prime-vendor.com	Email	Elena Gomez	06-26-14	4622 Cedar Ave. Suite 124 Wilmington, NC 28403 Phone: 800-746-9554 Fax: 800-746-8307
9. Villa Trucking and Hauling Audrey Villa Audrey.villa@gmail.com	Email	Elena Gomez	06-26-14	3400 E Walker Rd, Donna, TX 78537 PH 956-463-3171
10. TFR Enterprises, Inc. Tiffany Wilkes tiffanyw@tfrinc.com	Email	Elena Gomez	06-30-14	601 Leander Drive Leander, Texas 78641 www.tfrinc.com P: 512-260-3322 ext 200 F: 512-528-1942 M: 512-565-0710

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-108-08-12

THIS CONTRACT is made and entered into this **12th** day of **August**, **2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Roy's Hauling Services, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services for All Road Materials"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Company's Bid attached hereto as Exhibit "B" (the "Bid Page"), both such exhibits incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 2**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **August 14, 2014** and ending on **August 13, 2015** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **Edinburg, Texas 78539**
If to Company:	**Roy's Hauling Service, Inc.** **Attn: Roy Balderas Jr., Vice-President**

PO Box 1896
Edinburg, Texas 78540

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

18. **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 the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this 12th day of August, 2014.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____

EXHIBIT "A"

REQUEST FOR BID (RFB)
PORCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

June 23, 2014

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 2**
Request for Bids -**"HAULING SERVICES FOR ALL ROAD MATERIALS"**
Bid No: 2014-108-07-09-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY PRECINCT 2

"Hauling Service for all Road Materials"

RFB NO: 2014-108-07-09-MEG

Commodity Code: 962-39

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	3
4.	Exhibit B, Bid Page	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E & E-1, List of Trucks & Driver Information	2
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	Draft Requirements Agreement	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

June 23, 2014
Date

Bid No.: 2014-108-07-09-MEG	Buyer II: Elena Gomez	Tele. No: (956)318-2626 ext 4855

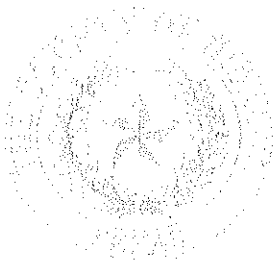
REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"

BID OPENING DATE: JULY 09, 2014 @ 9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626



Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 2 – HAULING SERVICES FOR ALL ROAD MATERIALS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2014-108-07-09-MEG HIDALGO COUNTY PRECINCT NO. 2- HAULING SERVICES FOR ALL ROAD MATERIALS"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, JULY 09, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANYRFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No. - 2014-108-07-09-MEG HIDALGO COUNTY PRECINCT NO. 2-HAULING SERVICES FOR ALL ROAD MATERIALS".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT NO. 2-HAULING SERVICES FOR ALL ROAD MATERIALS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on the invoice.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Attn: Yolanda Cisneros
Hidalgo County Precinct No. 2
300 W. Hall Acres
Pharr, Tx 78577
(956) 787-1891

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	**JULY 09, 2014**
Award of Contract	2014
Commence Work or Deliver Products	2014

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any

decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked

up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchase any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Hidalgo County Precinct No. 2
"Hauling Services for All Road Materials"
Bid No.: 2014-108-07-09-MEG

SPECIFICATIONS/REQUIREMENTS

It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 2 area and will be awarded on a **per ton basis**. Hauling services will be requested on an "**as needed basis**" by the Precinct.

Road materials (i.e. crushed caliche, pit run caliche, caliche gravel, hot mix, and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendors stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded hauler(s) will be advised.

Location of current pits and plants are as follows:

Cold Mix –

- Frontera Materials-- La Joya Plant 4 miles N of US 83 on FM 2221

Type D Hot Mix - Gravel-

- Frontera Materials - La Joya Plant & Progresso Plant Military Hwy & FM 1015

Type D Hot Mix – Limestone –

- Frontera Materials – La Joya Plant & Progresso Plant Military Hwy & FM 1015

Crushed Caliche –

- Frontera Materials- 490 Pit- 4.5 Miles West of US 281 on FM 490
- Martin Marietta 2 miles S of Intersection FM 1017 & FM 3250
  Jericho Pitt Linn, TX

1. Bid price must be on a **per ton basis.**

2. Hauling services for Precinct No. 2 will be done by Precinct No. 2 forces along with awarded vendor, when required.

3. Hidalgo County is requesting the minimum of **ten (10) vendor owned hauling trucks** and **six (6) vendor owned tandem trucks (end dump) for the delivery of Hot mix material.** (Proof of ownership (title) shall be furnished along with your bid) and to be available on an "as needed basis" with a minimum of twenty-two tons per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit "E".

4. Bidders will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Exhibit "E1" upon award.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

TERMS & CONDITIONS

1. The bid price will be for the duration of one (1) year with the County's sole discretion to extend for an additional one (1) year term under the same rates and conditions.

2. Hidalgo County Precinct No. 2 reserves the right to continue this bid for an additional sixty 60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. **Bid Award:** Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

6. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, giving due consideration to the location of the pit from the area of the precinct where the "Hauling Services" is to be transported.

7. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/ or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

8. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

9. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

10. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.

11. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement or qualifications be addressed to Martha L. Salazar, CPPB/ Purchasing Agent, Attention: Elena Gomez at 2812 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or email to elena.gomez@co.hidalgo.tx.us by no later than, **Monday June 30, 2014 at 5:00 P.M.**, at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile or via e-mail by no later than **Thursday July 03, 2014 at 5:00 P.M**

EXHIBIT "B"

BID PAGE

Hidalgo County Precinct No. 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

Bid No. **2014-108-07-09-MEG**

Commodity Code: 962-39

PART- I

Award will be based on the ***lowest bid per ton*** meeting all required specifications.

** SAMPLE:		$ 3.00	25%	.75
Location of Plant Listed vendors are subject to be changed upon contract expiration:	**NAME OF PIT**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
COLD MIX Frontera Materials	**La Joya Plant**			
TYPE D HOT MIX-Gravel Frontera Materials	**La Joya Plant**			
	Progresso Plant			
TYPE D HOT MIX-Limestone	**La Joya Plant**			
Frontera Materials	**Progresso Plant**			
CRUSHED CALICHE Frontera Materials	**490 Pit**			
Martin Marietta	**Jericho Pit**			

PART- II

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **July 03, 2014**. For each 10% ease) in the OPIS Index of **July 03, 2014** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid

Acknowledgment and agreement to Bid Price Adjustment PART I & II for the term of the contract including any grace period extension.

Bidder/Vendor Name	Authorized Signature	Date
Mailing/Business Address	City/State/Zip Code	Phone Number

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS PAGE MUST BE SUBMITTED WITH BID)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

(THIS PAGE MUST BE SUBMITTED WITH BID)

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

(Copy of receipt and this form must be submitted with bid)

EXHIBIT "E"

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2014-108-07-09-MEG

Hidalgo County Precinct No.2 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

TANDEM TRUCKS

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

EXHIBIT "E-1 "

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2014-108-07-09-MEG

Supplemental Hauling Data Sheet
DRIVER'S INFORMATION

COPIES OF CERTIFIED DRIVERS LICENSE NO. FOR EACH DRIVER MUST BE SUBMITTED WITH THIS BID.

NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NO.	TRUCK/UNIT NO.

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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 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.:**

(THIS PAGE MUST BE SUBMITTED WITH BID)

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:

(THIS PAGE MUST BE SUBMITTED WITH BID)

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 "B"

BID PAGE

EXHIBIT "B"

BID PAGE

Hidalgo County Precinct No. 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

Bid No. **2014-108-07-09-MEG**

Commodity Code: 962-39

OPENED 1:14 a.m. WITNESSED

PART- I

Award will be based on the ***lowest bid per ton*** meeting all required specifications.

** SAMPLE:		$ 3.00	25%	.75
Location of Plant Listed vendors are subject to be changed upon contract expiration:	**NAME OF PIT**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
COLD MIX				
Frontera Materials	**La Joya Plant**	9.75	75%	7.32
TYPE D HOT MIX-Gravel	**La Joya Plant**	9.75	75%	7.32
Frontera Materials	**Progresso Plant**	9.75	75%	7.32
TYPE D HOT MIX-Limestone	**La Joya Plant**	9.75	75%	7.32
Frontera Materials	**Progresso Plant**	9.75	75%	7.32
CRUSHED CALICHE	**490 Pit**	6.00	75%	4.50
Frontera Materials				
Martin Marietta	**Jericho Pit**	6.45	75%	4.84

PART- II

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **July 03, 2014**. For each 10% ease) in the OPIS Index of **July 03, 2014** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid

Acknowledgment and agreement to Bid Price Adjustment PART I & II for the term of the contract including any grace period extension.

Roy's Hauling Service, Inc.		07/08/2014
Bidder/Vendor Name	Authorized Signature	Date
P.O. Box 1896	Edinburg, Texas 78540	956.383.2206
Mailing/Business Address	City/State/Zip Code	Phone Number

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/30/2013

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: DAVID D. SALAZAR JR	
956-383-3332 956-720-0257 SILVERHORN INSURANCE GROUP 200 N 12TH ST SUITE 102 EDINBURG, TX 78541		PHONE (A/C, No, Ext): 956-383-3332 FAX (A/C, No): 956-720-0257 E-MAIL ADDRESS: DAVID@SILVERHORNINSURANCE.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 956-239-2359 ROY'S HAULING PO BOX 1896 Edinburg, TX 78540		INSURER A: TEXAS MUTUAL INS.	
		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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☑ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	TSF-0001257473	8/31/2013	8/31/2014	WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 100000.00
							E.L. DISEASE - EA EMPLOYEE	$ 100000.00
							E.L. DISEASE - POLICY LIMIT	$ 500000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
COUNTY OF HIDALGO 2802 S. BUSINESS HWY 281 EDINBURG,TX 78539	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 David D. Salazar Jr

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/22/2014

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:
South Texas Solutions (956)343-2206 P.O. Box 1416 Edinburg, Texas 78540	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	
Roy's Hauling Service P.O. Box 1696 Edinburg, Texas 78540	

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			JOIDX-S	04/21/2014	04/21/2015	EACH OCCURRENCE	$ 1,000,000.00
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000.00
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$ 5,000.00
							PERSONAL & ADV INJURY	$ 1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000.00
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000.00
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							
	UMBRELLA LIAB						EACH OCCURRENCE	$
	OCCUR						AGGREGATE	$
	EXCESS LIAB							$
	CLAIMS-MADE							
	DED RETENTION $							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
COUNTY OF HIDALGO 2802 S. BUSINESS 281 EDINBURG, TEXAS 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/02/2014

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

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

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Praetorian Insurance Company	37257
INSURED Roy's Hauling Service, Inc. P O BOX 1896 Edinburg, TX 78539	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: W149799 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							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS			PICTX0002409	08/20/2013	08/20/2014	BODILY INJURY (Per accident)	$
	[X] 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	Auto Physical Damage			PICTX0002409	08/20/2013	08/20/2014	Comp Ded $1,000 Coll Ded $1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Vehicles:
1. 1998, INTERNATIONAL, TRUCK, 2HSPHAER3WC044857
2. 1999, INTERNATIONAL, TRUCK, 2HSPHAER0XC066851
3. 2000, PETERBILT, TRUCK TRACTOR, 1XPCDU9X5YD493173
4. 2000, PETERBILT, TRUCK TRACTOR, 1XPCDU9X7YD493207

CERTIFICATE HOLDER

County of Hidalgo
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian C. Fenske

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis of Texas, Inc.	Roy's Hauling Service, Inc. P O BOX 1095 Edinburg, TX 78539
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

5. 2006, PETERBILT, TRUCK TRACTOR, 1XPEDB9X76D639700
6. 2006, PETERBILT, TRUCK TRACTOR, 1XPEDB9X06D639702
7. 2009, PETERBILT, TRUCK TRACTOR, 1XPCDU9X4RD483178
8. 2009, PETERBILT, TRUCK TRACTOR, 1XPCDU9X5YD483206
9. 2012, CTS, TRAILER, 5TU11402OCS000639
10. 2012, CTS, TRAILER, 5TU11402SCS000638
11. 2006, CTS, TRAILER, 1C911402065770071
12. 2006, CTS, TRAILER, 1C911402365770887
13. 1999, CPS, TRAILER, 4E4111623XP001967
14. 2001, CTS, TRAILER, 5TU1432297S000345
15. 2000, CPS, TRAILER, 4E4515425YP002690
16. 1999, CPS, TRAILER, 4E4S15423XP002244
17. 2012, EAGER BEAVER, TRAILER, 112SD5523CL076418
18. 2003, UTILITY, TRAILER, 1UYVS25393M034607
19. 2000, CTS, Trailer, 1C9114029YF770069
20. 2000, INTERNATIONAL, TRUCK, 2HSFTAER9YC037945
21. 2000, INTERNATIONAL, TRUCK, 2HSFTAER0YC037950

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RE: Hauling Services-Pct 2

From : Steve Crain <scrain@atlashall.com> Thu, Jul 24, 2014 02:57 PM

Subject : RE: Hauling Services-Pct 2

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The contract is fine.

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, July 24, 2014 2:31 PM
To: Steve Crain
Subject: Hauling Services-Pct 2

Mr. Crain:

Can you please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

----- Forwarded Message -----
From: purchasing@co.hidalgo.tx.us
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>, "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
Sent: Wednesday, July 23, 2014 3:16:59 PM
Subject: Message from "RNP00267387E6A6"

This E-mail was sent from "RNP00267387E6A6" (MP C4503).

Scan Date: 07.23.2014 16:16:53 (-0400)
Queries to: purchasing@co.hidalgo.tx.us

AI-45700 **Purchasing Department 24. C. 3.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Comm. Tito Palacios-HC-Pct.2 **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval by contracted engineer, TEDSI Infrastructure, to utilize allowances (Environmental Documentation Allowance and Public Involvement Allowance) as stated and approved on Work Authorization No. 3, in connection with "Dicker Road Improvement." C-12-119-07-31

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1315-431-00-122-062-0-841

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

BUDGETARY IMPACT:

PO 701988 available balance as of 8-5-14 $781,917.63

Attachments

Contract & Work Authorization NO. 3

letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/31/2014 11:27 AM
Budget & Management	Obdett Calzada	07/31/2014 02:18 PM
Manuel Chapa	Manuel Chapa	08/05/2014 01:37 PM
Auditor's Office	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Rocio Villarreal Started On: 07/25/2014 02:08 PM

Final Approval Date: 08/08/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-12-119-07-31

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and TEDSI Infrastructure Group, Inc.. Professional Engineers of **Mission, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services related to **"Dicker Road Improvements,"** hereinafter referred to as the **"Project"**.

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, Owner has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 2, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

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.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions 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 terminate on at the completion of services as defined in EXHIBIT "B", attached hereto.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 **Engineer** to begin work, during periods when work is suspended, or subsequent to 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. 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 judgment, 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 **Owner** in writing, In the event the **Owner** 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** finds 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. The **Engineer** shall use TxDOT unit prices to develop the estimate of probable construction cost. **Engineer** cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable estimate of construction cost prepared by **Engineer**. The **Owner** shall allow the **Engineer** to review the estimate of probable construction cost

immediately prior to advertising the **Project** for bids. The **Engineer** shall add to the estimate of probable construction cost a contingency amount agreed to by the **Owner** to update the estimate of probable construction cost. Notwithstanding any provision herein to the contrary, after the proposals, bids or construction cost are received from qualified bidders on the **Project**, the **Owner** may require changes in the final approved plans of the **Project** to enable the **Owner** to the reduce the **Project** construction cost. Upon request by the **Owner**, the **Engineer** shall determine the required revisions to the final approved plans that will reduce the **Project's** estimate of probable construction cost. Revisions that are determined to be major design changes to the previously approved final plans will be considered additional work by the Engineer. Minor revisions to the previously approved final plans will not be considered additional work. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. The reprinting, bidding and advertising for request for proposals of the modified final plans will be at the **Owner's** expense

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 **Engineer** 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 **Engineer** 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 **Engineer**, 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:	**Hidalgo County** **100 E. Cano, 2nd Floor** **Edinburg, Texas 78539**	**ENGINEER:**	TEDSI Infrastructure Group, Inc. **1201 E. Expressway 83** **Mission, Texas 78572**

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 _____, 2012.

ENGINEER:
TEDSI Infrastructure Group, Inc.

Jesse Salinas, CEO

OWNER:
HIDALGO COUNTY

Ramon Garcia, County Judge

Approved by Commissioners' Court on 7/31/12 RD

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: Stephen L. Crain

ATTACHMENTS:

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	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT A
Scope of Services to be provided by the Owner

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations.**

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the **Engineer** to begin work.
3) Payment for work performed by the **Engineer**.
4) Assistance to the **Engineer**, as necessary, to obtain required data and information from other local, regional, and state agencies that the **Engineer** cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the **Engineer**
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the **Engineers** request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
10) Advertise and award, as assisted and recommended by the **Engineer**, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the **Engineer**.
12) Review and approve monthly and final estimates, developed by the **Engineer**, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to **Engineer** where necessary and possible with **Owner** information/resources to ensure project is completed within timely/efficient basis.
14) Disseminate, mail or deliver mail-out flyer, public meeting agendas and handouts, maps, and other related project information to the public.
15) Providing professional court transcribing and translation service as and when required for the public meeting and/or public hearing.
16) Provide a hard copy and digital copy of court transcript from meetings.
17) Provide hard copy of all public input received from meetings.
18) Publish the notices in the local newspaper, arrange for, pay and provide a location for the public meeting and hearing to be held,
19) Provide a mailing list and copy, collate and mail letters to adjacent property owners, local governmental officials and others as necessary.

EXHIBIT B
Scope of Services to be provided by the Engineer

EXHIBIT "B"

Services to be Provided by the Engineer

The engineer shall provide the following engineer services required for the preparation of the plans, specification and estimate, and related documents for the above noted project. The Engineer shall maintain a direct line of communication and coordinate very closely with the Owner.

GENERAL MANAGEMENT/COORDINATION

1) The Engineer shall design, develop and prepare all documents in English units.
2) The Engineer shall develop/submit a work schedule with milestone activities and/or deliverables identified.
3) The Engineer shall utilize Microstation computer graphics system. Roadway design for the route study will be developed in GEOPAK.
4) The Engineer shall be required to meet with designated County's representatives, utility companies, adjacent and affected landowners as required for coordination during the development of the project.
5) The Engineer shall be required to prepare the minutes for any meeting as required for documentation purpose.
6) Right of Entry: It will be the responsibility of the Engineer to secure permission, short of litigation, to enter private property for purposes of survey, environmental and Engineering investigations. The Engineer will, at all times, contact the property owner prior to any entry onto the owner's property.
7) The Engineer shall perform quality control and assurance (QC/QA) on all deliverables associated with this project.
8) The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements.

ROUTE AND DESIGN STUDIES

1) Develop and assemble Preliminary Construction Cost Estimates.
2) Develop Roadway Design Criteria; prepare the Design Summary Report.
3) Attend and participate in the Design Concept Conference.
4) Design Schematic
   a) Develop a design schematic and submit for review.
   b) Revise schematic to incorporate comments
   c) Identify irrigation system impacted by proposed improvements. Show proposed location for relocation of irrigation systems impacted. Design and detailing of irrigation systems is not included in the scope of work.
5) Develop flexible pavement design report.
6) Assist in developing a public involvement plan and accomplish tasks as necessary to effectuate the plan
7) Identify existing right of way limits and locate all major utilities within the study limits.
8) Determine minimum ROW and easement requirements using the proposed typical sections and preliminary cross sections. Adjust the proposed typical sections to accommodate refinements in design of the proposed alternative. Such refinements may include widening of pavement for turn lanes, changes in side slopes to reduce ROW requirements, use of retaining walls to minimize ROW and environmental

impacts, addition of the proposed pavement design section, and other changes in the roadway typical sections.

9) The ENGINEER will provide an Engineering Summary Report outlining the various design alternatives considered with reasons for selection of the preferred alternative. All of the engineering analysis and methodology used in determining the preferred alternative will be documented in the report.
10) Development of level of service analysis, turning movement counts or traffic counts are not included in scope.

FIELD SURVEYING

1) Work shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors.
2) The Engineer shall provide all traffic control, labor and equipment for the Traffic Control Plan (TCP) while performing services under this work authorization. The Engineer's Surveyor shall comply with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices".
3) Project Control and Baseline (Set in location clear of proposed improvements)
   a) Establish Horizontal and Vertical Control Benchmarks by setting permanent benchmarks with an Aluminum disk on a 5/8" iron rod set in concrete, every 1000' throughout the limits of the project. Establish elevations on set points within the specifications of the TSPS Category 8. If applicable, NGS first order benchmarks shall be incorporated into the level loops utilizing the NAVD88 Datum elevations. Signed and Sealed, RPLS, control data sheets shall be created for the newly establish BMs and included in the deliverables.
   b) Stake existing centerline
      i) Set 2' #5 iron rods at every 1000 ft, at all angle points, PC's, PT's and all intersecting roadways. Center points to be set are every 1000 feet.
      ii) Reference all angle points, PC's, PT's, and at 1000 foot interval stations with iron pins on the right of way line (on both sides).
      iii) Stationing shall correspond with the design centerline. Stationing shall be painted at 500-foot stations on the pavement using traffic paint.
4) Obtain cross sections every 100 ft at whole stations. Cross sections to extend 10 ft outside of proposed right of way. Obtain additional survey information as necessary to accurate develop a digital terrain model (DTM).
5) Topographic Survey (All work will be to 10 foot outside of the proposed ROW)
   a) Obtain driveway cross sections. Cross sections to extend 10 ft outside of proposed right of way.
   b) Update Inventory public access, commercial, and private driveways by type (dirt, caliche, gravel, concrete or paved).
   c) Side Drains
      i) Obtain approximate roadway centerline station.
      ii) Obtain size, length, description of structure, and conditions.
      iii) Obtain F.L. elevations at both ends and offsets to driveway or turnout centerline.
      iv) Label descriptions (size and length) on each side drain.
6) Culverts:
   a) Obtain size of drainage structure, type, skewed angle, and material. Label and describe each structures (for example if it's an irrigation or drainage culvert) size and length.
   b) Locate and obtain inlet and outlet flow lines elevations at structures, top of headwall, aprons, edge of pavement, and center line.
   c) Obtain profile and cross sections of upstream and downstream ravines on man-made channels leading from and to the existing or proposed structure. These profiles and cross sections shall extend from inlet and outlet flow lines to distance of 500 ft. beyond the right of way or as directed by the Engineer.

d) Determine type of wingwall (i.e. flared wingwall, parallel, etc...) and safety end treatments (pipe runners, safety end treatments, barrier rail, etc. For barrier rail include type of end treatments, location, type, length, and height.
e) Obtain pictures of culverts barrels and outlet and inlet view to right of way line.

7) Fence, Mailboxes, and Sign Inventory:
   a) Locate and obtain mailboxes inventory (type-identify as single, double or multiple) for all mailboxes within R.O.W. and at all intersection locations. Include photographs.
   b) Locate and obtain sign inventory (type) for all signs within R.O.W. and at all intersection locations Include pictures.
8) Miscellaneous
   a) This item requires the surveyor to pick up any items that may be an obstruction for the proposed construction or may require special attention during the development of construction plans (ex: oil and gas on proposed right of way, etc.)
   b) ASCII files shall be provided to the State. These files shall be retrieved from GPS/Data Collector and shall be compatible with Microstation.
   c) Field books, containing all information gathered in the field, this information shall be to the surveyor's best knowledge, accurate and complete.
   d) Survey in miscellaneous items not indicated above that are within the existing and proposed right of way.

RIGHT OF WAY SURVEY

1) Utility (All work will be to 10 foot outside of the proposed ROW)
   a) The Engineer shall meet with Utility providers periodically to coordinate the work efforts and resolve any utility related problems. The Engineer shall prepare the minutes for these meetings and forwarded to the County. The Engineer shall address the following issues and any other items deemed necessary during the Utility Coordination meetings:
      i) Activities completed since last meeting
      ii) Problems encountered.
      iii) Late activities.
      iv) Activities required by the next progress meeting.
      v) Solutions for unresolved and/or anticipated problems.
      vi) Information or items required from other agencies/consultants.
   b) If a reimbursable utility relocation exists, the Engineer shall request conveyance documents from the utility provider.
   c) The Engineer shall notify the Utility companies in writing and request the following information in writing:
      i) Project letting date and request they relocate prior to letting.
      ii) Develop their relocation plan according to Utility Accommodation Policy Manual.
      iii) Forward their relocation plan to the Engineer.
      iv) Request in writing when relocation of utilities will be complete.
      v) Upon immediate completion of relocation, request they forward as-built plans to the County.
   d) The Engineer shall develop the typical sections, alignment, and preliminary cross sections addressing the utility location and shall forward these to the respective utility company.
   e) The Engineer shall update all files and plans based on the utility company responses.
   f) The Engineer shall identify all utility conflicts on the plans and prepare layouts and profiles of existing utility crossings showing conflicts of utilities with proposed improvements. The Engineer shall forward these layouts to the County and the utility companies. During design process, the Engineer shall field verify all visible utility conflicts.
   g) The Engineer shall verify the proposed relocation plan submitted by the Utility companies to assure

their design is according to Utility Accommodation Policy Manual. Upon the Engineer's review and concurrence with the proposed relocation plan, they shall forward their recommendation for approval to the State.

h) Contact "One Call" to request marking of underground utilities
i) Request existing utility information from local utility companies
j) The Engineer will perform any surveying necessary to for horizontal location of located, "Flagged", underground utilities and visible overhead utilities.
k) The Engineer will obtain measure downs on utilities as follows
    i) Top of key on gas line values
    ii) Top of key on water line values
    iii) Flowline, size of tie-ins and direction of flow for sanitary sewer manholes
    iv) Flowline, size pipe for irrigation systems
    v) Flowline and size of system for inverted siphons.
l) Subsurface Utility Engineering is not included in the scope of work.

2) Right of Way
    a) The Engineer shall stake all proposed right of way and drainage easement necessary for preparation and construction of this project as required to finalize the acquisition process and as required for utility relocations.
    b) Right of Way Map (NOT SEALED) Development – The Engineer will provide the Right of Way Maps in accordance with the TxDOT Checklist below:
        i) General
            (1) Graphics files will be in Microstation and Word software.
            (2) Photos of proposed ROW staking included.
            (3) Field notes and Parcel Plats are numbered continuous.
            (4) Scale shall be 1"=50' for 34" x 22" plans and 1"=100" for 11" x 17" plans
        ii) Title Sheet Requirements
            (1) Title and description of project including county, limits, etc.
            (2) Vicinity map with begin and end sta.
            (3) Equations and Exceptions
            (4) Index
            (5) Legend
            (6) Title block completely filled out with Construction and R.O.W. CSJs'
            (7) List all Major Utilities from Station to Station
        iii) Individual Map Sheet Requirements
            (1) Sheet size 34" X 22"
            (2) Text legible when reduced to half-scale.
            (3) Title block completely filled out with R.O.W. CSJ
            (4) Matchlines
            (5) Project layout sheet
        iv) Existing information:
            (1) R.O.W. lines
            (2) Whole property or whole property inset
            (3) Roadways
            (4) Survey, county, and city limit lines shown and labeled
            (5) Improvements shown and labeled (see below)
            (6) Monumentation i.e. P.C., P.T., Break Points
            (7) North arrow
            (8) Scale
            (9) Property lines

(10) Property descriptions i.e., lot, block, tract, subdivision, etc.
(11) Identify existing and proposed access denial locations (if applicable)

v) Proposed information:
(1) Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
(2) Survey and R.O.W. lines
(3) Basis of bearings
(4) Parcel bearings and distances correspond with traverse sheet
(5) Outside ties (P.O.C.) corresponds with field notes
(6) Point of beginning (P.O.B.) established on proposed R.O.W. line
(7) Parcel tied to baseline
(8) Baseline information shown i.e. Stationing, bearings, curve data, etc.
(9) Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
(10) Math checked on remainder

vi) Improvements:

vii) 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.

viii) Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

ix) Utilities:
(1) 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.
(2) Location of underground storage tanks and/or filler caps are shown and labeled

c) Field Notes
i) Heading
ii) County
iii) Highway
iv) Parcel number
v) R.O.W. CSJ
vi) Construction CSJ
vii) General Description or "preamble"
viii) 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
ix) Parent tract data is shown:
(1) Size of parent tract
(2) Survey data or lot, block, and subdivision
(3) Name of last recorded seller and buyer
(4) Date, volume and page or document number of last recorded conveyance
(5) Records and county of last recorded conveyance
x) Beginning Description
(1) Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
(2) Point of beginning is on proposed R.O.W. line
xi) Particular Description
(1) Traverse calls are clockwise sequence
(2) Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
(3) Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
(4) Calls are numbered
(5) Denial of access shall be described from beginning to end (if applicable)

xii) Closing Description
(1) Last call leads back to P.O.B.
(2) Restates area of parcel
(3) Establishes taking in existing road R.O.W. if applicable
(4) Legal description is referenced to Plat
(5) Sealed and signed
(6) Include an access clause whether access is permitted or denied (if applicable)
(7) Shows P.O.B. and P.O.C.
(8) All data corresponds exactly with Map and Field Notes
(9) Sheet size is no larger than 81/2" x 11"
(10) Plat closely matches example provided
(11) Plat referenced to legal description
(12) Sealed and signed
(13) Include an access clause whether access is permitted or denied (if applicable)

d) Traverse Sheet
i) Computations show area to be acquired in sq. ft. or acres, whichever is applicable
ii) Computations show area that is existing road R.O.W. if applicable
iii) Traverse calls are in clockwise sequence
iv) Error of closure meets the following:
(1) Secondary rural .0003
(2) Primary rural - secondary urban .0002
(3) Urban or industrial .00013

ENVIRONMENTAL ASSESSMENT

An Environmental Assessment (EA) will be prepared by the Engineer in accordance with applicable procedures of the State of Texas, and the requirements of the National Environmental Policy Act and Federal Highway Administration Technical Advisory 6640.8A. – As No significant environmental issues or impacts are expected for this project.

1) Document Need for and Purpose of the Project. This task will be based on existing roadway design elements and constraints, current and projected traffic volumes, traffic accident data, and proposed typical sections, schematics, and intersection configurations. As this data is developed, the information will be incorporated into appropriate EA sections describing the need for the project, the objectives and issues eliminated from further study. The project description section will include text and graphics illustrating the proposed project design.
2) Alternatives Analysis
a) This task will include text and graphics illustrating the different alternatives considered prior to selecting the preferred.
b) It will also describe the reasonable alternatives and those eliminated from further study.
3) Affected Environment and Environmental Consequences. For each of the categories listed below, the necessary background and field reconnaissance will be performed to include in the EA. Data will be provided on a regional scale, but will be specific to the project study area and alternatives that received primary consideration during the planning process. A study corridor will be identified which adequately provides the resource information used in the decision – making process and assist in determining which issues should be eliminated from further study.
a) Land Use and Public Facilities.
b) The effects of project alternatives will be characterized in light of land use trends, plans, and policies within the study area. This effort will entail close coordination with local and regional planning

bodies and will include an analysis of potential secondary effects of the proposed improvements. Potential effects on public and community facilities will also be identified and discussed.

c) Social Economic Impacts, Environmental Justice and Limited English Proficiency. As applicable, this task will address potential changes to local neighborhoods or communities and the effects on community cohesion relating to travel patterns, access, and public safety, particularly as those changes may differently affect various social groups and minorities. This information will include race/ethnicity, limited English proficiency, income, and other relevant data. The assessment will conform to FHWA guidance for compliance with Executive Order 12898, Environmental Justice. Project alternatives will also be evaluated with respect to potential effects on local economic development, secondary growth effects, tax revenues, public expenditures, employment and income, and access effects on local agricultural and commercial enterprises. The assessment will also address potential economic effects upon adjacent businesses due to changes in traffic patterns during and after construction.

d) Noise. The project noise assessment will inventory potential noise sensitive receptors. In accordance with TxDOT noise assessment guidelines, the existing alignment for the design year will be computer simulated, and future noise levels will be predicted at each of the sensitive receptors using the FHWA/TxDOT approved Traffic Noise Model (TNM).

e) Air Quality. Since the Average Annual Daily Traffic is expected to be below 140,000 vehicles per day, an air quality analysis will not be required, however, a mobile source air toxics (MSAT) qualitative analysis will be required. The qualitative analysis will include:
   i) Brief MSAT description and discussion of national trend data projecting substantial overall reductions in emissions due to stricter engine and fuel regulations issued by EPA;
   ii) Comparison of the expected effect of the project on traffic volumes, vehicle mix, or routing of traffic, and the associated assumed changes in MSATs;
   iii) An assessment of schools, licensed day cares, elder care facilities, and hospitals located within 100 and 500 meters of the ROW;
   iv) Discussion of information that is incomplete or unavailable for a project-specific assessment of MSAT impacts, in compliance with CEQ regulations (40 CFR 1502.22(b)); and
   v) Summary of current studies regarding the health impacts of MSATs, in compliance with 40 CFR 150.22(b);

f) Water Resources. The effort will reflect the requirements of the National Pollutant Discharge Elimination System (NPDES) storm water general permit program for construction activities and the anticipated project Storm Water Pollution Prevention Plan (SW3P), particularly with respect to potential mitigation benefits to be achieved through the SW3P. Additionally, the 100-year floodplain, as delineated by FEMA, will be identified and the impacts of the proposed project will be assessed. Flood management effects will also be addressed through coordination with the local flood management agency.

g) Wetlands and Waters of the U.S. The Engineer will perform jurisdictional identifications, including wetlands and evaluations in all areas potentially affected by the primary alternatives. If required, delineations of wetlands, approved jurisdictional determination forms and Individual Section 404 wetlands permit(s) and/or Nationwide Permit(s) requiring a Pre-discharge Notification or wetland mitigation planning will be added by supplemental agreement.

h) Ecological Resources. The Engineer will perform a characterization of project area ecological resources, including descriptions of vegetation, prime farmland and wildlife habitat resources. Ecologically sensitive resources, if any, will be identified and discussed in the EA. An assessment of the project area's potential to support federally threatened or endangered species will be conducted. This includes a data search of the Natural Diversity Database (NDD), an assessment of habitat in the project area for any listed species determined to be of potential occurrence and early coordination with the U.S. Fish and Wildlife Service. A list of all state and federally sensitive

species of potential occurrence in the project area will be provided in the EA. If required, any required threatened or endangered species presence/absence surveys would be added by supplemental agreement.

i) Archaeological Resources
   i) The archaeological investigations, the archaeologist will search site files and maps at the Texas Archeological Research Laboratory and the THC's Texas Archeological Sites Atlas on-line database for any previously recorded surveys and historic or prehistoric archaeological sites located in or near the proposed alignment. This will provide site and geographic information that will be essential to the discovery and interpretation of any undiscovered cultural resources along the proposed alignment. Because the project involves lands owned by a political subdivision of the state, any archaeological field investigations will require a Texas Antiquities Permit. The archaeologist will prepare a permit application and submit the THC.
   ii) Once the background review is completed and the permit is obtained, the archaeologist will conduct an archaeological survey of the project area. The field survey will consist of one archaeologist walking the entire proposed project area with particular focus on any new, undisturbed right-of-ways and previously recorded sites. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. During the survey, the archaeologist will be examining the ground surface and erosional profiles for cultural resources and excavating small shovel tests where appropriate to test for subsurface archaeological deposits or assess the geomorphic setting. Any discovered or previously documented sites will be document and plotted on USGS 7.5 minute topographic maps using hand-held Global Position System (GPS) units.
   iii) Once the field survey has been completed, the archaeologist will prepare a report of the investigations. The report will document previous investigations in the area, background cultural settings, the methodology used in the investigations, the presence and condition of any previously recorded sites revealed in the records review, the general nature of the survey area with respect to archaeological potential, and recommendations on the need for further work. Draft copies of the report will be submitted to the Engineer for review and comment. Once this has been accomplished, any appropriate edits will be made and a draft report will be submitted to TxDOT and the THC for review. The Texas Antiquities Code also requires that 20 copies of the final report be submitted once the project is completed. Additionally, text will be provided to incorporate into the EA.

j) Historical Resources
   i) For the historic portion of the project, a historian will conduct a literature review of the project area and present a research design to TxDOT-Environmental Affairs Division (ENV), as described in ENV guidance procedures regarding historic resource surveys. This review includes examination of files at THC to identify historic properties that have been previously listed in the NRHP, designated as Recorded Texas Historical Landmarks, and/or are included in the Texas Historic Sites Inventory or other available local historical surveys. The historical will also check other available archival sources, such as historic maps or aerial photographs, to locate previously unidentified potential historic resources in the project's area of potential effect. A historic literature review will also be conducted to establish appropriate historical and cultural contexts for the project area. This information will be compiled along with a survey methodology as part of the research design that will be submitted to ENV and the THC for final determination of the APE and approval for the project to proceed.
   ii) Following completion of the preliminary research tasks, two architectural historians will carry out a reconnaissance field survey of the proposed alignment to identify and record historic buildings, structures, and objects within the project's APE. The historians will plot the location

of each identified resource on a USGS (or similar) map, take photographs, obtain addresses, and gather physical data on the structure such as property type and subtype classifications, stylistic influences, construction dates, integrity issues and preliminary eligibility recommendations.

iii) Four copies of a summary reconnaissance report will be provided and will include the following:
   (1) A letter report containing an overview of the results of the reconnaissance survey. The letter report will describe the findings of the reconnaissance survey and recommend the need, if any, to conduct further survey efforts. The letter report will have sufficient detail and clarity to provide a basis for making determinations of NRHP eligibility.
   (2) Photographic documentation for each identified historic resource. At a minimum, this documentation will include an oblique view of the primary facade and a side elevation of each resource, with the subject filling the frame. All photographs will be 3.5-x-5-inch or 4-x6-inch color prints. All photographs will be well focused and clearly depict architectural and other details relevant to an evaluation of the resource's character-defining features. Photographs will be attached to separately labeled pages that clearly identify project name, address (or location) of resource, and site ID number.
   (3) An inventory of all identified resources provided in tabular form that lists their site ID numbers, locations, property and subtype classifications, stylistic influences, construction dates, integrity issues, and preliminary NRHP eligibility recommendations.
   (4) A map or maps showing the location of each identified historic resource labeled with its appropriate site ID number. Outbuildings and landscape features will be reported as subsets of the main site ID number for a property. The project APE, major street names, and other directional landmarks will be clearly indicated on the map. Maps will be based on aerial photographs, USGS 7.5-minute quadrangle topographic maps, or similarly detailed maps.
   (5) Proposed changes to the research design arising from the results of the reconnaissance survey, including contextual issues, comparative property information needs, data gaps, and other items necessary to finalize the evaluation and documentation phases of the project.

k) Recreational Resources. The assessment will include a review of the applicability of Section 4(f) of the DOT Act. A Section 4(f) Evaluation, should one be required, will be added as a supplemental agreement.

l) Hazardous Materials. An electronic search of potential hazardous materials sites will be conducted followed by reconnaissance-level field investigations to verify the location of potential sites and collect additional preliminary information. If required, a Phase I Environmental Site Assessments will be added by supplemental agreement. Information will be incorporated into the EA, along with a discussion of potential impacts, based on the best available information.

m) Indirect and Cumulative Impacts. The Engineer will identify indirect and cumulative impacts in accordance with the requirements of FHWA Technical Advisory T 6640.8A (1987), Report 466: Desk Reference for Estimating the Indirect Effects of Proposed Transportation Projects (National Cooperative Highway Research Program 2002), TxDOT Guidance on Preparing Indirect and Cumulative Impact Analyses (2006), and related guidance from FHWA and TxDOT.

n) Identify Corridor Issues and Field Investigations. The Engineer will perform collect, research, review and assemble available environmental data and review various maps. The Engineer will perform site visits to identify environmental constraints including land use, socioeconomic issues, wetlands and other waters of the U.S., recreational issues (Section 4[f]), industrial waste issues, and ecological resources. If necessary, any threatened or endangered species presence/absence surveys or wetland delineation will be added by supplemental agreement.

o) Graphics. The Engineer will prepare base maps for field use, stakeholder and public meeting presentation graphics, and final EA graphics using digital aerial photography. Screening graphics will be developed for each resource constraint category appropriate for the project. Alternatives will be mapped and each resource category quantified to provide the objective basis for the alternatives

analysis. Report graphics will be prepared as needed to show the potential impacts of the proposed action on various resources and how these impacts may be minimized and/or avoided through the EA process.

4) Report Preparations. The EA document will comply in all respects with the NEPA and the guidelines of TxDOT and the FHWA for preparing environmental documents. The analysis will address the adverse and beneficial impacts of project construction and operation, and will also include indirect and cumulative impacts. The impact analysis will be organized to facilitate equivalent comparisons of alternatives, employing charts, tables, maps, and matrices as appropriate. Generalized preliminary mitigation options will be emphasized where adverse impacts may potentially occur. The Engineer will submit the EA document in accordance with the provisions in Phase II.
5) Public Involvement
   a) Draft and advertise project Public Notices (English and Spanish) in accordance with the standards set forth by the Texas Department of Transportation public hearing requirements to provide effective notification procedures for project events and meetings that will heighten overall public participation.
   b) Design and develop project support materials (English and Spanish}, including mail-out flyer, public meeting agendas and handouts, maps, and other related project information, for public dissemination. Owner to be responsible for disseminating provided material.
   c) Provide coordination of professional transcribing and translation services for Public Meetings and/or Public Hearings. Additionally, the Engineer will provide technical support and assistance at one mock meeting and one public hearing. Upon receipt of the transcripts the Engineer will prepare the Summary and Analysis for submittal to TxDOT. Owner is responsible for providing professional transcribing and translation service.
   d) Hidalgo County will publish the notices in the local newspaper, arrange for, pay and provide a location for the public meeting and hearing to be held, will provide a mailing list and copy, collate and mail letters to adjacent property owners, local governmental officials and others as necessary.
   e) Agency Coordination: As part of the proposed effort, the Engineer intends to communicate with local, state, and federal agencies and organizations regarding project compliance with applicable environmental approvals, including the regulatory programs. These entities include:
      i) Local, county and municipal government agencies
      ii) U.S. Army Corps of Engineers regarding jurisdictional determinations, if necessary
      iii) U.S. Fish & Wildlife Service regarding federally threatened or endangered species
      iv) Federal Emergency Management Agency and local flood management agency regarding NFIP compliance, if necessary.
      v) Texas Parks & Wildlife Department (TPWD) regarding area parks, wildlife refuges, state-listed endangered species, and compliance with TxDOT/TPWD Memorandum of Understanding and request for data from the Natural Diversity Database
      vi) Texas Commission on Environmental Quality (TCEQ) regarding hazardous materials and groundwater protection compliance with TxDOT/TCEQ Memorandum of Understanding.
6) All correspondence will be preserved for inclusion in the EA document; telephone or in-person discussions with agency officials will be logged as part of the project file.
7) Assumptions Used to Derive the Proposed Scope of Services:
   a) All investigations will be conducted based on existing literature and mapped data, aerial photographic interpretation, interactions with local and regional experts, and field reconnaissance. If necessary for specific site investigations, access to private property will be the responsibility of the Engineer.
   b) The Engineer team assumes an EA that leads to the issuance of a Finding of No Significant Impact will fulfill the NEPA requirements for this project (as opposed to an Environmental Impact Statement). Additional work beyond EA will be added by supplemental agreement.

c) Any technical studies required as a result of modifications in project design alignment, or alternatives submitted after submittal of the draft EA will added by supplemental agreement.
d) The Engineer assumes that requisite engineering information such as traffic data will be provided by the Pharr District of TxDOT in a timely manner. The draft EA will be submitted to County/TxDOT not less than 60 days after receiving final engineering information, including diagrams for all alternative alignments or design options to be addressed in the EA.
e) The Engineer will prepare a scoping letter for distribution to resource and public agencies. This letter will also include minutes of the meetings with City/County officials, and Public Hearing.
f) This scope and fee is based on the current standards of practice for environmental documents developed for Texas Department of Transportation as of the date of signature of this Agreement. Modifications to submitted document required by subsequent changes to the standards of practice are additional services. Additional services will be added by supplemental agreement.

PLAN, SPECIFICATIONS AND ESTIMATE SERVICES

1) The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual. The location of project should depict the entire project with beginning and ending (Station Numbers/Reference Markers) for each noted CSJ. Mapping landmarks (side streets, creeks, etc.) along with North Arrow and a scale should be shown to help relate the physical location of the project.
2) The Engineer shall use the Design Speed, the Funding Category, Average Daily Traffic, ADT, Roadway Classification, Location Type, and the appropriate Design Criteria to develop the typical sections as set forth in the Roadway Design Manual, PS&E Preparation Manual and other deemed necessary State approved manuals to prepare and submit the work under this task. The existing typical section should be shown with current roadway (pavement, right of way, etc.) characteristics. The proposed typical sections should be shown below the existing typical section with all related pertinent (pavement, right of way, etc.) information for the proposed roadway construction.
3) For Roadway, Bridge and Traffic quantities, the Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. All summaries shall be consolidated per CSJ, City or County participation, etc. Any quantities shown "For Contractor Information Only" should be shown as such.

TRAFFIC CONTROL PLANS (TCP)

1) The Engineer will develop a conceptual traffic control plan (TCP), roll plot, and narrative. These information will be submitted to the County and TxDOT for review. The Engineer shall make a presentation to the District Traffic Control Safety Review Committee to obtain approval of the TCP prior to development of plan sheets. Modifications requested by TxDOT or County after approval will be consider additional work and be added by supplemental agreement.
2) The Engineer shall notify the State if they plan on requesting a speed reduction at the work zones. The Engineer shall prepare the request form using the latest approved Strip Map within the project limits in conjunction with the Traffic Standards for this request. If the project limits is within the city limits, the request shall be coordinated with the State and the local municipality at the early design process.
3) The Engineer shall provide the State with a hardcopy and accompanying electronic file of a schedule and Critical Path Method for project duration for each phase of construction using SureTrack software
4) The Engineer shall describe the type of work to be performed for each phase of sequence of construction and any special instructions (ex: storm sewer, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
5) The Engineer shall include the work limits, the location of channelizing devices, positive barrier, location & direction of traffic, work area, stations, pavement markings, and other information deemed

necessary for each phase of sequence of construction.

6) If Engineer determines that a standard is not applicable to address the entire project, then the Engineer shall prepare layouts for each respective phase of sequence of construction to illustrate any necessary additional construction details not covered by the Standards to address work limits for each sequence in stations, channelizing devices, barricades, positive barrier, tapers, buffer zones, TCP signage, signs, work zone pavement markings, work area, location & direction of traffic, locations for pedestrian crossings, and other information deemed necessary for each phase of sequence of construction. The Engineer shall develop the layouts by referring to the TxDOT standards, latest version of the TxMUTCD for non-TCP signage that may be needed as part of the TCP signage for intersections. The layouts shall address construction of detours, access to business, homes, side streets, and driveways, and reroute of traffic to other roads.
7) The Engineer will address drainage issues that are a result of changes in horizontal and vertical profiles by specifying the location and size of the temporary drainage structures.
8) The Engineer shall prepare the plan and profile sheets and cross sections for all detours.
9) The Engineer will develop TCP plans as double stacked, 1" = 100'. TCP plans will be developed for a two phase approach to traffic control.

ROADWAY DETAILS

1) The alignment sheet(s) include the following for complex projects and/or where it is not desirable to show the following information on the plan and profiles sheet(s): include the project limits for the entire project, label curve date bearings/coordinates for each alignment, computer generated data may be graphically place on the sheet(s) and if applicable the State Plane Coordinates System should be noted on this sheet(s).
2) The Benchmark Data sheet shall be developed in tabulated form and accompanied by surveyor's sketch showing the Station Number from respective alignment, Offset, and Elevation and Physical Description.
3) The Engineer shall design the plan (horizontal) and profile (vertical) including roadway transitions based on the controlling criteria previously defined and as set forth in the previously listed. The Engineer shall develop the alignment for the project in GEOPAK format. Plan and Profile sheets will be developed at 1" =100'.
4) The Engineer shall identify and notify the State all locations not meeting the set criteria. In addition, the Engineer shall provide alternatives and a recommendation to address these design issues.
5) The Engineer shall develop and verify all cross sections in preparation of the proposed traffic control plan, drainage, utilities, right-of-way, and access onto adjacent properties. In addition, the cross sections shall be drained to maintain the natural watershed unless otherwise directed by the State.
6) The Engineer shall determine all cut and fill quantities.
7) The Engineer shall design all intersections to accommodate the design vehicles turning radius. The ADA-wheelchair ramps shall be designed in accordance to the TDLR compliance and the latest TxDOT's Pedestrian Ramp Standards in conjunction with the requirement of the latest version of the TxMUTCD as it relates location of the traffic signals pedestrian heads, signage, and pavement markings.
8) The Engineer shall design all longitudinal barriers (railing and guardrail), raised median, fencing, bus bays, parking areas, mailboxes, and shoulder texturing in accordance to the criteria set forth in the roadway design manual and standards. Miscellaneous Details Sheet(s) may be developed to illustrate any necessary additional construction details not covered by the Standards.

DRAINAGE DETAILS

1) The Engineer shall use the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other deemed necessary State approved manuals to prepare and submit the work under this section
2) The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The

hydraulic calculations shall have the following based on previously County approved drainage study:

a) Description-Material, Size, & Entrance (headwall)
b) Design discharges, Flow per barrel, barrel slope, and Manning n-value
c) Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
d) Outlet flow line, Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
e) Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity.

3) The Engineer shall show the location of culverts and ditches on the roadway plan view.
4) The Engineer shall use TxDOT standards preferably at all times. Modification to inlets, pipe connection, bedding details, and other elements pertaining to drainage details shall be included under this work task. The BCS sheet must be submitted for all box culverts within the project limits. This sheet must be signed and sealed by the Engineer.

TRAFFIC ITEMS

The Engineer shall inventory all signage through the project limits including those limits that are considered incidental to the project limits. All intersections and roadway signage shall be designed and spaced according to the requirements set forth in TxDOT's Sign Crew Field Book and standards for work under this task. Any signs no longer used by the State shall be taken out and replace by an accepted TxMUTCD signs. The Engineer shall design all signage according to the latest version of the TxMUTCD, Supplemental to TxMUTCD, and TxDOT's Signs and Markings Manual. Design of flashing beacons or traffic signals not specifically indicated in Attachment D is not included. Additional locations will be added by supplemental agreement.

STORM WATER POLLUTION PREVENTION PLANS (SW3P)

The Engineer shall submit and prepare separate SW3P sheets when soil is to be disturbed as part of the erosion control measures during each phase of the sequence of construction. The general plan for the SW3P on this project is to enclose the area under construction including existing and proposed inlets with erosion control devices and provide a stabilized construction entrances at points where traffic will be entering or leaving the construction site. The Engineer shall also design structures or features to control erosion and suspended sediments for post-construction. A standardized General Note will serve as the SW3P where there is to be no soil disturbance (seal coats, overlays, etc.) in the project. The Engineer shall refer to the Hydraulic Design Manual, TxDOT standards, TxDOT Storm Water Management Guidelines, the Environmental Manual, and District Environmental Staff for guidance on work under this task. Erosion Control measures shall conform to one or more of the approved TxDOT / Texas Natural Resources Conservation Commission (TNRCC) / US Environmental Protection Agency (EPA) / US Army Corps of Engineers (USACE) Best Management Practices. The appropriate Best Management Practice(s) shall be listed on the Environmental Issues, Permits, and Commitments (EIPC) sheet to be included as a Plan Sheet and shall be followed by the Engineer and Contractor to completion. Plan sheets will be develop separate from TCP as 1"=100', double stacked.

CROSS SECTIONS

For the Final Submission, the Engineer shall furnish the final cross - section plots, on 36" wide x 120" long roll plots, showing both the original terrain and the design cross-sections, showing the roadway template, at a vertical scale of 1"=10' and a horizontal scale of 1"=10'. The design cross - sections shall indicate the slope rate on the side slopes. The Engineer shall use GeoPak software and provide the state with the applicable files. Cross sections are to show proposed pavement thickness, top of subgrade, finish grade of side bar

ditches with slopes and location of right of way. Indicating other features within the cross sections is not part of the scope of work, ie. Underground utilities, storm sewer lines, top soil, etc.

CONSTRUCTION PHASE SERVICES

Construction Management and Support
The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3) The Engineer will assist Owner 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.

4) Construction Contract Administration

   a) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.
   b) The Engineer will coordinate and conduct a pre-construction conference.
   c) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
   d) Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.
   e) The Engineer will provide Project site inspection of the authorized construction contract(s) as follows:
      i) 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.
      ii) Resident Engineer and/or Construction Inspector(s). The Engineer will furnish the services of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications.

5) Miscellaneous Technical Activities
   a) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.
   b) Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

i) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
ii) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

6) 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 Owner.
7) As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (8) set of prints.

EXHIBIT C
Work Schedule

EXHIBIT "C"
Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D
CONTRACT RATES

EXHIBIT "D"
CONTRACT RATES

LABOR COST

JOB DESCRIPTION	**2012 CONTRACT RATE**	**2013 CONTRACT RATE**	**2014 CONTRACT RATE**	**2015 CONTRACT RATE**
SR. PROJECT MANAGER	$200.00	$210.00	$220.00	$232.00
PROJECT MANAGER	$180.00	$189.00	$198.00	$208.00
SR. ENGINEER	$160.00	$168.00	$176.00	$185.00
PROJECT ENGINEER	$145.00	$152.00	$160.00	$168.00
ENGINEER	$125.00	$131.00	$138.00	$145.00
SR. ENGINEER DESIGNER / EIT	$110.00	$116.00	$122.00	$128.00
ENGINEERING DESIGNER	$100.00	$105.00	$110.00	$116.00
CADD OPERATOR	$90.00	$95.00	$100.00	$105.00
CLERICAL	$75.00	$79.00	$83.00	$87.00

Rates beyond 2015 will be increase by 5% per year.

DIRECT EXPENSES

Mileage	$ Current GSA Travel Rate/Mi.
Car Rental	$ At Cost
Lodging (in state)	$ Current GSA Per Diem Rate
Meals	$ Current GSA Per Diem Rate
Air Travel	at cost
Overnight Carrier cost	$40/letter
Copies (8 ½ x 11)	$0.10/ea
Color Copies (8 ½ x 11)	$1.00/ea
Copies (11 x 17)	$0.20/ea
Color Copies (11 x 17)	$2.00/ea
Mylar (11 x 17) Plots	$3.50/ea
Color Mylar (11 x 17) Plots	$7.00/ea
Bond Plots	$1.00/sq. ft.
Color Bond Plots	$2.50/sq. ft.
Mylar Plots	$2.50/sq. ft.
Color Mylar Plots	$5.00/sq. ft.
Photo Quality Color Plots	$12.00/sq. ft.
SUBCONSULTANTS	COST PLUS 15%

EXHIBIT E
Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
Contract # C-12-119-06-26
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, TEDSI Infrastructure Group, professional engineers of Mission, 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".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section __ 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)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.2 Commissioner Hector Palacios as to content and detail of this Work Authorization No. # 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2012.

THE ENGINEER:
TEDSI Infrastructure Group

_____
Jesse Salinas, CEO

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT F
Supplemental Agreement Form

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 Consultant of, _____, Texas, hereinafter called the "**ENGINEER**".

WITNESSETH

WHEREAS, the **Owner** and the **CONSULTANT** executed the **Agreement** on the _____day of _____2012 concerning **CONSULTANT** 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 _____ _____ _____ _____

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.

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 _____, 2012.

THE ENGINEER:

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

BY:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, L.L.P.

BY:_____
Stephen L. Crain

LIST OF ATTACHMENTS

(as required)

EXHIBIT G
Certificate of Insurance

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/30/2011

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

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

PRODUCER
Bell Insurance Group
4544 Post Oak Place, Suite 320
Houston, TX 77027

CONTACT NAME: Nicole Schlueter
PHONE (A/C, No, Ext): 713-463-4550 FAX (A/C, No): 713-463-4590
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
TEDSI Infrastructure Group, Inc.
10260 Westheimer, Suite 460
Houston, TX 77042

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	American Casualty Company	20427
INSURER B:	Valley Forge Insurance Company	20508
INSURER C:	Continental Casualty	20443
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 2011-2012 Houston REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC			1075066054	09/11/2011	09/11/2012	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			2097261054	09/11/2011	09/11/2012	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
								$	
C	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000			2090503299	09/11/2011	09/11/2012	EACH OCCURRENCE	$	2,000,000
							AGGREGATE	$	2,000,000
								$	
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			268980107	09/11/2011	09/11/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	Professional Liability			AEH113771047	09/11/2011	09/11/2012	$2,000,000 Each Claim $2,000,000 Aggregate		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of Hidalgo is named as additional insured with respects to general liability and automobile policies, but only the specific risk and liabiities assumed under written contract with the named insured and subject to policy conditions. A blanket Additional Insured endorsement is attached to the automobile liability and general liability policies.

CERTIFICATE HOLDER
Hidalgo County
New Administration Building
2802 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Byron Johnson/NICOLE

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CONTRACT NO. C-12-119-07-31
DICKER ROAD
EXHIBIT "E"
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Work Authorization is to provide services as indicated below:

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "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 **ATTACHMENT "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 **$ 397,469.00.** This amount is based upon the costs outlined in the ***Fee Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Funding. Work Authorization No. 1 shall be funded through funding source:
Account No. 2-1200-431-00-122-062-0-731
Requisition No. #220229

PART 5. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 6. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. Acceptance and Acknowledgement. Acknowledgement and confirmation by Hidalgo County Precinct No. 2, Commissioner Hector "Tito" Palacios, as to the content and detail of this Work Authorization No. 1.

Hidalgo County Precinct No. 2

By: _____
Hector "Tito" Palacios, Commissioner Precinct No. 2

PART 8 Acceptance and Approval. Work Authorization is hereby accepted, and approved by Hidalgo Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2012.

A purchase order will be issued by the Hidalgo County Purchasing Department after the execution of this document. Issuance of the purchase order will serve as the written Notice to Proceed on Work Authorization No. 1.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Craig F. Stong, (Vice President)

ATTEST:

By: _____
Arturo Guajardo Jr., Hidalgo County Clerk

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia (County Judge)

Approved by Commissioners' Court
on 7/31/12 - 10

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Fee Proposal

CONTRACT NO. C-12-119-00-00
DICKER ROAD
WORK AUTHORIZATION NO. 1
ATTACHMENT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the **Engineer** to begin work.
3) Payment for work performed by the **Engineer**.
4) Assistance to the **Engineer**, as necessary, to obtain required data and information from other local, regional, and state agencies that the **Engineer** cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the **Engineer**
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the **Engineers** request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
10) Advertise and award, as assisted and recommended by the **Engineer**, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the **Engineer**.
12) Review and approve monthly and final estimates, developed by the **Engineer**, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to **Engineer** where necessary and possible with **Owner** information/resources to ensure project is completed within timely/efficient basis.
14) Disseminate, mail or deliver mail-out flyer, public meeting agendas and handouts, maps, and other related project information to the public.
15) Providing professional court transcribing and translation service as and when required for the public meeting and/or public hearing.
16) Provide a hard copy and digital copy of court transcript from meetings.
17) Provide hard copy of all public input received from meetings.
18) Publish the notices in the local newspaper, arrange for, pay and provide a location for the public meeting and hearing to be held,
19) Provide a mailing list and copy, collate and mail letters to adjacent property owners, local governmental officials and others as necessary.

CONTRACT NO. C-12-119-00-00
DICKER ROAD
WORK AUTHORIZATION NO. 1
ATTACHMENT "B"

Services to be Provided by the Engineer

The engineer shall provide the following engineer services required for the preparation of the plans, specification and estimate, and related documents for the above noted project. The Engineer shall maintain a direct line of communication and coordinate very closely with the Owner.

GENERAL MANAGEMENT/COORDINATION

1) The Engineer shall design, develop and prepare all documents in English units.
2) The Engineer shall develop/submit a work schedule with milestone activities and/or deliverables identified.
3) The Engineer shall utilize Microstation computer graphics system. Roadway design for the route study will be developed in GEOPAK.
4) The Engineer shall be required to meet with designated County's representatives, utility companies, adjacent and affected landowners as required for coordination during the development of the project.
5) The Engineer shall be required to prepare the minutes for any meeting as required for documentation purpose.
6) Right of Entry: It will be the responsibility of the Engineer to secure permission, short of litigation, to enter private property for purposes of survey, environmental and Engineering investigations. The Engineer will, at all times, contact the property owner prior to any entry onto the owner's property.
7) The Engineer shall perform quality control and assurance (QC/QA) on all deliverables associated with this project.
8) The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements.

PRELMINARY ENGINEERING REPORT

1) Develop and assemble Preliminary Construction Cost Estimates.
2) Develop Roadway Design Criteria; prepare the Design Summary Report.
3) Attend and participate in the Design Concept Conference.
4) Drainage Report
   a) Develop drainage area map for project site
   b) Determine existing drainage conditions
   c) Evaluate hydraulics for roadside ditches for widening of existing roadway.
   d) Evaluate storm sewer system for potential curb and gutter roadway.
   e) Evaluate potential impacts on existing FEMA Floodplain locations.
   f) Prepare report of findings.
5) Geotechnical Report
   a) Perform a Geotechnical Engineering Study for the two bridge structures and the siphon structure located along Dicker Road (Farm-to-Market [F.M.] Road 3072, between its intersections with . 23rd Street (State Highway [S.H.] 115) and S. Jackson Road (F.M. Road 2061), that will include drilling a total of six, 60-ft deep each borings. Typically, drilling will cease if five consecutive Texas Cone Penetrometer (TCP) test results of 100 blows for less than 4 in. are recorded. If unexpected soil conditions are encountered (i.e. softer than expected soil conditions based upon the TCP results), drilling will be continued past the anticipated maximum drilling depth and ceased at the Engineer's discretion.
   b) Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks.

c) Obtain a grab sample at or near the bottom of the embankment near the two irrigation canals and drainage ditch for a total of three samples. Sieve analyses will be conducted to compute D50 and D95 values for scour analyses by others.
d) Samples from the borings will be collected by split-spoon or Shelby tube sampling techniques in between each TCP sampling interval. Representative portions of the recovered samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.
e) Upon completion of drilling activities, water level readings, if applicable, will be recorded in the open boreholes and the boreholes will be backfilled using the auger cuttings generated during the drilling operations.
f) Upon completion of the subsurface exploration, a general testing program will be designed to define the classification and shrink/swell characteristics of the subsurface conditions. Testing program is anticipated to include water content determinations, Atterberg Limits (plasticity) tests, unconfined compressive strength tests, dry unit weight determinations, and grain size analyses. Laboratory testing will be performed in general accordance with applicable American Society for Testing and Materials (ASTM) standards.
g) The results of the field and laboratory analysis will be presented in a written engineering report which will include the results of the field and laboratory testing, as well as pier capacity curves and grain size curves for scour analyses.
h) Our scope of services and cost assumes that the boring locations will be accessible to truck-mounted drilling rigs conducting the drilling operations parked at or near the road shoulder and off of the existing roadway utilizing standard warning signs and cones to alert the traveling public of work ahead. If additional traffic control measures other than standard warning signs and cones are needed, Engineer will notify County and discuss traffic control services. The cost of such additional traffic control services will be an additional charge and will not be done until approved by the County via additional work by supplemental agreement.
i) Reasonable efforts to locate underground utilities prior to performing any underground exploration activities by contacting the local "one call" utility locating service for commercial utility companies (such as natural gas, electric, water, etc.) to locate and mark in the field all utilities within the limits of the subsurface exploration activities. Engineer will not be responsible for any damage to utilities not properly located by the aforementioned method or to any utility not located by the aforementioned method but encountered and damaged during the subsurface exploration process. If during project execution Engineer feels that there exists a possibility of un-located or improperly located utilities, Engineer will notify County and discuss additional utility locating services and processes to reduce the probability of encountering a utility to acceptable levels. The cost of such additional utility locating services will be an additional charge and will not be done until approved by the County via additional work by supplemental agreement.

6) Pavement Section Design Services
a) Engineer will perform the pavement section design services for this segment of Dicker Road utilizing the 1993 American Association of State Highway and Transportation Officials (AASHTO) pavement design method based on traffic loading and frequency information developed from the traffic data collected by the Engineer.
b) Engineer will drill 18, 7-ft deep each pavement borings along the subject alignment and conduct California Bearing Ratio testing on subgrade samples for use in pavement design. Collection of falling weight deflectometer data is not included in our scope.
c) Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks.
d) Samples from the borings will be collected by split-spoon or Shelby tube sampling techniques in between each TCP sampling interval. Representative portions of the recovered samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.
e) Upon completion of drilling activities, water level readings, if applicable, will be recorded in the open boreholes and the boreholes will be backfilled using the auger cuttings generated during the drilling operations.
f) Upon completion of the subsurface exploration, a general testing program will be designed to define the classification and shrink/swell characteristics of the subsurface conditions. Testing program is anticipated

to include water content determinations, Atterberg Limits (plasticity) tests, lime series determinations, sulfate content determinations, and grain size analyses. Laboratory testing will be performed in general accordance with applicable ASTM standards.

g) The results of the field and laboratory analysis will be presented in a written engineering report which will include the results of the field and laboratory testing, as well as the pavement section design report.
h) Our scope of services and cost assumes that the boring locations will be accessible to truck-mounted drilling rigs conducting the drilling operations parked at or near the road shoulder and off of the existing roadway utilizing standard warning signs and cones to alert the traveling public of work ahead. If additional traffic control measures other than standard warning signs and cones are needed, Engineer will notify County and discuss traffic control services. The cost of such additional traffic control services will be an additional charge and will not be done until approved by the County via additional work by supplemental agreement.
i) Engineer will take reasonable efforts to locate underground utilities prior to performing any underground exploration activities by contacting the local "one call" utility locating service for commercial utility companies (such as natural gas, electric, water, etc.) to locate and mark in the field all utilities within the limits of the subsurface exploration activities. Engineer will not be responsible for any damage to utilities not properly located by the aforementioned method or to any utility not located by the aforementioned method but encountered and damaged during the subsurface exploration process. If during project execution Engineer feels that there exists a possibility of un-located or improperly located utilities, Engineer will notify County and discuss additional utility locating services and processes to reduce the probability of encountering a utility to acceptable levels. The cost of such additional utility locating services will be an additional charge and will not be done until approved by the County via additional work by supplemental agreement.

7) Development of level of service analysis, turning movement counts or traffic counts at 23rd, 10th, McColl Rd and Jackson Road.
   a) Project traffic counts for anticipated completion of construction and 20 years after completion of construction.
   b) Prepare traffic signal warrants for locations based on counts.
   c) Determine lane configuration based on traffic counts.
8) Roadway Design Evaluation
   a) Develop preliminary schematic for the following
      i) Widening of existing roadway with roadside ditches
      ii) Reconstruction of roadway with curb and gutter section.
   b) Develop narrative and typical section for Traffic Control Plan for each roadway sections indicated above.
   c) Develop typical section and preliminary pavement design.
   d) Develop construction cost estimate for the two roadway sections indicated above.
9) Bridge Evaluation
   a) Request current BRINSAP reports from TxDOT
   b) Complete field condition survey of bridges
   c) Develop cost evaluations for replacement versus widening of existing structures
   d) Prepare Report
10) Attend design coordination meetings with County, MPO and TxDOT as appropriate.
11) Prepare Preliminary Engineering Report

FIELD SURVEYING

1) Work shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors.
2) The Engineer shall provide all traffic control, labor and equipment for the Traffic Control Plan (TCP) while performing services under this work authorization. The Engineer's Surveyor shall comply with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices".
3) Project Control and Baseline (Set in location clear of proposed improvements)
   a) Establish Horizontal and Vertical Control Benchmarks by setting permanent benchmarks with an Aluminum disk on a 5/8" iron rod set in concrete, every 1000' throughout the limits of the project. Establish elevations on

set points within the specifications of the TSPS Category 8. If applicable, NGS first order benchmarks shall be incorporated into the level loops utilizing the NAVD88 Datum elevations. Signed and Sealed, RPLS, control data sheets shall be created for the newly establish BMs and included in the deliverables.

b) Stake existing centerline
   i) Set 2' #5 iron rods at every 1000 ft, at all angle points, PC's, PT's and all intersecting roadways. Center points to be set are every 1000 feet.
   ii) Reference all angle points, PC's, PT's, and at 1000 foot interval stations with iron pins on the right of way line (on both sides).
   iii) Stationing shall correspond with the design centerline. Stationing shall be painted at 500-foot stations on the pavement using traffic paint.

4) Obtain cross sections every 100 ft at whole stations. Cross sections to extend 10 ft outside of proposed right of way. Obtain additional survey information as necessary to accurate develop a digital terrain model (DTM).
5) Topographic Survey (All work will be to 10 foot outside of the proposed ROW)
   a) Obtain driveway cross sections. Cross sections to extend 10 ft outside of proposed right of way.
   b) Update Inventory public access, commercial, and private driveways by type (dirt, caliche, gravel, concrete or paved).
   c) Side Drains
      i) Obtain approximate roadway centerline station.
      ii) Obtain size, length, description of structure, and conditions.
      iii) Obtain F.L. elevations at both ends and offsets to driveway or turnout centerline.
      iv) Label descriptions (size and length) on each side drain.
6) Culverts:
   a) Obtain size of drainage structure, type, skewed angle, and material. Label and describe each structures (for example if it's an irrigation or drainage culvert) size and length.
   b) Locate and obtain inlet and outlet flow lines elevations at structures, top of headwall, aprons, edge of pavement, and center line.
   c) Obtain profile and cross sections of upstream and downstream ravines on man-made channels leading from and to the existing or proposed structure. These profiles and cross sections shall extend from inlet and outlet flow lines to distance of 500 ft. beyond the right of way or as directed by the Engineer.
   d) Determine type of wingwall (i.e. flared wingwall, parallel, etc...) and safety end treatments (pipe runners, safety end treatments, barrier rail, etc. For barrier rail include type of end treatments, location, type, length, and height.
   e) Obtain pictures of culverts barrels and outlet and inlet view to right of way line.
7) Fence, Mailboxes, and Sign Inventory:
   a) Locate and obtain mailboxes inventory (type-identify as single, double or multiple) for all mailboxes within R.O.W. and at all intersection locations. Include photographs.
   b) Locate and obtain sign inventory (type) for all signs within R.O.W. and at all intersection locations Include pictures.
8) Miscellaneous
   a) This item requires the surveyor to pick up any items that may be an obstruction for the proposed construction or may require special attention during the development of construction plans (ex: oil and gas on proposed right of way, etc.)
   b) ASCII files shall be provided to the State. These files shall be retrieved from GPS/Data Collector and shall be compatible with Microstation.
   c) Field books, containing all information gathered in the field, this information shall be to the surveyor's best knowledge, accurate and complete.
   d) Survey in miscellaneous items not indicated above that are within the existing and proposed right of way.

RIGHT OF WAY SURVEY

1) Utility
   a) Contact "One Call" to request marking of underground utilities
   b) Request existing utility information from local utility companies
   c) The Engineer will perform any surveying necessary to for horizontal location of located, "Flagged",

underground utilities and visible overhead utilities.

d) The Engineer will obtain measure downs on utilities as follows
   i) Top of key on gas line values
   ii) Top of key on water line values
   iii) Flowline, size of tie-ins and direction of flow for sanitary sewer manholes
   iv) Flowline, size pipe for irrigation systems
   v) Flowline and size of system for inverted siphons.
e) Develop a preliminary list of potential conflicts with existing utilities.
f) Subsurface Utility Engineering is not included in the scope of work.

2) Right of Way
   a) The Engineer shall obtain the most current existing adjoining right of way information information as follows:
      i) Plats
      ii) Deeds
      iii) Ownership information
   b) The Engineer shall survey in the exiting roadway right of way and adjoining parcel lines in the project coordinate system.
   c) Microstation file shall be provided to show the following:
      i) Existing roadway right of way
      ii) Adjoining parcel property lines
      iii) Legal information
      iv) Ownership information

ENVIRONMENTAL CONTRAINTS ANALYSIS

Engineer's approach will be to take photographs of the corridor, the collection of available and observable desktop environmental data, the identification of potential environmental issues and recommendations. A more detailed outline is as follows:

1) In order to identify potential environmental issues that may impact the design and construction of the Dicker Road added capacity project, Engineer will prepare an environmental constraints map. Environmental-related information will be compiled using publically obtainable data, State of Texas agency data, and field observations. This information will be mapped in relationship to the proposed route using Arc View 10.0 in a Geographic Information Systems (GIS) database and then overlain on an aerial map. The Area of Potential Effects (APE) to be considered for data collection will be 150 feet on either side of the corridor. The corridor will be examined for elements of the environment that are subject to regulation under the National Environmental Policy Act of 1969 (NEPA) and will be as follows:
   a) State and Federally- listed hazardous materials/hazardous wastes regulated sites;
   b) Known historical sites and/or districts and Texas Recorded Historic Landmarks; Texas Historic Sites Atlas; Handbook of Texas Online entries; Irrigation system maps from Texas A&M University's Irrigation Technology Center; TxDOT's South Texas irrigation context ; Available previous historic resources survey reports at TxDOT Environmental Affairs Division; Historical United States Department of Agriculture soil survey maps;
   c) Current and historical United States Geological Survey (USGS) maps;
   d) 1968 aerial photographs, available online from the University of North Texas' Portal to Texas History.(For structures over the age of 45 years [allows for five year construction window];
   e) Biologically-sensitive areas relative to State and Federally-listed threatened and endangered species including rare species communities;
   f) Block groups indicated minority and low-income populations and limited English proficiency;
   g) Soil conditions and geological formations;

h) Unusually large trees and other unique habitat or vegetation features;
i) Property Lines;
j) Water resources including floodplains and waters of the U.S. including wetlands, which may be jurisdictional under Section 404 of the Clean Water Act;
k) Existing general land use (residential, commercial, public, industrial, agricultural, undeveloped);
l) Proposed land use (residential, commercial);
m) Churches, cemeteries, schools, community centers and parks;
n) Municipal and Hazardous Wastes Landfills;
o) Prime farmlands;
p) Utilities (pipelines, transmissions, cell towers, water wells, etc.); and
q) Drainage ditches, canals, siphons.

2) Each element will be placed in the GIS database as a discrete layer. Layers can be viewed separately or in any combination in order to access potential constraints. All information will be field verified. A local RKEI Biologist will conduct a 100% visual survey of the entire route after the initial data compilation has been completed. Additional information garnered from this task will be added to the constraints map as is appropriate.
3) Deliverables
   a) Provide all data on an aerial map (an overall environmental constraints map) showing locations of features identified in the corridor analyses
   b) Summary report of the literature review/data acquisition process, observations
   c) Results, and recommendations.

CONTRACT NO. C-12-119-00-00
DICKER ROAD
WORK AUTHORIZATION NO. 1
ATTACHMENT "C"
Work Schedule

Description	Time
Purchase Order and NTP	Written NTP
Survey	3 months
Reports	3 months
Total	**6 months from NTP**

CONTRACT NO. C-12-119-00-00
DICKER ROAD
WORK AUTHORIZATION NO. 1
ATTACHMENT "D"
Fee Proposal

TEDSI BASIC ENGINEERING SERVICES

Description	Fee
Coordination with MPO, TxDOT and County	$ 14,560
Utility Coordination	$ 6,505
Preliminary Engineering Report	$ 120,905
Direct Expenses	$ 12,930
Subtotal TEDSI Basic Engineering Services	**$ 154,900**

TEDSI ADDITIONAL ENGINEERING SERVICES

Description	Fee
Drainage Report	$ 29,780
Traffic Engineering Report	$ 46,800
Subtotal TEDSI Additional Engineering Services	**$ 76,580**

SUBCONSULTANT ADDITIONAL ENGINEERING SERVICES

Description	Fee
Survey	$ 95,623
Environmental Constraints Analysis	$ 8,840
Geotechnical Testing, Pavement Design and Report	$ 39,875
Subtotal Subconsultant Additional Engineering Services	$ 144,338
TEDSI Management and Coordinate Fee at 15%	$ 21,651
Subtotal	**$ 165,989**

Total Fee Proposal **$ 397,469**

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
July 31, 2012
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. **Executive Officer - Valde Guerra:**

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

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

B. **AI-33360** Elections Department:
Requesting approval to advertise/ hire for the following position:

Slot No.	Position Title	Grade
0109	Accountant II	10

C. **AI-33293** Health & Human Services:
Approval for Dairen Sarmiento (employee # 058726) to travel on 8/6/12 - 8/8/12 to attend HHSC Regional Healthcare Parnership (RHP) Planning Summit.

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

A. **AI-33459** Presentation, discussion, and possible action on acceptance of Energy Efficiency & Conservation Strategy

B. **AI-33462** Presentation by Pharr-San Juan-Alamo Independent School District

1. **Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

c) Emergency situations occurring since last agenda meeting

4. **AI-33284** Approval to accept rebate checks from Comdata Product Services (Fuel Purchases) for the 2nd quarter of 2012 in the amount of $ 857.33

5. **AI-32222** Authority/Action from CC in connection with the sole proposal received for - RFP: "Energy Management Consultant":

a. Continue with the project's deadline for action by Commissioners Court of 8-26-12; OR,
b. Approval by Hidalgo County Commissioners Court of one or more of the following options related to the project:

1. Reject the sole response received; or
2. Re-advertise the project; or
3. Cancel the project until such time as necessary due to need by HC to select an new electric energy provider.

19 **B. Pct. 2**

1. **AI-32994** APPROVE

a. Acceptance and approval to execute a professional engineering services contract with TEDSI Infrastructure Group, Inc. for the, "Dicker Road Improvements" for Precinct No. 2 as approved for negotiations on CC 4/24/12. C-12-119-07-31

b. Acceptance and approval of Work Authorization No. 1 (estimated cost of $397,469.00) for provision of engineering services required by Pct. #2 consisting of: "Dicker Road Improvements" with TEDSI Infrastructure Group, Inc., under contract No. C-12-119-07-31

c. Pursuant to contract with TEDSI Infrastructure Group, Inc., (article 14) C-12-119-07-31, a request for approval by engineer to permit the subcontracting of R. Gutierrez Engineering Corp. and Raba-Kistner Engineering in connection with Work Authorization No. 1-Dicker Road Improvements;

1. **Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
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c. Pursuant to contract with TEDSI Infrastructure Group, Inc., (article 14) C-12-119-07-31, a request for approval by engineer to permit the subcontracting of R. Gutierrez Engineering Corp. and Raba-Kistner Engineering in connection with Work Authorization No. 1-Dicker Road Improvements:

CONTRACT NO. C-12-119-07-31
DICKER ROAD
EXHIBIT "E"
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Work Authorization is to provide services as indicated below:

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "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 **ATTACHMENT "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 **$ 32,424.75.** This amount is based upon the costs outlined in the ***Fee Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Funding. Work Authorization No. 2 shall be funded through funding source:
Account No. 3-1200-431-00-122-062-0-731
Requisition No. 231906

PART 5. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 6. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. Acceptance and Acknowledgement. Acknowledgement and confirmation by Hidalgo County Precinct No. 2, Commissioner Hector "Tito" Palacios, as to the content and detail of this Work Authorization No. 2.

Hidalgo County Precinct No. 2

By: _____
Hector "Tito" Palacios, Commissioner Precinct No. 2

PART 8 Acceptance and Approval. Work Authorization is hereby accepted, and approved by Hidalgo Commissioners' Court on 2/26/13 as indicated below and effective as of 26th day of February, 2013

A purchase order will be issued by the Hidalgo County Purchasing Department after the execution of this document. Issuance of the purchase order will serve as the written Notice to Proceed on Work Authorization No. 2.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Craig F. Stong, (Vice President)

ATTEST:

By: _____
Arturo Guajardo Jr., Hidalgo County Clerk

THE OWNER:
HIDALGO COUNTY

Ramon Garcia
Ramon Garcia (County Judge)

Approved by Commissioners' Court
on 2/26/13 RO

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Fee Proposal

CONTRACT NO. C-12-119-07-31
DICKER ROAD
WORK AUTHORIZATION NO. 2
ATTACHMENT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations.**

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may on file concerning the Project.
5) Provide timely review and decisions in response to the **Engineers** request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer.**
7) Review and approve monthly and final estimates, developed by the **Engineer,** for payment to the Contractor. Compensate and pay the **Engineer** for work performed as identified in the approved monthly and final estimates.
8) Provide assistance to **Engineer** where necessary and possible with **Owner** information/resources to ensure project is completed within timely/efficient basis.

CONTRACT NO. C-12-119-07-31
DICKER ROAD
WORK AUTHORIZATION NO. 2
ATTACHMENT "B"

Services to be Provided by the Engineer

The engineer shall provide the following engineer services required for the preparation of the plans, specification and estimate, and related documents for the above noted project. The Engineer shall maintain a direct line of communication and coordinate very closely with the Owner.

1) **Project Management**
   a) Prepare and submit a letter to TxDOT requesting a "Project Sponsor Agreement" from TxDOT for the Precinct
   b) Review and develop required documentation to be included in the "Project Sponsor Agreement".
   c) Complete and provide the "Project Sponsor Agreement" to Precinct for execution by the County.
   d) Direct and coordinate the various elements and activities associated with the Scoping Documents and Classification Letter.
   e) Coordinate and communicate with the TxDOT for environmental activities and issues.
   f) Schedule and participate in a scoping meeting with the County and TxDOT Pharr District.
   g) Update the County on progress of the scoping documents and Classification Letter. The PM will provide monthly invoices and progress reports.
   h) QA/QC the deliverables prior to submittal.

2) **Scoping Documents**
   In compliance with TxDOT's new environmental rules (new statutory requirements passed by the 82nd Texas Legislature) related to the environmental review process for transportation projects, which were effective April 16, 2012, a scoping meeting must be held and a "project scope" must be agreed to at the outset, which provides an outline for a collaborative agreement between the project sponsor and TxDOT regarding the specific requirements and expectations for the preparation of the environmental document and related services. The project scope also establishes the basis for all subsequent activities and reviews related to the project. The PM will participate in a scoping meeting with the County and TxDOT Pharr District.

   The following items of work will be completed:
   a) Prepare scoping documents for preliminary meeting
   b) Revise scoping documents per TxDOT remarks

3) **Classification Letter and associated exhibits**
   a) Prepare a Classification Letter for submittal to TxDOT ENV to receive concurrence on the appropriate level of environmental documentation
   b) The letter will provide the following:
      i) Background information
      ii) Purpose and need
      iii) Description of the proposed improvements
      iv) Right-Of-Way requirements
      v) Previous studies
      vi) Waters of the U.S. issues
      vii) Potential environmental issues including:
         (1) Threatened and endangered species

(2) Hazardous materials
(3) Potential for controversy
viii) Public involvement activities
ix) Project location map on an aerial depicting the project limits

4) Review of schematic

a) Submit Dicker Road Curb and Gutter preliminary schematic developed under work authorization no. 1 is acceptable by TxDOT
b) Attend review meeting with TxDOT to discuss the schematic provided

5) Issuance of Classification Letter and Schematic Document requirements by TxDOT

The following work will be completed upon issuance of the above item.

a) Development of scope of work and fee proposal for
   i) Environmental document
   ii) Schematic
   iii) PS&E
b) Attendance of coordination meetings with Precinct

CONTRACT NO. C-12-119-07-31
DICKER ROAD
WORK AUTHORIZATION NO. 2
ATTACHMENT "C"
Work Schedule

Description	Time
Purchase Order and NTP	Written NTP
Development of Scoping Documents and Classification Letter	1 months
Meeting and final determinations by TxDOT	1 months
Total	**2 months from NTP**

General Management/Coordination

Descripton	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Designer/EIT	Eng. Designer	Clerical	Total Hours		
Project Meetings (4 meetings)	16		16				32	$	5,520.00
Prepare letter for request of "Project Sponsor Agreement" (PSA)	1			4		4	9	$	940.00
Develop PSA exhibits	4		8	16	16	4	48	$	5,620.00
Complete PSA	2					8	10	$	1,000.00
Coordinate with Precinct	8						8	$	1,600.00
Coordinate with TxDOT	8						8	$	1,600.00
Schedule and attend Env Scoping Meeting	8		8				16	$	2,760.00
Development of scope and fee for work authorization no. 3	4		8				12	$	1,960.00
Total Hours	51	0	40	20	16	16	143	$	21,000.00
Contract Rate	$ 200.00	$ 160.00	$ 145.00	$ 110.00	$ 100.00	$ 75.00			

Review of Schematic

Descripton	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Designer/EIT	Eng. Designer	Clerical	Total Hours		
Prepare and submit WA#1 Curb and Gutter preliminary schematic to TxDOT	1				8		9	$	1,000.00
Attend review meeting with TxDOT	4		4				8	$	1,380.00
Total	5	0	4	0	8	0	17	$	2,380.00
	$ 200.00	$ 160.00	$ 145.00	$ 110.00	$ 100.00	$ 75.00			

Subconsutlant Additional Services

Environmental Subconsultant	=	$7,865.00	
TEDSI Management and Coordination Fee		$1,179.75	
Sub-Total	=		$ 9,044.75
Total Lump Sum Fee	=		**$ 32,424.75**

CONTRACT NO. C-12-119-07-31
DICKER ROAD
EXHIBIT "E"
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Work Authorization is to provide services as indicated below:

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "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 **ATTACHMENT "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 **$ 1,033,645.00.** This amount is based upon the costs outlined in the ***Fee Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Funding. This Supplemental Agreement to Work Authorization No. 3 shall be funded through funding source:
Account No. 3-1315-431-00-122-062-0~~731~~ 841
Requisition No. 246219

PART 5. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 6. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. Acceptance and Acknowledgement. Acknowledgement and confirmation by Hidalgo County Precinct No. 2, Commissioner Hector "Tito" Palacios, as to the content and detail of this Work Authorization No. 3.

Hidalgo County Precinct No. 2

By: _____
Hector "Tito" Palacios, Commissioner Precinct No. 2

PART 8 Acceptance and Approval. Work Authorization is hereby accepted, and approved by Hidalgo Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2012.

A purchase order will be issued by the Hidalgo County Purchasing Department after the execution of this document. Issuance of the purchase order will serve as the written Notice to Proceed on Work Authorization No. 3

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Craig F. Stong, (Vice President)

ATTEST:

By: _____
Arturo Guajardo Jr., Hidalgo County Clerk

THE OWNER:
HIDALGO COUNTY

Ramon Garcia
Ramon Garcia (County Judge)

APPROVED BY
COMMISSIONERS' COURT
ON: 10/29/13

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Fee Proposal

APPROVED BY
COMMISSIONERS' COURT
ON: 10/24/13

COUNTY CLERK
COUNTY OF HIDALGO, TEXAS

CONTRACT NO. C-12-119-07-31
DICKER ROAD
WORK AUTHORIZATION NO. 3
ATTACHMENT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the **Engineer** to begin work.
3) Payment for work performed by the **Engineer**.
4) Assistance to the **Engineer**, as necessary, to obtain required data and information from other local, regional, and state agencies that the **Engineer** cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the **Engineer**
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the **Engineers** request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
10) Advertise and award, as assisted and recommended by the **Engineer**, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the **Engineer**.
12) Review and approve monthly and final estimates, developed by the **Engineer**, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to **Engineer** where necessary and possible with **Owner** information/resources to ensure project is completed within timely/efficient basis.
14) Disseminate mail or deliver mail-out flyer, public meeting agendas and handouts, maps, and other related project information to the public.
15) Providing professional court transcribing and translation service as and when required for the public meeting and/or public hearing.
16) Provide a hard copy and digital copy of court transcript from meetings.
17) Provide hard copy of all public input received from meetings.
18) Publish the notices in the local newspaper, arrange for, pay and provide a location for the public meeting and hearing to be held,
19) Provide a mailing list and copy, collate and mail letters to adjacent property owners, local governmental officials and others as necessary.

CONTRACT NO. C-12-119-07-31
DICKER ROAD
WORK AUTHORIZATION NO. 3
ATTACHMENT "B"

Services to be Provided by the Engineer

The Engineer shall provide the following engineer services required for the preparation of the plans, specification and estimate, and related documents for the above noted project. The Engineer shall maintain a direct line of communication and coordinate very closely with the Owner.

The Engineer shall develop PS&E in conformance with Hidalgo County Specifications/Standards, TXDOT Pharr District requirements and TXDOT Standards, including any appropriate Texas Accessibility Standards (TAS) design considerations.

RIGHT OF WAY SERVICES

Develop right of way documents as follows for the proposed parcel to be taken in the northeast corner of Dicker and Jackson Road. Additional parcel, if required will be added by supplemental agreement. Scope of work is as followings:

1) Preliminary title search and determination of ownership
2) Surveying for identification of platted boundaries.
3) Prepare parcel plats and metes and bound documents
4) Provide title reports
5) Provide right of way acquisition services

UTILITY COORDINATION

6) Utility (All work will be to 10 foot outside of the proposed ROW)
   a) The Engineer shall meet with Utility providers periodically to coordinate the work efforts and resolve any utility related problems. The Engineer shall prepare the minutes for these meetings and forwarded to the County. The Engineer shall address the following issues and any other items deemed necessary during the Utility Coordination meetings:
      i) Activities completed since last meeting
      ii) Problems encountered.
      iii) Late activities.
      iv) Activities required by the next progress meeting.
      v) Solutions for unresolved and/or anticipated problems.
      vi) Information or items required from other agencies/consultants.
   b) If a reimbursable utility relocation exists, the Engineer shall request conveyance documents from the utility provider.
   c) The Engineer shall notify the Utility companies in writing and request the following information in writing:
      i) Project letting date and request they relocate prior to letting.
      ii) Develop their relocation plan according to Utility Accommodation Policy Manual.
      iii) Forward their relocation plan to the Engineer.
      iv) Request in writing when relocation of utilities will be complete.
      v) Upon immediate completion of relocation, request they forward as-built plans to the County.
   d) The Engineer shall develop the typical sections, alignment, and preliminary cross sections addressing the utility location and shall forward these to the respective utility company.

e) The Engineer shall update all files and plans based on the utility company responses.
f) The Engineer shall identify all utility conflicts on the plans and prepare layouts and profiles of existing utility crossings showing conflicts of utilities with proposed improvements. The Engineer shall forward these layouts to the County and the utility companies. During design process, the Engineer shall field verify all visible utility conflicts.
g) The Engineer shall verify the proposed relocation plan submitted by the Utility companies to assure their design is according to Utility Accommodation Policy Manual. Upon the Engineer's review and concurrence with the proposed relocation plan, they shall forward their recommendation for approval to the State.
h) Contact "One Call" to request marking of underground utilities
i) Request existing utility information from local utility companies
j) The Engineer will perform any surveying necessary to for horizontal location of located, "Flagged", underground utilities and visible overhead utilities.
k) The Engineer will obtain measure downs on utilities as follows
   i) Top of key on gas line values
   ii) Top of key on water line values
   iii) Flowline, size of tie-ins and direction of flow for sanitary sewer manholes
   iv) Flowline, size pipe for irrigation systems
   v) Flowline and size of system for inverted siphons.
l) Subsurface Utility Engineering Level A will be provided as follows:
   i) Six test holes on three existing gas lines located between STA 26+00 and STA 28+00.
   ii) Two test holes on existing gas line located at approximate STA 51+75.
   iii) Two test holes on existing gas line located within the intersection of Dicker Road and 10th Street.
   iv) Two test holes on existing irrigation line located at approximate STA 102+00.
   v) Two test holes on existing gas line located at approximate STA 111+00.
   vi) Two test holes on existing irrigation line located at approximate STA 116+00.
   vii) Two test holes on existing irrigation line located at approximate STA 132+50.
   viii) Addition test holes over the above will be added by supplemental agreement.
m) Design of utilities adjustments and/or upgrades of facilities is not included but will be added by supplemental agreement if and when needed.

ENVIRONMENTAL

Categorical Exclusion (CE) Document The work will be performed to provide environmental documentation according to TxDOT procedures. The documentation will be prepared in accordance with 23 CFR 771.117, the Federal Highway Administration's (FHWA) Technical Advisory T6640.8A, TAC - Title 43, Part 1, Chapter 2, TxDOT Environmental Affairs Division's Standards of Uniformity (SOU) for Determination of Categorical Exclusions, TxDOT's Environmental Manual, and other TxDOT guidance as needed. The CE will follow a format specified in the SOUs. The deliverable under this work scope shall be a CE.
The work for this task includes the following:

1) DATA COLLECTION PROCESS AND FIELD VISIT

The Environmental Consultant will research readily available environmental information from appropriate local, state, and federal agencies relative to the project area. A field visit will be conducted in support of the CE document.

2) ENVIRONMENTAL INVESTIGATIONS AND ASSESSMENTS

The CE report will document the economic, social, and environmental conditions and potential impacts of the proposed project. The environmental studies and investigations will include an assessment of one build alternative and the no build alternative. Impacts to be addressed will be in accordance with

applicable TxDOT guidelines and SOUs. The CE will be organized according to a TxDOT format and will include the following sections as applicable to the project:

Description of the existing and proposed facility
Need for and Purpose of Project
Description of Alternatives
Existing/Proposed Right-of-Way/Easements
Project Setting and Land Use
Socioeconomic Issues
Displacements
Environmental Justice/LEP
Airway-Highway Clearance
Soils and Prime Farmlands
Vegetation including beneficial landscaping practices and invasive species
Wildlife
Threatened and Endangered Species
Section 4(f) Properties
Water Quality
Floodplains
Permitting/Waters of the United States, including wetlands
Noise
Air Quality
Cultural Resources – Archeological and Historical
Hazardous Materials/Waste
Construction Impacts
Indirect and Cumulative Analysis
Public Involvement (public comments summarized from the public meeting and public hearing)
Conclusion
Appendices including exhibits, figures, photos, coordination letters, etc.

Description of the Existing and Proposed Facility

The Environmental Consultant will describe the existing roadway facility and the proposed action, which would include right-of-way requirements, project funding and any utility adjustments.

Need and Purpose of the Project

The Environmental Consultant will describe the proposed project and the transportation problem(s) or other needs that the proposed project is intended to address. The Environmental Consultant will prepare this section based on descriptions of the project's need and purpose.
DESCRIPTION OF THE ALTERNATIVES
The Environmental Consultant will describe the build and no-build alternative for project.
AFFECTED ENVIRONMENT AND ENVIRONMENTAL CONSEQUENCES
The Environmental Consultant will describe the existing social, economic, and environmental setting for the area affected by the project. The following provides methods of analyses for resources discussed in the CE:

Socioeconomic Issues/Environmental Justice/Project Setting/Land Use – U.S. Department of Commerce, Bureau of the Census 2010 information on the census block groups for the project area will be obtained and summarized. This information will include race/ethnicity, limited English proficiency, income, and other relevant data. Changes in the neighborhoods or community cohesion will be assessed for various social groups in terms of generating new development, changing property values, and accessibility. Impacts on school districts, recreation areas, churches, businesses, and police and fire

protection will be assessed, where information is available. Impacts to minority and/or low income groups due to the implementation of the proposed project will be reviewed. The impact of changes in travel patterns, highway and traffic safety, and public safety from the proposed project will be assessed. Traffic analysis is not included in this scope of service.

The extent of residential and business displacements (if any) will be discussed for the project. The estimated number of single-family residential and multi-family residential homes to be displaced (if any) and a summary of the social characteristics of these households will be determined, based on available public information. Impacts on commercial/retail facilities that may be displaced will also be determined. Impacts on existing farms and commercial/retail facilities that will be displaced will also be determined. Any special relocation considerations will also be identified.

In addition, available population and land use study data will be reviewed to assess potential impacts of the proposed project on land use. This assessment of land use will include residential, commercial, industrial, education, open space, roadway ROW, and undeveloped land use categories.

Economic impacts on the regional and local economies, such as the effects of the proposed project on development, tax revenues and public expenditures, employment opportunities, accessibility, and retail sales will be discussed. The impacts, both beneficial and adverse, on the economic vitality of existing businesses, business districts, and the resultant impact on the local economy will be described. The impacts will be assessed qualitatively.

Airway Highway Clearance – The Environmental Consultant will collect and analyze data concerning airports within two miles of the proposed project.

Soils/Prime Farmlands – Soils in the area of the proposed project will be described according to the Natural Resources Conservation Service (NRCS). To ensure compliance with the Farmland Protection Policy Act (FPPA), the Environmental Consultant will consider proposed project impacts, and if necessary coordinate with the NRCS, complete the Farmland Conversion Impact Rating Form CPA 106 and submit it to the NRCS for review. The NRCS maps for Brazos County will be reviewed, and the NRCS list of prime farmland soil types will be reviewed to determine if the proposed project area is potentially subject to the FPPA. If there is a potential for adverse impacts to FPPA lands, or if the Land Evaluation and Site Assessment score is 160 points or greater, the CE will discuss alternative measures to avoid or minimize the impacts..

Invasive Species and Beneficial Landscaping Practices – The CE will address the Executive Order related to Invasive Species and the Executive Memorandum related to Beneficial Landscaping Practices.
Vegetation – The vegetation of the project area will be categorized and evaluated according to TxDOT's Memorandum of Understanding (MOU) with the Texas Parks and Wildlife Department (TPWD).
Wildlife – Wildlife habitat will be evaluated and potential impacts on wildlife will be assessed. Mitigation of possible impacts including habitat loss and fragmentation, and construction in wetland areas, if applicable, will also be addressed.

Threatened and Endangered Species – Data will be obtained from the U.S. Fish and Wildlife Service (USFWS) and the TPWD to determine the potential presence or absence of federally listed and proposed endangered or threatened species and critical habitat in the proposed project area. The Environmental Consultant will report suitable and non-suitable habitat for the species potentially occurring within the project area. This scope of work does not include the preparation of a Biological Assessment or formal consultation under Section 7 of the Endangered Species Act. The Environmental Consultant will include information from the Natural Diversity Database (NDD) from TPWD.

Section 4(f) Properties – The Environmental Consultant will review available data and perform on site

investigations to ascertain the presence of potential Section 4(f) lands, including public parks, recreation lands, and wildlife and waterfowl refuges that may be impacted by the proposed project.

It is anticipated that a Section 4(f) De Minimis documentation would be required for the Hidalgo County Irrigation District (HCID) No. 2 main canal and/or HCID No. 2 underground pipeline adjacent to Dicker Road. Both properties are contributing resources to the NRHP-listed Louisiana-Rio Grande Canal Company Historic District. The De Minimis Section 4(f) documentation will be prepared for inclusion in the project's added capacity CE document or as a stand-alone document. The documentation will follow TxDOT ENV's Section 4(f) De Minimis Documentation in FHWA Projects – Review Checklist. This task will also include coordination with project design engineers as early as practicable to discuss possible minimization, avoidance, and mitigation strategies. These discussions and implemented strategies will be included in the De Minimis Section 4(f) documentation.

Completion of the De Minimis Section 4(f) documentation will be dependent on TxDOT's prior or concurrent completion of Section 106 coordination with the Texas State Historic Preservation Officer (SHPO) for determination of effects. For purposes of the scope and cost estimation, it is assumed that the project will pose no adverse effects to the Section 4(f) properties and that the Texas SHPO will concur with this determination, to allow for application of the De Minimis Section 4(f) finding. The Historic Consultant will prepare the wording for use in the Section 4(f) sections of the project's environmental document.

Water Quality – The ambient conditions of streams and water bodies that are likely to be impacted by the proposed project, and the identification of the potential for impacts to these water bodies will be assessed. The Environmental Consultant will obtain data from the water quality division of the Texas Commission on Environmental Quality (TCEQ) and the U.S. Environmental Protection Agency (EPA) under the Federal Clean Water Act and the Safe Drinking Water Act regarding principal or sole source aquifers and wellhead protection areas.

Floodplains – National Flood Insurance Program (NFIP) maps will be reviewed to determine what portions of the proposed project area are encumbered by the base (100 year) floodplain. Floodplain encroachment will be described and mitigation measures will be discussed.

Waters of the U.S. including wetlands – The results (impacts) of any waters of the U.S./wetlands delineation for the project will be incorporated into the CE.

Permits/Commitments – The CE will describe any permits that will need to be obtained and any commitments (i.e. mitigation). This scope of services does not include the preparation of a pre-construction notification to the U.S. Army Corps of Engineers for impacts exceeding nationwide permit thresholds.

Traffic Noise – Since this project would increase the number of through-traffic lanes, a traffic noise analysis would be required. Construction noise would also be addressed. The Environmental Consultant will follow the Noise SOUs. The Environmental Consultant will conduct a traffic noise analysis for the build alternative. The objective of the noise analysis will be to 1) model existing and predicted future design year noise levels at various locations along the proposed project; 2) evaluate the possible impact of traffic noise at these locations; and 3) discuss and evaluate possible mitigation measures to reduce or eliminate potential noise impacts. Predictions of traffic noise levels will be performed in accordance with the current and applicable state and federal regulations, standards, and guidelines using the Federal Highway Administration (FHWA) Traffic Noise Model (TNM) software. Traffic data is required and should consist of the existing (estimated time of completion [ETC]) and projected design year (existing plus 20 years) peak hour volumes for cars, medium trucks, and heavy trucks traveling on the mainlanes. Traffic data needed to complete this item will be supplied by TxDOT and should include average annual daily traffic count's (AADT), design hourly volumes predicted for

lanes, traffic mix, directional traffic split for the design hour, and speeds. This information will be provided for existing year (ETC) and 20 year proposed AADT. The potential noise impact on sensitive receptors will be assessed in accordance with the FHWA Federal Aid Highway Program Manual, Volume 7, Chapter 7, Section 3.

The noise analysis will consist of the following tasks.

Subtask 1 – Determine Receptor Locations

Identify noise-sensitive land uses and activities that currently exist in the proposed project area and where development is planned, designed, and programmed. Determine receptor locations based on noise-sensitive land uses and activities identified. Where possible, the preliminary engineering layout will include adjacent land use information, to include existing and planned (platted) subdivisions, residences, commercial facilities, parks, etc. This scope assumes that no more than 10 noise receiver locations will be modeled.

Subtask 2 – Model Existing and Predicted Future Noise Levels

The Environmental Consultant will model existing and future worst case noise levels at selected locations along the Build alternative using TNM 2.5 software. This scope does not include field measurements for existing noise levels. Traffic data information will be provided by the design engineers for this analysis. The Environmental Consultant will assess potential impacts of future noise levels on sensitive land uses including analysis and documentation of the results.

Subtask 3 – Noise Abatement Measures

If the predicted noise levels at the sensitive receptors approaches or exceeds FHWA's Noise Abatement Criteria, or substantially exceeds existing noise levels, the Environmental Consultant will provide a preliminary evaluation of alternative noise abatement measures for reducing or eliminating future traffic noise impacts. Should the noise analysis determine that noise abatement measures are warranted, a noise barrier analysis and a noise workshop would be an additional service.

Subtask 4 – Prepare Traffic Noise Section of CE

The Environmental Consultant will review and analyze the results of the noise analysis, then prepare the traffic noise section of the CE.

Air Quality – The Environmental Consultant will prepare the air quality section of the CE to document the status of regional air quality and the project impacts. A mobile source air toxics (MSAT) analysis will be required and since the Average Annual Daily Traffic is expected to be below 140,000, a qualitative analysis will be performed. The qualitative analysis will include:

1. Brief MSAT description and discussion of national trend data projecting substantial overall reductions in emissions due to stricter engine and fuel regulations issued by EPA;
2. Comparison of the expected effect of the project on traffic volumes, vehicle mix, or routing of traffic, and the associated assumed changes in MSATs;
3. An assessment of schools, licensed day cares, elder care facilities, and hospitals located within 100 and 500 meters of the ROW;
4. Discussion of information that is incomplete or unavailable for a project-specific assessment of MSAT impacts, in compliance with CEQ regulations (40 CFR 1502.22(b)); and
5. Summary of current studies regarding the health impacts of MSATs, in compliance with 40

CFR 150.22(b);

The qualitative analysis will be included in the CE document. This scope does not include a quantitative analysis.

Archeological Resources – An RKEI Archeologist will complete the Project Coordination Request (PCR) form for submittal to the Pharr District and TxDOT ENV. It is not anticipated that an archeological survey would be required because minimal ROW is required at one corner and improvements are occurring in a previously-disturbed ROW. However, if it is determined that an archeological survey is required by TxDOT ENV, then this service will be added by a supplemental agreement.

Historic Resources

Subtask 1 – Project Coordination Request (PCR) Form Preparation

The Historic Consultant will prepare a Project Coordination Request (PCR) form, for submittal to TxDOT Pharr District/TxDOT ENV. The PCR form will be completed as outlined in TxDOT ENV's Standards of Uniformity – Historical Studies Project Coordination Request (PCR).

Subtask 2 – Research Design

Prior to undertaking the fieldwork, the Historic Consultant will conduct a literature review of the project area and present a research design to be submitted to TxDOT Pharr District/TxDOT ENV as outlined in TxDOT ENV's Standards of Uniformity for Non-archeological Historic-age Resource Research Designs. The research design will include:

- Project description and discussion of possible project impacts.
- List of consulting partners including prime contractor, subconsultants, Certified Local Governments, and local preservation contacts, including County Historical Commissions.
- Survey methodology describing the Area of Potential Effects (APE), the study limits of the survey area, the historic-age cutoff date, and the historic period of significance.
- Discussion of previously designated historic properties in the study area, with reference to Texas Historical Commission (THC) survey files and Texas Historic Sites Atlas for identification of properties that have been previously listed in the National Register of Historic Places (NRHP), designated as Recorded Texas Historical Landmarks, and/or are included in the Texas Historic Sites Inventory or other available local historical surveys.
- Literature review results appropriate to the study area, its historic-age resources, and historic period of significance.
- Maps based on aerial photographs or USGS quadrangle showing the APE, proposed project locations, major street names and other directional landmarks, and location of Official State Historical Markers in the study area.
- Bibliography of sources consulted in the literature review and research design.

Subtask 3 – Reconnaissance-Level Field Survey

Following TxDOT ENV's acceptance of the research design, the Historic Consultant will complete a reconnaissance-level field survey of the proposed project to identify and record historic-age

resources within the project's APE. The location of each identified resource will be plotted on an aerial photograph, USGS map, or similarly detailed map. Photographs will be taken, addresses obtained, and physical data gathered on the resource, such as property type and subtype classifications, stylistic influences, construction dates, integrity issues, and eligibility recommendations. Representative contextual photographs will be taken of the surrounding the proposed project improvement locations for use in understanding the overall setting of the study area around the project's APE.

Subtask 4 – Draft Reconnaissance-Level Survey Report

The Historic Consultant will prepare two paper copies and one electronic copy (in PDF format) of the draft reconnaissance-level historic resources survey report for submittal to TxDOT Pharr district/TxDOT ENV as outlined in TxDOT ENV's Standards of Uniformity for Non-archeological Historic-age Resource Reconnaissance Survey Reports. The report will include the following:

- Brief overview of the results of the reconnaissance survey, including an outline of the survey methodology, a background history of the study area presenting historic contexts relevant to the time period associated with the historic-age resources, brief description of property types, and NRHP registration requirements with integrity analysis.

- Discussion of previously designated historic resources within 1,300 feet of the project, even if they are outside of the APE.

- Photographic documentation for each identified historic-age resource in the project's APE. Photographs will be attached to separately labeled pages that clearly identify project name, address (or location) of resource, direction of the photograph, style and/or form of the resource, NRHP eligibility, resource integrity issues, and any limitations encountered when photographing the resource.

- Evaluation of NRHP eligibility for each identified historic-age resource in the project's APE.

- Preliminary assessments of potential direct, indirect, and cumulative effects on historic properties, noting presence or absence of character-defining features within the proposed right-of-way. Such assessments may be limited if information regarding exact project improvement location and improvement type is not available.

- Recommendations for additional intensive survey efforts to finalize NRHP determinations of eligibility.

- Proposed changes to the research design arising from the results of the reconnaissance survey, including contextual issues, comparative property information needs, data gaps, and discussion of additional work necessary to finalize the evaluation and documentation phases of the project, based on the results of the reconnaissance survey.

- An inventory of identified resources that lists their resource ID numbers, addresses/locations, property type and subtype classifications, stylistic influences, construction dates, integrity issues, and NRHP eligibility recommendations or need for intensive-level investigations to finalize NRHP eligibility.

- A map or maps based on aerial photographs or USGS quadrangle showing the APE, major street names and major directional landmarks, and the location of each identified historic-age resource labeled with its appropriate resource ID number.

Subtask 5 – Final Reconnaissance-Level Survey Report

The Historic Consultant will incorporate TxDOT ENV comments to the draft historic resources survey report as needed and will provide two paper copies and one electronic copy (in PDF format) of the final historic resources survey report.

Subtask 6 – Environmental Document – Historic Resources Wording

The Historic Consultant will prepare the wording for use in the historic resources sections of the project's environmental document. An electronic copy of the wording in Word format will be provided.

Hazardous Materials – The Environmental Consultant will purchase a regulatory database search report including electronic GIS shapefiles. A review of the provided records will be performed according to TxDOT standards to identify listed hazardous waste generators; treatment, storage, and disposal facilities; solid waste landfills; unauthorized sites; documented spills; and underground storage tank sites within the proposed project area. Where practicable, during the field investigations, the hazardous materials sites identified in the database search that are adjacent to the project corridor will be visually inspected from public access points for the potential presence of hazardous substances and petroleum products on the subject properties. Identified sites will be located on maps. The current regulatory status of the site will be determined and presented along with the additional investigations that may be recommended based on these findings. A Hazardous Materials Initial Site Assessment (ISA) would be provided to TxDOT for their files.

This task does not include interviews with any local or adjacent landowners regarding the potential for hazardous materials use or sites. Should the hazardous materials sites review indicate that a Phase I Environmental Site Assessment, sampling, and/or subsurface investigations are warranted, these items would be additional services.

Construction Impacts – Potential adverse impacts associated with construction of the proposed project will be assessed.

Indirect and Cumulative Impacts – Since this project adds capacity, an indirect and cumulative impact analysis would be required. The Environmental Consultant will identify indirect and cumulative impacts in accordance with the requirements of FHWA Technical Advisory T 6640.8A (1987), Report 466: Desk Reference for Estimating the Indirect Effects of Proposed Transportation Projects (National Cooperative Highway Research Program 2002), TxDOT Guidance on Preparing Indirect and Cumulative Impact Analyses (2010), and related guidance from FHWA and TxDOT.

Public Involvement – A summary of the public meeting that will be held will be summarized for the CE. If a public hearing is held, the public's comments will also be summarized in the CE.

Summary – The Environmental Consultant will prepare the summary section of the CE.

Appendices – Photos and figures to include location map, existing and proposed typical sections, project layouts, USGS map including any floodplains, natural diversity database, noise receiver maps, soils map, record of resource agency coordination, etc. will be included.

3) DELIVERABLES AND CE REVIEW/REVISIONS

The information above will be compiled into a preliminary draft CE document. The CE text will be prepared on an IBM compatible computer with Microsoft Word software and a CD will be provided, if

requested. Exhibits will be limited to 8.5"x 11" format, if possible. The necessary Client copies will be provided as necessary. The Environmental Consultant will provide the following:

- Two (2) copies of the draft CE document (V1) to the TxDOT- Pharr District for review and comment. Upon receipt of comments, revisions will be made and the additional information needed to complete the items will be incorporated into the draft CE (V2).
- Six (6) copies of the draft CE document (V2) will be prepared and provided to the TxDOT- Pharr District for TxDOT Environmental Affairs Division (ENV) review.
- After receiving comments from TxDOT ENV, the Environmental Consultant will revise the draft CE document and submit the revised drafts back to TxDOT ENV for resource agency review (V3) (3 copies).
- Six (6) copies of the draft CE document (V4) will be prepared and provided to TxDOT- Pharr District for FHWA review (V4).
- After receiving comments from FHWA, the Environmental Consultant will revise the draft CE document and submit the revised draft to the TxDOT- Pharr District for (V5) (6 copies).
- After advertising an opportunity for a public hearing, the Environmental Consultant will provide final CE documents (V6) (6 copies).

4) Public Meeting

The Environmental Consultant will plan, coordinate, and conduct one Public Meeting for the project to solicit input from the community. The Public Meeting will be held in either an open house format, followed by a formal presentation and oral comment period or without the open house. The Engineer's or City's staff will be present at the Public Meeting to receive comments from the public and other attendees. The tasks to be performed will include the following:

- The Environmental Consultant will update and maintain the project mailing list and prepare a Public Meeting notice to inform adjacent property owners and other interested persons of the Public Meeting.
- Prepare materials to facilitate the Public Meeting.
- Identify and secure the venue for the Public Meeting and coordinate the logistics in support of the hearing.
- Update and maintain a mailing list that includes, but is not limited to adjacent property owners, special interest groups, and others identified by TxDOT to be used for the hearing notice.
- Prepare, publish, and distribute meeting notices and obtain affidavits of publication, in accordance with TxDOT and FHWA requirements. Notices will be published in English and in Spanish newspapers at 30 days and 10 days prior to the Public Meeting to notify the public in advance of the meeting.
- Prepare sign-in sheets, comment forms, handouts, and pre-printed nametags for staff.
- Identify and make arrangements for equipment needs (e.g., easels, chairs, tables, and audio-visual) including transportation, set-up, and break down.
- Provide for an English to Spanish translator at the Public Meeting.
- Provide for an English to Spanish translated materials such as legal notice, comment forms and handouts.
- Provide and coordinate Public Meeting informational and directional signs (registration/sign-in, written comment station, and directional arrows for traffic flow).
- Provide two personnel (Sr. Planner and Env. Planner) to conduct the Public Meeting.
- Prepare graphics related to the environmental study.
- Provide a Summary and Analysis Report that will include copies of notices, photographs, handouts, sign-in sheets, comment forms, letters, and a transcript of comments made during the Public Meeting. The Public Meeting comments and responses will be compiled to properly record the meeting and hearing. There will be one Public Meeting summary report. Four bound copies and one electronic copy in PDF format of the summary report will be prepared.

5) Afford for an Opportunity for Public Hearing

The Environmental Consultant will prepare and advertise an Opportunity for a Public Hearing.

- Prepare and publish a public hearing notice and obtain affidavits of publication, in accordance with TxDOT and FHWA requirements. Notices will be published in English and in Spanish newspapers at 30 days and 10 days.

This scope of work does not include holding a public hearing. If a public hearing is requested to be held, an additional scope and fee will be added by supplemental agreement.

PLAN, SPECIFICATIONS AND ESTIMATE SERVICES

1) The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual. The location of project should depict the entire project with beginning and ending (Station Numbers/Reference Markers) for each noted CSJ. Mapping landmarks (side streets, creeks, etc.) along with North Arrow and a scale should be shown to help relate the physical location of the project.
2) The Engineer shall use the Design Speed, the Funding Category, Average Daily Traffic, ADT, Roadway Classification, Location Type, and the appropriate Design Criteria to develop the typical sections as set forth in the Roadway Design Manual, PS&E Preparation Manual and other deemed necessary State approved manuals to prepare and submit the work under this task. The existing typical section should be shown with current roadway (pavement, right of way, etc.) characteristics. The proposed typical sections should be shown below the existing typical section with all related pertinent (pavement, right of way, etc.) information for the proposed roadway construction.
3) For Roadway, Bridge and Traffic quantities, the Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. All summaries shall be consolidated per CSJ, City or County participation, etc. Any quantities shown "For Contractor Information Only" should be shown as such.

TRAFFIC CONTROL PLANS (TCP)

1) The Engineer will develop a conceptual traffic control plan (TCP), roll plot, and narrative. These information will be submitted to the County and TxDOT for review. The Engineer shall make a presentation to the District Traffic Control Safety Review Committee to obtain approval of the TCP prior to development of plan sheets. Modifications requested by TxDOT or County after approval will be consider additional work and be added by supplemental agreement.
2) The Engineer shall notify the State if they plan on requesting a speed reduction at the work zones. The Engineer shall prepare the request form using the latest approved Strip Map within the project limits in conjunction with the Traffic Standards for this request. If the project limits is within the city limits, the request shall be coordinated with the State and the local municipality at the early design process.
3) The Engineer shall provide the State with a hardcopy and accompanying electronic file of a schedule and Critical Path Method for project duration for each phase of construction using SureTrack software
4) The Engineer shall describe the type of work to be performed for each phase of sequence of construction and any special instructions (ex: storm sewer, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
5) The Engineer shall include the work limits, the location of channelizing devices, positive barrier, location & direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of sequence of construction.
6) If Engineer determines that a standard is not applicable to address the entire project, then the Engineer shall prepare layouts for each respective phase of sequence of construction to illustrate any necessary additional construction details not covered by the Standards to address work limits for each sequence in stations,

channelizing devices, barricades, positive barrier, tapers, buffer zones, TCP signage, signs, work zone pavement markings, work area, location & direction of traffic, locations for pedestrian crossings, and other information deemed necessary for each phase of sequence of construction. The Engineer shall develop the layouts by referring to the TxDOT standards, latest version of the TxMUTCD for non-TCP signage that may be needed as part of the TCP signage for intersections. The layouts shall address construction of detours, access to business, homes, side streets, and driveways, and reroute of traffic to other roads.

7) The Engineer will address drainage issues that are a result of changes in horizontal and vertical profiles by specifying the location and size of the temporary drainage structures.
8) The Engineer shall prepare the plan and profile sheets and cross sections for all detours.
9) The Engineer will develop TCP plans as double stacked, 1" = 100'. TCP plans will be developed for a two phase approach to traffic control.

ROADWAY DETAILS

1) The alignment sheet(s) include the following for complex projects and/or where it is not desirable to show the following information on the plan and profiles sheet(s): include the project limits for the entire project, label curve date bearings/coordinates for each alignment, computer generated data may be graphically place on the sheet(s) and if applicable the State Plane Coordinates System should be noted on this sheet(s).
2) The Benchmark Data sheet shall be developed in tabulated form and accompanied by surveyor's sketch showing the Station Number from respective alignment, Offset, and Elevation and Physical Description.
3) The Engineer shall design the plan (horizontal) and profile (vertical) including roadway transitions based on the controlling criteria previously defined and as set forth in the previously listed. The Engineer shall develop the alignment for the project in GEOPAK format. Plan and Profile sheets will be developed at 1" =100'.
4) The Engineer shall identify and notify the State all locations not meeting the set criteria. In addition, the Engineer shall provide alternatives and a recommendation to address these design issues.
5) The Engineer shall develop and verify all cross sections in preparation of the proposed traffic control plan, drainage, utilities, right-of-way, and access onto adjacent properties. In addition, the cross sections shall be drained to maintain the natural watershed unless otherwise directed by the State.
6) The Engineer shall determine all cut and fill quantities.
7) The Engineer shall design all intersections to accommodate the design vehicles turning radius. The ADA-wheelchair ramps shall be designed in accordance to the TDLR compliance and the latest TxDOT's Pedestrian Ramp Standards in conjunction with the requirement of the latest version of the TxMUTCD as it relates location of the traffic signals pedestrian heads, signage, and pavement markings.
8) The Engineer shall design all longitudinal barriers (railing and guardrail), raised median, fencing, bus bays, parking areas, mailboxes, and shoulder texturing in accordance to the criteria set forth in the roadway design manual and standards. Miscellaneous Details Sheet(s) may be developed to illustrate any necessary additional construction details not covered by the Standards.

DRAINAGE DETAILS

1) The Engineer shall use the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other deemed necessary State approved manuals to prepare and submit the work under this section
2) The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The hydraulic calculations shall have the following based on previously County approved drainage study:
   a) Description-Material, Size, & Entrance (headwall)
   b) Design discharges, Flow per barrel, barrel slope, and Manning n-value
   c) Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
   d) Outlet flow line, Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
   e) Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity.
3) The Engineer shall show the location of culverts and ditches on the roadway plan view.
4) The Engineer shall use TxDOT standards preferably at all times. Modification to inlets, pipe connection, bedding details, and other elements pertaining to drainage details shall be included under this work task. The BCS sheet

must be submitted for all box culverts within the project limits. This sheet must be signed and sealed by the Engineer.

TRAFFIC ITEMS

The Engineer shall coordinate with the TXDOT Pharr District for traffic items under TXDOT maintenance (Signs, Pavement Markings and Traffic Signals). The Engineer will incorporate TXDOT comments into the PS&E.

1) **SIGNS**

The Engineer shall inventory all signage through the project limits including those limits that are considered incidental to the project limits. All intersections and roadway signage shall be designed and spaced according to the requirements set forth in TXDOT's Sign Crew Field Book and standards for work under this task. Any signs no longer used by the State shall be taken out and replace by an accepted TXMUTCD signs. The Engineer shall design all signage according to the latest version of the TXMUTCD, Supplemental to TXMUTCD, and TXDOT's Signs and Markings Manual.

Signing Layouts (double banked 1"=50') shall include the following:

- Legend
- Notes
- Callouts/dimensions
- Existing signs to remain
- Existing signs to be removed
- Proposed signs type/location
- Summary - Proposed signs
- Summary - Existing signs to be removed

2) **PAVEMENT MARKINGS**

The Engineer shall design all pavement markings according to the latest version of the TXMUTCD, Supplemental to TXMUTCD, and TXDOT's Signs and Markings Manual. The Engineer will develop pavement marking details within the work area. All striping to be removed will be so indicated along with complete restriping of the project area.

Pavement Markings Layouts (double banked 1"=50') shall include the following:

- Legend
- Notes
- Callouts/dimensions
- Existing striping to remain
- Existing striping to be removed
- Proposed pavement markings
- Tie in proposed pavement markings to existing striping
- Summary - Pavement Markings

3) **TRAFFIC SIGNALS**

The Engineer shall inventory all traffic signals through the project limits including those limits that are considered incidental to the project limits. All traffic signals shall be designed and spaced according to the requirements set forth in TXDOT's standards for work under this task. The Engineer will submit to TXDOT traffic signal warrants.

Traffic Signal will be installed at the following intersections:

- Dicker Rd at Spur 115 (23rd St) - Modification

- Dicker Rd at SH 336 (10th St) - Modification
- Dicker Rd at McColl Rd - Modification
- Dicker Rd at FM 2061 (Jackson Rd) - Modification

General Requirements:

- Contact Local Utility Company, conduct joint field investigation, determine service drop locations, determine need for adjustment of overhead utility lines.
- Select TXDOT standard drawings.
- Signal configuration shall be span wire with luminaires on signal poles.

Traffic Signal Layouts to include the following layouts:

- General Notes
- Summary - Traffic Signal
- Existing Conditions Layout (single bank 1"=50')
- Proposed Signal Layouts (single bank 1"=60') shall include the following:
    - Legend
    - Notes
    - Signal configuration type
    - Detection location
    - Controller location/type
    - Ground box location/type
    - Wiring/Conduit location
    - Signal head orientation
    - Luminaires location/orientation
    - Overhead signs location
    - Phasing/Phase sequence diagram
    - Electrical schedule
    - Detector schedule
    - Signal head schedule
    - Foundation schedule
    - Sign details schedule
    - Timing chart (isolated)
    - Electrical service data

STORM WATER POLLUTION PREVENTION PLANS (SW3P)

The Engineer shall submit and prepare separate SW3P sheets when soil is to be disturbed as part of the erosion control measures during each phase of the sequence of construction. The general plan for the SW3P on this project is to enclose the area under construction including existing and proposed inlets with erosion control devices and provide a stabilized construction entrances at points where traffic will be entering or leaving the construction site. The Engineer shall also design structures or features to control erosion and suspended sediments for post-construction. A standardized General Note will serve as the SW3P where there is to be no soil disturbance (seal coats, overlays, etc.) in the project. The Engineer shall refer to the Hydraulic Design Manual, TxDOT standards, TxDOT Storm Water Management Guidelines, the Environmental Manual, and District Environmental Staff for guidance on work under this task. Erosion Control measures shall conform to one or more of the approved TxDOT / Texas Natural Resources Conservation Commission (TNRCC) / US Environmental Protection Agency (EPA) / US Army Corps of Engineers (USACE) Best Management Practices. The appropriate Best Management Practice(s) shall be listed on the Environmental Issues, Permits, and Commitments (EIPC) sheet to be included as a Plan Sheet and shall be followed by the Engineer and Contractor to completion. Plan sheets will be develop separate from TCP as 1"=100', double stacked.

CROSS SECTIONS

For the Final Submission, the Engineer shall furnish the final cross - section plots, on 36" wide x 120" long roll plots, showing both the original terrain and the design cross-sections, showing the roadway template, at a vertical scale of 1"=10' and a horizontal scale of 1"=10'. The design cross - sections shall indicate the slope rate on the side slopes. The Engineer shall use GeoPak software and provide the state with the applicable files. Cross sections are to show proposed pavement thickness, top of subgrade, finish grade of side bar ditches with slopes and location of right of way. Indicating other features within the cross sections is not part of the scope of work, ie. Underground utilities, storm sewer lines, top soil, etc.

BRIDGE DESIGN

Bridge design will be provided for the widening of the San Juan Main Canal and HCDD# 1 South Floodway Bridge. Work is limited to widening of existing structures. Additional work if and when required by TxDOT for bridge replacement, detail evaluation of existing conditions and global stability analysis of fill section will be added by supplemental agreement if and when required.

1) Preparation of Structural Details
2) Preparation of Bridge Layouts (each bridge)
   a) Bridge Layouts (PLAN)
      i) Horizontal curve information or bearing of centerline.
      ii) Including horizontal, vertical, and template information of all roadways or railroads crossed.
      iii) Bearing of center line or reference line.
      iv) Skew angle(s).
      v) Slope for header banks and approach fills.
      vi) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
      vii) Approach pavement and crown width.
      viii) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
      ix) Bridge end treatments (cement stabilized backfill details, etc.)
      x) Limits and type of riprap.
      xi) Proposed features under structure.
      xii) Location of profile grade line.
      xiii) North arrow.
      xiv) Typical bridge roadway section including preliminary proposed beam types and spacings.
      xv) Cross slope and superelevation data.
      xvi) Minimum horizontal clearances will be calculated and indicated (dimensioned) to controlling features, when applicable.
      xvii) Location of soil core holes (station and offset), shown on layout.
      xviii) Bent stations and bearings.
      xix) Retaining wall locations.
      xx) Traffic flow directional arrows.
      xxi) Railing types shown (use single slope railing unless otherwise directed).
      xxii) Joint types and seal size, if used.
      xxiii) Beam line numbers consistent with span details.
      xxiv) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
      xxv) Bearings of utilities.
      xxvi) Overhead sign bridge locations, if applicable
   b) Bridge Layouts (ELEVATION)
      i) Type of foundation.
      ii) Finished grade elevations at beginning and end of bridge,
      iii) Overall length of structure.
      iv) Length, type of spans and units.

v) Type of railing.
vi) Minimum calculated vertical clearance(s).
vii) Existing and proposed ground lines clearly marked.
viii) Grid elevations and stations.
ix) Bent numbers encircled.
x) Stationing of bridge compatible with grid stations.
xi) Standard title.
xii) Profile grade data.
xiii) Type of riprap.
xiv) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
xv) Dowel locations at all bents.
xvi) Column "H" heights.
xvii) Number, size and length of foundations.
xviii) Overhead sign bridge locations.

c) Additional layout requirements for waterway structures and bridge classification culverts.
i) Design and 100-year peak discharges.
ii) Design and 100-year high water (HW). (Recorded HW and date if available.)
iii) Natural and through-bridge velocities for design and 100-year floods.
iv) Calculated backwater for design and 100-year floods.
v) Direction of flow for waterway crossings.
vi) Contours for water crossing.

3) Bridge Total Quantities, Cost Estimates, and Summary Sheets (each bridge)
4) Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
5) General Guidelines for Bridge Design - The Engineer shall prepare a bridge layout of each bridge structure for the TxDOT'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 State 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, FHWA, US Army Corps of Engineers, Texas Parks and Wildlife. Consequently, the Engineer's design contract schedule should reflect all bridge layouts being submitted at the earliest possible date, and generous review times should be associated with the submittals.

DELIVERABLES

PS&E

The Engineer shall deliver to the County and TxDOT Project Manager one copies and one CD's containing PDF's of the plan sheets provided, respective of the 1st, 2nd, and 3rd submittal. For the final submittal, the Engineer shall submit one set in Mylar accompanied by a paper copy and two CD's containing PDF's of the final plans.

1st Submittal -

1) Design Summary Report
2) Title Sheet
3) Typical Sections (existing and proposed)
4) Traffic Control Plan
5) Utility Layout (conflicts identified)
6) Plan & Profile
   a) Vertical Alignment (existing and proposed)
   b) Horizontal Alignment (existing and proposed)

7) Miscellaneous Details
8) Bridge Layouts
9) Corresponding Quantity Summary Sheets
10) Corresponding Standard Detail Sheets for all Items of Work in this submittal
11) Preliminary Estimate
12) Design Exceptions/Waivers required
13) Newly created Special Provisions/Specifications to be used (Form 1814)
14) R.O.W. (issues identified)
15) 2 Rolls of Cross Sections

2nd Submittal -
1) Index Sheet
2) Hydrologic Computation Sheets
3) Hydraulic Data Sheets
4) Drainage Area Maps
5) Drainage Plan & Profile
6) Drainage Structure Details
7) Storm Sewer Details
8) Storm Water Pollution Prevention Plan
9) Miscellaneous Details
10) Bridge Details
11) Corresponding Quantity Summary Sheets
12) Corresponding Standard Detail Sheets for all Items of Work in this submittal
13) Updated Estimate
14) Utility Adjustment/Relocation Details
15) R.O.W. Acquisition Detail
16) 2 Rolls of Cross Sections

3rd Submittal -
1) Final Index of Sheets
2) Pavement Marking Layout/Details
3) Bridge Details
4) Miscellaneous Details
5) Corresponding Quantity Summary Sheets
6) Corresponding Standard Detail Sheets for all Items of Work in this submittal
7) Final Estimate
8) General Notes
9) Certifications
10) Form 1002
11) Cross Sections

4th Submittal - PS&E Package 100% complete.

ENVIRONMENTAL ASSESSMENT
The Engineer shall submit the Environmental Assessment to the Texas Department of Transportation for review and approval. Three hard copies and one CD with PDF's of the submittal will be provided for the preliminary draft, final draft and final assessment.

HYDRAULIC DELIVERABLES
The Engineer shall submit the Hydraulic Report signed and sealed by a Registered Professional Engineer in the State of Texas.

SURVEY DELIVERABLES

The Engineer shall submit, after completion of PS&E, all original field books containing all survey information requested for this work authorization. The field book shall contain all information gathered in the field. The survey information provided shall be to the surveyor's best knowledge, accurate, and complete.

Electronic files (*.txt) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system. The x-coordinate corresponding to the east bearing, the y-coordinate corresponding to the north bearing, and the z-coordinate corresponding to the vertical elevation.

Electronic 2d and 3d Microstation files (*.dgn) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system.

CONTRACT NO. C-12-119-07-31
DICKER ROAD
WORK AUTHORIZATION NO. 3
ATTACHMENT "C"
Work Schedule

Description	Time
Purchasing Department PO and NTP	NTP
Begine PS&E and Draft CE Report	7 months
TxDOT Review	3 months
Revise CE and Resubmit	1 month
Review by FHWA	2 months
Revise CE and Resubmit	1 month
Approval to afford opportunity to Public Hearing	3 months
Clearance from FHWA	1 month
Purchase of One Parcel and finalize PS&E	4 months
Total	22 months from NTP

CONTRACT NO. C-12-119-07-31
DICKER ROAD
WORK AUTHORIZATION NO. 3
ATTACHMENT "D" FEE PROPOSAL
UPDATED 10/10/13

ESTIMATE OF CONSTRUCTION COST	**$**	**9,800,000.00**

BASIC ENGINEERING SERVICES

ITEM		AMOUNT
General Management	$	33,120.00
Utility Coordination	$	69,080.00
General PS&E	$	83,250.00
Traffic Control Plan	$	81,060.00
Roadway Details	$	168,935.00
Drainage Details	$	54,710.00
Signing, Pavement Markings and Traffic Signals	$	121,805.00
EPIC & SW3P	$	31,785.00
Bridge Design	$	105,920.00
Project DirectCosts	$	30,000.00
SUBTOTAL BASIC ENGINEERING SERVICES	$	779,665.00

SPECIAL ENGINEERING SERVICES

ITEM		AMOUNT
Stakeholder Meeting (TEDSI)	$	36,480.00
Environmental Documentation Allowance	$	172,500.00
Public Involvement Allowance	$	45,000.00
	$	-
SUBTOTAL SPECIAL ENGINEERING SERVICES	$	253,980.00

TOTAL FEE PROPOSAL	**$**	**1,033,645.00**

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572

July 23, 2014

Commissioner Hector "Tito" Palacios
300 W. Hall Acres, Suite G
Pharr, Tx 78577

Reference: Dicker Road Improvement Project Contract No. C-12-119-07-31

Dear Commissioner Palacios,

During the development of Work Authorization No. 3, the scope of work for the environmental documentation was set as a Category Exclusion. Since approval of the Work Authorization, TxDOT has informed us that an Environmental Assessment will be required in order to obtain environmental clearance on the Dicker Road Project. This requirement also affects the Public Involvement scope of work.

Fortunately we included monies in the Work Authorization to address this potential additional scope of work. I am sending this letter to request that the full amount of the Environmental and Public Involvement Allowance be release to compensate TEDSI for the additional work required by TxDOT. No additional monies will need to be authorized.

I respectfully request the Environmental Allowance of $172,500.00 and Public Involvement Allowance of $45,000.00 as shown on Attachment D of the approved Work Authorization No. 3 be placed on the next Commissioner's Court Agenda for approval to utilize the allowances.

Please let me know if I can be of further assistance. I look forward to assisting you and the Precinct in continuing to move the Dicker Road Improvement Project forward.

Sincerely,
TEDSI Infrastructure Group, Inc.

Craig F. Stong, P.E.
Vice President

AI-45929 **Purchasing Department** **24. C. 4.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Comm. Tito Palacios-HC-Pct.2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting acceptance and approval of Work Authorization No. 10 (with an estimated cost of $4,197.77) as submitted by Raba Kistner, Inc., Contract# C-13-351-01-21, for Construction Material Testing services for the Pct 2 Owassa Rd (1476 ft W of Intersection of Owassa Rd to "I" Rd) Paving Improvement Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-103-0-731

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

BUDGETARY IMPACT:

Funds available through Requisition#261629 in the amount of $4197.77 for Raba Kistner.

Attachments

Work Authorization #10

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	08/08/2014 02:33 PM
Purchasing Department	Marty Salazar	08/08/2014 03:30 PM
Budget & Management	Debbie Tamez	08/08/2014 04:07 PM
Glinda Pacheco	Glinda Pacheco	08/08/2014 04:56 PM
Auditor's Office	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Erika Zamora Started On: 08/08/2014

Final Approval Date: 08/08/2014

Proposal No. PMD14-106-00 **EXHIBIT "D"**
August 8, 2014

RABA KISTNER CONSULTANTS

Raba Kistner Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257
TBPLS Firm 10193784

Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
300 West Hall Acres, Suite G
Pharr, Texas 78577

RE: Construction Materials Observation and Testing Services
Hidalgo County Pct. No. 2 Owassa Road Improvements from City Limits to I Road
Pharr, Hidalgo County, Texas

Dear Commissioner Palacios:

In accordance with the Professional Services Agreement C-13-351-01-21 with the County of Hidalgo, executed on January 21, 2014, **RABA KISTNER Consultants, Inc. (RKCI)** is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is **$4,197.77.**

Our proposed scope of services and estimated item quantities are based upon the information received via electronic-mail transmittal from Ms. Eliza Yzaguirre, Engineering Tech with Hidalgo County, on Thursday, August 7, 2014, and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Dennis C. Charkow
Supervisor, CME

DCC/rs
Attachments: Basic Charges
I- Standard Terms and Conditions
II- Schedules of Fees

Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

W:\Active Proposals\McAllen\2014\PMD14-McAllen\PMD14-106-00\Hidalgo County Pct. No. 2 Owasa Road Improvements From City Limits to I Road.doc

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) ..... 1.00 /hour(s)

   Vehicle Trip Charge ..... $ 46.75/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Pct. No. 2 Owassa Road Improvements from City Limits to I Road
Pharr, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork:				
1. Moisture-Density Relationship (Proctor)	$223.25	each	3	$669.75
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$81.50	each	2	$163.00
3. Sieve Analysis -200	$55.00	each	2	$110.00
4. Sieve Analysis - Flexible Base Material	$55.00	each	1	$55.00
5. Technician Time Sampling	$47.75	hour	5	$238.75
6. Field Density Test - Roadway (Assume 1 Density / 300 ln.ft. of Roadway)	$20.50	each	16	$328.00
7. Technician Time - Density Testing - Roadway	$47.75	hour	8	$382.00
8. Vehicle Travel Charge	$46.75	trip	6	$280.50
Subtotal				**$2,227.00**
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$57.25	hour	8	$458.00
2. Field Density Test - Roadway	$20.50	each	6	$123.00
3. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$275.50	each	1	$275.50
4. Maximum Theoretical Specific Gravity of Asphalt	$101.00	each	1	$101.00
5. Asphaltic Concrete Coring: **(6 Cores)**				
a.) Two Men	$98.25	hour	3	$294.75
b.) Coring Rig	$110.00	day	1	$110.00
c.) Generator	$92.75	day	1	$92.75
d.) Bit Wear - Quartz Aggregate (River Gravel)	$6.15	in.-in.	1	$6.15
e.) Core Hole Patch	$5.75	each	6	$34.50
6. Vehicle Travel Charge	$46.75	trip	2	$93.50
Subtotal				**$1,589.15**
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$381.62
Subtotal				**$381.62**
		GRAND TOTAL		**$4,197.77**

PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

_____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

HIDALGO COUNTY

Professional Construction Material Testing laboratory Services
Agreement # C-13-351-01-21.
Work Authorization Form

WORK AUTHORIZATION NO. 10

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioners' Court**, hereinafter called the **"Owner,"** and, RABA KISTNER Consultants, Inc. Professional Laboratories of McAllen, Texas, hereinafter called **"Laboratory".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide Construction Material Testing for the Precinct No. 2 Owassa Road Improvements (From City Limits to I Road) Pharr, Hidalgo County, Texas.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for the services under this Work Authorization is $4,197.77. This amount is based upon the costs outlined in the Estimated Cost Proposal hereto as ***EXHIBIT "D"***.

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 10 shall be funded through funding source:

Account No.

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

WA **10**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No 2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No **10**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO 2

BY: _____

PART 8 ACCEPTANCES AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2011.

THE LABORATORY:
RABA KISTNER Consultants, Inc.

BY: Dennis C. Charkow

THE OWNER:
HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

AI-45723 **Purchasing Department 24. D. 1.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Comm. J. Palacios, HC-Pct. 4 **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a) (4) a professional services;

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional construction materials testing and geo-technical testing services for Pct No.4 "ON CALL SERVICES".

Totals	Terracon Consultants Engineering	PSI Engineering	L&G Engineering
Scores	96	95	98
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for construction materials testing and geo-technical testing services for Pct No.4 "ON CALL SERVICES".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-007-0-739

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

BUDGETARY IMPACT:

Funding available as of 8/08/14

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/31/2014 11:34 AM
Budget & Management	Obdett Calzada	07/31/2014 02:20 PM
Auditor's Office	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Nielda Cavazos Started On: 07/28/2014 04:10 PM

Final Approval Date: 08/08/2014

HIDALGO COUNTY PRECINCT NO 4
FOR
Construction Materials Testing and GEO Technical Testing
(on call as needed)

For County Owned Property located within Hidalgo County Pct 4

Scoring & Evaluation GRID

Engineering Services

Total Scores	Terracon Consultants Engineering	PSI Engineering	L&G Engineering
Evaluator 1	96	95	98
RANKING			

*Scoring & Evaluation was completed by Pct No 4 *

AI-45879 **Purchasing Department 24. D. 2.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Comm. J Palacios, HC Pct. #4 **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval of an exception to the current Accounting Procedures Manual, Chapter 11-CAR RENTALS, Articles-a. d. (or applicable articles) in connection with the expenses incurred for a rental vehicle from AVIS (a State Travel Management Program vendor) but charges a fee for a one-way rental (higher cost) from Dallas, Tx back to the Valley; and, if approved;

B. Approval the reimbursement to Comm. Joseph Palacios, HC Pct. #4, of the full car rental expense submitted (as necessitated by and due to circumstances detailed in explanation attached hereto) of $396.83 (less allowable expenses through Auditor's review) from AVIS Car Rentals.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-005-0-583

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

BUDGETARY IMPACT:

Available balance as of 8-8-14 $3,663.94

Attachments

back up

rec

email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/06/2014 05:35 PM
Budget & Management	Debbie Tamez	08/07/2014 10:52 AM
Manuel Chapa	Manuel Chapa	08/08/2014 09:38 AM
Auditor's Office	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Marty Salazar Started On: 08/06/2014 01:53 PM

Final Approval Date: 08/08/2014

d. Accidents, if any, must be reported to the local police before leaving the scene. The Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

11. CAR RENTALS

a. Car rentals will be reimbursed when it is the most economical means of transportation. Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract due to the insurance coverage provided (loss/damage waiver and liability insurance coverage). For further information contact the Purchasing Department at (956) 318-2626. Car rental reservations made with the department's travel card must be reserved through the Purchasing Department (see Travel Card Procedures).

b. Car rental reservations should be made in advance to ensure availability of appropriate size and type of vehicle. When more than one traveler is going to the same destination, "coordination of travel" is required (see Section 7). In addition, a statement as to whether the department has an assigned County vehicle and the reasons for not utilizing the County vehicle should be noted on the purchase requisition. Rental cars are to be restricted to size and type as follows:

I. Compact, midsize, or full size car when used by one to four County employees.
II. Midsize sport utility or minivan when used by four or more County employees.
III. Rental of "luxury" and large "sport utility vehicles" such as a Chevy Suburban, Ford Expedition, or similar models are not allowed. However, rental of these types of models will be allowed if the car rental company honors the rate for the applicable size and type of vehicle allowed by policy.

c. Rental of cars is acceptable for one day before the meeting or conference begins whenever same day rental is not practical. Return of rental vehicle one day after the meeting or conference ends is acceptable if same day return is not practical.

d. If a County Official or employee wishes to rent a vehicle other than the vehicle size and type allowed by the policy, the individual will be responsible for paying the entire invoice amount and may seek reimbursement for the amount allowed by Policy. The traveler will only be reimbursed the state contract price rate for the allowable vehicle size and type. In addition, the department's travel card cannot be utilized to

RENTAL AGREEMENT NUMBER: [redacted]

RECEIPT

YOUR INFORMATION
Customer Name : PALACIOS/JOSEPH
Methods Of Payment : VISA XX6118

YOUR VEHICLE INFORMATION
Avis Car Number : 6 4 7 3 1 5 3 1
Plate Number : CO 881B0I
Veh Grp Charged : Standard SUV-7 Pass
Veh Grp Rented : Standard SUV-7 Pass
Veh Description : WHI FORD EXPLORER 4WD
Total Driven : 553 MIs Odometer In: 20496 MIs
Fuel Gauge Reading: Full

YOUR RENTAL
Pickup Date/Time : JUL 14,2014@11:24 PM
Pickup Location : 2424 EAST 38TH STREET
DALLAS,TX,75261,US

Return Date/Time : JUL 15,2014@05:50 PM
Return Location : 2500 SOUTH BICENTENIAL BLVD
MCALLEN,TX,78503,US

YOUR VEHICLE CHARGES:
MIN 1 DAY
RATE CHART TIME AND MILEAGE
MIs : Unlimited
HRLY : 227.25
DAILY: 302.99
MNTLY:

MIN 1DY/WZ/S 553FM	+	302.99
Time & Mileage:		302.99
TAXABLE FEES		
CUSTOMER FACILITY CHG 4.00 /D	+	4.00
TRANSPORTATION FEE 2.20 /DY	+	2.20
VEH LICENSE RECOUP 2.00 /DY	+	2.00
11.11% Concession Recovery Fee	+	33.08
Subtotal Charges:		345.07
Sales Tax 15.000%	+	51.76
NON TAXABLE ITEMS		
Your Total Charges Paid:		396.83
Prepayment :		.00
NET CHARGES	USD	396.83
Your Total Due:		0.00

Fuel service: .5470/MI 9.299/Gal
TAX INCLUDES 5% PROJECT TAX

YOUR OPTIONAL PRODUCTS/SERVICES

4 passengers:
Joseph Palacios
Commissioner Pct 4
Marcus Lopez
Chief Administrator Pct 4
Arturo Guajardo
County Clerk
Yoe Lopez
Office Mgr

---------NOTICES----------AVIS----------NOTICES----------AVIS----------NOTICES----------AVIS----------NOTICES

I agree to the rental charges above. I acknowledge additional charges could be added based on tolls, tickets, fines administrative charges and other fees which may be applicable.X_____

Thank you for renting with Avis.

If you have questions regarding this rental, call us at 956-687-9597

This vehicle was rented to you by RANDY This vehicle was checked in for you by 20127

Search Web na

Zimbra **nielda.cavazos@co.hidalgo.tx.us**

Fwd: Vehicle Rental Reimbursemet

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Wed, Aug 06, 2014 04:21 PM
Subject : Fwd: Vehicle Rental Reimbursemet
To : Nielda Cavazos <nielda.cavazos@co.hidalgo.tx.us>

Please attach this e-mail to the agenda item in the inbox.

From: "Gloria Beltran" <gloria.beltran@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "joseph palacios22" <joseph_palacios22@yahoo.com>, "marcos lopez" <marcos.lopez@co.hidalgo.tx.us>
Sent: Wednesday, August 6, 2014 3:54:06 PM
Subject: Vehicle Rental Reimbursemet

Ms. Marty,

Please be advised that the 7/14/14 return flight from New Orleans (PO #709440)was canceled in Dallas, TX. Commissioner Joseph Palacios and Marcos Lopez were passengers on this flight. They were informed that return flights were not available on 7/15/14. The earliest possible return flight into McAllen was Wednesday, 7/16/14. This was not acceptable due to Commissioner needing to be present at Commissioners' Court on 7/15/14 due to a Pct 4 Proclamation agenda item and to avoid additional expenses for Hidalgo County.

The only option was to rent a vehicle. In attempting to rent a vehicle several rental agencies were visited and found that Enterprise & Hertz had no cars available due to demand stemming from flight cancelation. Avis still had some vehicles available; therefore the rental agreement was made with Avis.

Should you have any questions feel free to call Marcos Lopez.

Thank You,
Gloria Ann Beltran
Hidalgo County Pct 4 Executive Assistant
1051 N Doolittle Rd
Edinburg, TX 78542
(956)383-3112 ext 4008 or (956)292-7652
gloria.beltran@co.hidalgo.tx.us

AI-45647 **Purchasing Department 24. E. 1.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Hon. J. E. Guerra, HC-Sheriff **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending bid award and approval of contract document to the most responsible vendor submitting lowest and best bid (and meeting specifications and/or requirements) for: Hidalgo County Sheriff's Office – "Generator Maintenance Service & Repairs at Sheriff's Facilities" under Request for Bids (RFB) No.: 2014-280-07-09-YSS.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-21-280-002-0-431/432

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

BUDGETARY IMPACT:

Available balance as of 7-25-14 in the following object codes:
431 $26,928.87
432 $ 5,197.95

Services are on an as needed basis

Attachments

contract w acord, legal apprvl, dept recomend

Tab sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/23/2014 04:43 PM
Budget & Management	Debbie Tamez	07/24/2014 02:40 PM
Manuel Chapa	Manuel Chapa	07/25/2014 10:34 AM
Auditor's Office	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Yvette Islas Started On: 07/23/2014 10:29 AM

Final Approval Date: 08/08/2014

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-14-280-08-12

THIS CONTRACT is made and entered into this **12th** day of **August, 2014** by and between the **County of Hidalgo, Texas** ("County"), and **Holt Texas, LTD.** ("Company").

WHEREAS, Company responded to advertised notices for bids for: **"Generator Maintenance Service & Repairs at Sheriff's Facilities"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years (on an as needed basis)**, commencing on **August 12, 2014** and expiring on **August 11, 2016** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services

shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company:	**Holt Texas, LTD** **Attention: Charles Strickland** **3302 So. W. W. White Rd.** **San Antonio, TX 78222**

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

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be

enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

17. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

19. **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 the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this _day of _____, 2014.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
Holt Texas, LTD

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners' Court on : _____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

June 24, 2014

RE: ADDENDUM NO. 1
FOR RFB No: 2014-280-07-09-YSS HIDALGO COUNTY SHERIFF'S OFFICE- "GENERATOR MAINTENANCE SERVICE & REPAIRS AT SHERIFF'S FACILITIES"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1**, in connection with **HIDALGO COUNTY SHERIFF'S OFFICE** -Request for Bids for the **"GENERATOR MAINTENANCE SERVICE & REPAIRS AT SHERIFF'S FACILITIES".**

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original procurement packet LEGAL NOTICE page 3 paragraph 9.

ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1 by signing and returning this notice via e-mail to yvette.salinas@ co.hidalgo.tx.us.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your procurement packet for **HIDALGO COUNTY SHERIFF'S OFFICE-"SERVICE and MAINTENANCE for GENERATORS at JAIL-LAW ENFORCEMENT".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO. 1
ACKNOWLEDEMENT OF RECEIPT

_____
Print Firm's Name

MLS/yss
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1
JUNE 24, 2014

HIDALGO COUNTY SHERIFF'S OFFICE-
"GENERATOR MAINTENANCE SERVICE & REPAIRS AT SHERIFF'S FACILITIES"
BID NO. 2014-280-07-09-YSS

PLEASE ADD THE ATTACHED "LEGAL NOTICE" (consisting of eight (8) pages), AS IT WAS INADVERTADNLTY LEFT OUT OF THE PACKET.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, June 24, 2014 for RFB NO.: 2014-280-07-09-YSS **"HIDALGO COUNTY SHERIFF'S OFFICE-"GENERATOR MAINTENANCE SERVICE & REPAIRS AT SHERIFF'S FACILITIES".**

_____ _____
Print VENDOR's Name Date

***NOTE: THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE.**

Bid No: 2014-280-07-09-YSS	Buyer: Yvette Salinas	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "GENERATOR MAINTENANCE SERVICE & REPAIRS AT SHERIFF'S FACILITIES"

BID OPENING DATE: JULY 09, 2014

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 – New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE- "GENERATOR MAINTENANCE SERVICE & REPAIRS AT SHERIFF'S FACILITIES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2014-280-07-09-YSS HIDALGO COUNTY SHERIFF'S OFFICE -"GENERATOR MAINTENANCE SERVICE & REPAIRS AT SHERIFF'S FACILITIES"** and in County's Purchasing Department, Physical: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M. WEDNESDAY, JULY 09, 2014. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2014-280-07-09-YSS HIDALGO COUNTY SHERIFF'S OFFICE- "SERVICE & MAINTENANCE FOR GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC" .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any

necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE- "GENERATOR MAINTENANCE SERVICE & REPAIRS AT SHERIFF'S FACILITIES"** 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 Sheriff's Office
  711 El Cibolo Road
  Edinburg Texas 78539
  ATTN.: Guadalupe Lupe Trevino (956) 383-8114

17. **Schedule of Events**

Bid Opening, 9:30 AM	**July 09, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County,

to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be

extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE-
"SERVICE & MAINTENANCE FOR GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC" "
BID NO.: 2014-280-07-09-YSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

PURCHASING DEPARTMENT
County Of Hidalgo

June 23, 2014

_____

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -**"GENERATOR MAINTENANCE SERVICE & REPAIRS AT SHERIFF'S FACILITIES."**
Bid No: 2014-280-07-09-YSS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yss

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY
"GENERATOR MAINTENANCE SERVICE & REPAIRS AT SHERIFF'S FACILITIES"

Bid No: 2014-280-07-09-YSS

1. **Request for Bid Letter, consists of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 8 pages.**
4. **Exhibit "B" Bid Page consisting of 2 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Certification Regarding Debarment 1 page.**
9. **Draft Requirements Agreement consisting of 5 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

June 23, 2014
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

EXHIBIT "A"
Hidalgo County Sheriff's Office
"GENERATOR MAINTENANCE SERVICE & REPAIRS AT SHERIFF'S FACILITIES"
RFB NO. 2014-280-07-09-YSS

SPECIFICATION

Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor to conduct all of Services/ Maintenance and Repair of Generators on a Quarterly, Annually and/or Triennial (every third year) as required with a schedule to be provided (upon request) by the Hidalgo County Sheriff's Office, after award of bid/contract to awarded bidder. These services will be provided in accordance with these specifications and the manufacturer recommendations. Bid should include all labor and materials to properly service and maintain as necessary, such as PM1, PM2, PM3, Load Bank Testing, Automatic Transfer, Megohmeter and Fuel Annual etc.

The Generators to be maintained consists of (but not limited to) the following:

#	Manu factor	KW	Serial #	BUILDING	LOCATION
1	Caterpillar 3512 B	1500	1GZ00708	Adult Det. Cent.	701 El Cibolo Rd. F.M. 162
2	Caterpillar 3512 B	1500	1GZ00709	Adult Det. Cen.	701 El Cibolo Rd. F.M. 162
3	Caterpillar 3412 C	500	3FZ02548	Law Enforcement	711 El Cibolo Rd. F.M. 162
4	Caterpillar D 334	150	92B03273	Motor Pool	713 El Cibolo Rd. F.M. 162
5	Kohler 250 (Detroit Diesel) 12.7L/model # 250REOZ DB	250	2095562	Academy	715 El Cibolo Rd. F.M. 162
6	Generac SD 100 (Mitsubishi 4D34-T 3.9 L / model # 7515510100)	100	2091520	Courthouse Sally Port	100 N. Closner, Edinburg, TX
7	Cummings Model:DFEH-1204198	400	F120353463	East Sub Station	3003 E Mile 11 North, Weslaco, TX

REQUIREMENTS

1. Vendor(s) interested in participating in this bid process, must be authorized to link onto the ISO switchboard (hardware), with a twin CAT system build 959 version 2.9 made by Beck Hoff (software).

2. Participants must be authorized factory trained and certified to work on all Caterpillar equipment and its switch gear (I S O Links, Zenith and ASCO series 300); along with Kohler (Detroit Diesel), Generac SD 100 (Mitsubishi) equipment and its switch gear.

3. Participants must also use only genuine Caterpillar parts, Detroit Diesel and Mitsubishi parts (filters oil, air, diesel, and misc. parts, **equal or better)** and able to provide service/ maintenance and repair to generators in accordance with the National Electric Code (N E C), the life Safety Code, and the National Fire Protection Association and the Joint Commission.

4. Technicians must be available (24) twenty–four hours (7) seven days a week.

5. Due to the security sensitive location to be served all awarded vendor personnel while at job site(s) (i.e. Adult Detention Center, Law Enforcement Building, Motor Pool, Academy, Courthouse Sally Port, etc.) must wear a uniform to include safety gear and equipment identifying the company awarded this contract.

6. All efforts should be taken to perform work on clear days. Unless otherwise requested by user department.

7. Please provide with your bid a technician fee on an "As needed basis" per hour (normal hours and after hours) plus the percentage mark up rate for parts for the repairs of the mentioned generator (s). Additionally, awarded vendor at the time of submission of invoices to the Hidalgo County Sheriff's Office, awarded vendor must provide invoices for parts purchased to repair generators, for auditing purposes and verify the mark up rate.

8. Vendor should have an office/location within a 40 mile radius from the Hidalgo County Sheriff's Office located at 701 El Cibolo Rd, F.M. 162

TERMS & CONDITIONS

1. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto **HIDALGO COUNTY**.

2. The term of the contract will be for two (2) years with the county's option to extend for additional one (1) year terms under the same rates, terms and conditions. No bid price increase, otherwise same price for any extension to remain firm.

3. Hidalgo County reserves the right to continue this bid for additional sixty (60) days Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

4. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

9. Hidalgo County reserves the right to award the bid to the low bidder meeting all requirements and specifications.

10. Hidalgo County reserves the right to award on an "all or none basis".

11. Vendor shall provide services at no additional cost other than that stated on Exhibit "B" for normal maintenance and repairs.

12. Hidalgo County reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

9. The awarded vendor will maintain all insurance requirements and its limits through out the agreement term, as described and listed in Exhibit "C" Insurance requirements.

10. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

MAINTENANCE AND SERVICES

PM LEVEL 1 Services are recommended Quarterly
PM LEVEL 2 Services are Recommended Annually
PM LEVEL 3 Services are Recommended every Three (3) years

TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually
LOAD BANK TESTING Recommended Annually

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all six (6) generators.

DETAILED DESCRIPTION OF SCHEDULED MAINTENANCE SERVICE LEVELS

Scheduled Maintenance

PM LEVEL 1 – Services are recommended Quarterly

GENERAL

- Visual Inspection – Visual inspection of overall condition of unit to identify foreign objects, loose or broken fittings, guards, and components.
- Wipe off unit – Clean oil, coolant, fuel and acid deposits. Police generator area.

COOLING SYSTEM

- Radiator/Heat Exchanger – Visual inspection for leaks, damage, and debris. Check louver operation.
- Coolant – Visual inspection for correct level and condition of coolant (rust, oil, and contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surface.
- Hoses and Connections – Visual inspection of all hoses for deterioration. Check tightness of connections.
- Fan Drive Pulley and Fan – Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan Belts – Inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket Water Heater – Inspect for proper operation. Check thermostat settings for proper coolant temperature.
- Water Pump – Visual and operational inspection for leaks or unusual noises.

FUEL SYSTEM

- Fuel Tank – Visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.
- Water Trap/Separator – Drain water from fuel tank or water separator when possible.
- Fuel Lines and Connections – Inspect for leaks and tightness of connections. Check line brackets.
- Governor and Controls – Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel Filters (Primary/Secondary) – Inspect for damage, leaks and proper operation.
- Fuel Pressure – Operational check of gauge and correct pressure.

AIR INDICTION and EXHAUST SYSTEM

- Air Filter Service Indicator – Note reading. Inspect for proper operation. Reset Indicator.
- Air Filter – Inspect. Clean as necessary
- Air Inlet System – Inspect piping and air filer housing for damage, loose connections, and evidence of leaks. Clean air filters housing if air filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger – Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust Manifold – Inspect for damage, loose or missing hardware, evidence of exhaust leakage and wet-stacking. Load bank recommendation, inspect for oil slobbering.

- Exhaust System – Inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

LUBE OIL SYSTEM

- Oil Level – Inspect for correct oil level and contamination.
- Visual inspect unit for leaks.
- Oil Pressure – Operational check of gauge for correct pressure. Operational and visual inspection of prelube pump.
- Crankcase Breather – Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blowby.
- Scheduled Oil Sample – Obtain oil sample for analysis (optional for Level 1).

STARTING SYSTEM

- Batteries – inspect for damage or leakage, clean acid neutralizer. Clean and tighten all battery cable connections.
- Batteries (Specific Gravity) – Check electrolyte level and specific gravity. Fill cells with distilled water as necessary
- Battery Charger – Inspect for proper operation, loose terminals, and deteriorated wiring.
- Starting Motor – Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check for abnormal engagement and cranking noises.
- Alternator – Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulley and voltage output.

ENGINE MONITORS AND SAFETY CONTROLS

- Safety Controls – Check for: loose connections, and wiring deterioration.
- Remote Annunciator and Alarms – Inspect and test all panel and system alarms.

CONTROL PANEL

- Start Controls – Manual/Auto – Operational check for proper operation. Check automatic start (if allowed).
- Voltmeter – Operational check for correct readings. Check voltage level.
- Ammeter – Operational check for correct readings, if load is available.
- Frequency Meter – Operational check for correct readings. Load and no load readings, if possible.

Scheduled Maintenance

PM LEVEL 2 Services are Recommended Annually

(Includes all services Level 1 -Inspection, as well as the following).

FUEL SYSTEM

- Fuel Filter – Replace. Inspect for proper sealing and operation.

LUBE OIL SYSTEM

- Oil and Filters – Change. Inspect all gaskets and seals.
- S.O.S – Obtain oil sample for analysis.
- Crankcase Breather – Inspect and clean or replace if applicable.

AIR INDUCTION SYSTEM

- Turbocharger – Check for oil leakage or unusual noises.
- Air Filter – Inspect. Clean or replace as necessary.

ENGINE MONITORS AND SAFETY CONTROLS

- Gauge Accuracy – Check oil pressure, water temperature, and alternator gauge for accuracy.

- Safety Controls – Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- Remote Annunciator and alarms – Inspect and test alarms for proper operation.

GENERATOR

- Generator Rear Bearing – Lubricate if applicable.
- Vibration Isolators – Check for proper adjustment and condition.

CONTROL PANEL

- Circuit Breakers – Inspect for free movement and tight connections, if accessible.

Scheduled Maintenance

PM LEVEL 3 Services are Recommended every Three (3) years

(Includes All Services Previously Listed Under **Level 1 and Level 2.** As Well As the Following)

COOLING SYSTEM

- Coolant – Drain, flush and replace coolant.
- Thermostats – Replace
- Fan Belts – Replace
- Hoses – Replace all cooling system hoses including jacket water heater hoses.

STARTING SYSTEM

- Batteries – Test
- Alternator Belt - Replace.

AIR INDUCTION AND EXHAUST SYSTEM

- Air Filter – Replace
- Adjust Valves and replace cover gaskets (as dictated by manufacturer's Operation and Maintenance Guide).

TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually

INTERIOR WIRING COMPONENTS

- Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration.
- Check and tighten, where necessary, all control circuit wiring terminals.
- Check manual switches for free movement and contact continuity.
- Check all time delay settings and adjust to the customer's specifications.
- Check condition of main and arcing contracts and auxiliary contracts.
- Check all common and ground wires. Measure and record resistance to ground readings.
- Check lug connections and mounting insulator bolts (de-energized switch).
- Megger test generator windings and rotor for proper resistance.
- Check for proper transfer operation and sequencing of time control relays.
- Calibrate all phase and voltage sensitive relays.
- Perform infrared heat scan on all cable connections. Clean and torque as necessary.

ENCLOSURE

- Wipe down.
- Clean interior of enclosure and remove accumulated dust and/or dirt.
- Check door closure, locking bar, and mechanism for proper operation.

MISCELLANEOUS

- Record findings of the inspection. Note corrective action taken.
- Report unsafe conditions.

- Report recommendations for replacement of major components.

LOAD BANK TESTING Recommended Annually (Required annually for most applications)
(SEE NFPA 110 & NFPA 99)

In addition to your Scheduled Maintenance services, we also recommend having a two – (2) hour Load Bank Test performed annually, in conjunction with your regular service. This test will prevent a condition known as "wet stacking", which is the presence of carbon particles, unburned fuel, acids and condensed water in the exhaust system, which accumulates due to incomplete combustion caused by low combustion temperatures. The presence of continual black smoke during operation is an indication what wet stacking is occurring.

The NFPA 110 states the following regarding Load Bank Testing (this also applies to **NFPA 99** for Healthcare Facilities, pertinent information is underlined):

6-4 Operational Inspection and Testing.

6-4.1* Level 1 and Level 2 EPSS's, including all appurtenant components, shall be exercised under load at least monthly.

Exception: If the generator set is being used for standby power or for peak load Shaving, such use shall be recorded and shall be permitted to be substituted for scheduled operations and testing of the generator set, provided the appropriate data are recorded.

6-4.2* Generator sets in Level 1 and Level 2 service shall be exercised at least once monthly, for a minimum of 30 minutes, using one of the following methods.

(a) Under operating temperatures conditions or at not less than 30 percent of the EPS nameplate rating

(b) Loading that maintains the minimum exhaust gas temperatures as recommended by the manufacturer.

The date and time of day for required testing shall be decided by the owner, based on facility operations

6-4.2.2 Diesel-powered EPS installations that do not meet the requirements of 6-4.2 shall be exercised monthly with the available EPSS load and exercised annually with supplemental loads at 25 percent of the nameplate rating for 30 minutes, followed by 50 percent of the nameplate rating for 30 minutes, followed by 75 percent of the nameplate rating for 60 minutes, for a total of 2 continuous hours.

In summary, the engine needs to be exercised at monthly intervals. This must be done at the manufacturer's recommended operating temperature, which can only achieved by running it under recommended load (usually 30 % to 50 % of the generator's designed capacity). If this is not possible due to the inability to transfer adequate building loads to the generator, a Load Bank Test will be required to satisfy the supplemental load requirement.

Load Bank Testing for a minimum of two continuous hours at 80-100 % of the nameplate rating on the customer's generator, which will exceed the requirements of the requirements of the National Fire Protection Association. Unless otherwise specified by the customer.

MEGOHMETER TESTING

Test main stator, main rotor, exciter, and exciter rotor. Record data for reference

FUEL ANALYSIS – Recommended Annually

Property	Test Methods (*)	Low Sulfur No. 1-D	No. 1-D	Low Sulfur No. 2-D	No. 2-D	No. 4-D

Flash Point C, min	D 93	38	38	52	52	55
Water and Sediment, % vol, max	D 2709 D 1796	0.05	0.05	0.05	0.05	0.05
Distillation temperature, C 90 % vole covered Min Max	D86	288	288	282 338		
Kinematic Viscosity, 40 C sCt Min Max	D445	1.3 2.4	1.3 2.4	1.9 4.1	1.9 4.1	5.5 24
Ash, % mass, max	D482	0.01	0.01	0.01	0.01	0.1
Sulfur, % mass,max	D2622	0.05	0.05	0.05	0.05	2
Copper strip corrosion, 3 hr at 50 C, max rating	D130	No. 3	No. 3	No. 3	No. 3	
Cetane number, min	D613	40	40	40	40	30
One of the following: 1.) Cetain index min 2.)Aromaticity, % vol, max	 D976 D1319	 40 35		 40 35		
Ramsbottom carbon residue on 10 % distillation residue, % mass, max	D524	0.15	0.15	0.35	0.35	

Fuel analysis should include, but is not limited to testing for the following in accordance with ASTM D 975 Requirements for Diesel Fuel Oils (from Chevron "Diesel Fuels Technical Review", Copyright 1998, P.34):

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas 78539 **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL AT yvette.salinas@co.hidalgo.tx.us BY NO LATER THAN, TUESDAY, JULY 01, 2014, BY 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICATIONS VIA EMAIL BY NO LATER THAN, **THURSDAY, JULY 03, 2014 BY 5:00 P.M.**

BID PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
"GENERATOR MAINTENANCE SERVICE & REPAIRS AT SHERIFF'S FACILITIES"
RFB NO.: 2014-280-07-09-YSS

Description Of Generators	AMOUNTS						
	PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL ANNUAL PRICE	EMERGENCY CALLS
1. Cat 3512 B Gen set 1500 KW 480 volt 3 PH							
2. Cat 3512 B Gen set 1500 KW 480 volt 3 PH							
3. Cat 3412 C							
4. Cat D-334							
5. Kohler 250 (Detroit Diesel) 12.7L/model # 250REOZ DB							
6. Generac SD 100 (Mitsubishi 4D34-T 3.9 L / model # 7515510100)							
7. Cummings Model:DFEH-1204198							
TOTAL BID (for all above items							

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all six (6) generators.

D. Technician Fee:

1. Normal Hours $ _____ (specify hours) _____ to _____

2. After Hours $ _____ (specify hours) _____ to _____

3. Mark up rate for parts_____%

E. Other_____

BID PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
"GENERATOR MAINTENANCE SERVICE & REPAIRS AT SHERIFF'S FACILITIES"
RFB NO.: 2014-280-07-09-YSS

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH 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 bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY
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.	Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **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. August 2013)
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:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[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.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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, apply for a TIN and 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 U.S. 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, or 5 below 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 code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-00-000-00-00

THIS CONTRACT is made and entered into this **##th** day of **Month, 2014** by and between the **County of Hidalgo, Texas** ("County"), and **Company Name** ("Company").

WHEREAS, Company responded to advertised notices for bids for: **"Generator Maintenance Service & Repairs at Sheriff's Facilities"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the

term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years (on an as needed basis)**, commencing on **Month day, 2014** and expiring on **Month day, 2016** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall

have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the

parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company:	Company Name Attention: Name, Title Address City, State Zip

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

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. **Commitment of Current Revenues Only**. In the event that, during any

term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

17. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

19. **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 the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this _day of _____, 2014.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
COMPANY NAME

By:_____
Printed Name: Name
Title: Title

EXHIBIT "B"

VENDOR'S BID

BID PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
"GENERATOR MAINTENANCE SERVICE & REPAIRS AT SHERIFF'S FACILITIES"
RFB NO.: 2014-280-07-09-YSS

Description Of Generators	AMOUNTS						
	PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL ANNUAL PRICE	EMERGENCY CALLS
1. Cat 3512 B Gen set 1500 KW 480 volt 3 PH	195	1995	3995	1395	150	150	250
2. Cat 3512 B Gen set 1500 KW 480 volt 3 PH	195	1995	3995	1395	150	150	250
3. Cat 3412 C	195	795	1995	795	150	150	250
4. Cat D-334	195	495	1095	495	150	150	250
5. Kohler 250 (Detroit Diesel) 12.7L/model # 250REOZ DB	195	495	1395	595	150	150	250
6. Generac SD 100 (Mitsubishi 4D34-T 3.9 L / model # 7515510100)	195	495	1395	495	150	150	250
7. Cummings Model:DFEH-1204198	195	795	1995	795	150	150	250
TOTAL BID (for all above items	1365	7065	15,865	5965	1050	1050	1750

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all six (6) generators.

D. Technician Fee:

1. Normal Hours $ 112 (specify hours) 8 Am to 5 pm
2. After Hours $ 168 (specify hours) 5 pm to 8 Am
3. Mark up rate for parts 0 %

OPENED
7/9/14
9:50am
Witnessed

E. Other _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/22/2014

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 Marsh USA, Inc. 9830 Colonnade Blvd., Suite 400 San Antonio, TX 78230 Attn: Matthew Lange 210-691-4160 413630-GAWX-GAWX-14-15 000267	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Holt Texas, LTD. 3302 South W W White Road San Antonio, TX 78222	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Union Fire Insurance Co — 19445 INSURER B : Commerce And Industry Ins Co — 19410 INSURER C : Insurance Company Of The State Of PA — 19429 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** HOU-002007736-11 **REVISION NUMBER:** 7

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			3823573	04/01/2014	03/01/2015	EACH OCCURRENCE	$	1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	500,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						Per Location - Gen. Agg	$	10,000,000
A	AUTOMOBILE LIABILITY			3314338	04/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$	
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
B	[X] UMBRELLA LIAB [X] OCCUR			BE C61234791	04/01/2014	03/01/2015	EACH OCCURRENCE	$	2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	2,000,000
	[ ] DED [X] RETENTION $ 10,000							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		N / A	026034835	04/01/2014	03/01/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is Additional Insured, with regards to GL as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S. Highway Bus. 281 Edinburg, TX 78539	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 of Marsh USA Inc. Marc Crane

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Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: Gen Maint. SO contract

From : Steve Crain <scrain@atlashall.com> Wed, Jul 23, 2014 03:52 PM

Subject : RE: Gen Maint. SO contract

To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

The contract is fine.

-----Original Message-----
From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Wednesday, July 23, 2014 3:05 PM
To: Steve Crain
Subject: Gen Maint. SO contract

Please review attached.

Respectfully,
Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
956-318-2626 ext 4874

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
JUL 16 2014
By

MEMORANDUM

TO: **Juan Tapia, Procurement Specialist, Hidalgo County Sheriff's Office**

Sergeant Daniel Casarez, Hidalgo County Sheriff's Office

FROM: Yvette Salinas, Buyer III
Hidalgo County Purchasing Department

DATE: July 15, 2014

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2014-280-07-09-YSS
"Generator Maintenance Service & Repairs at Sheriff's Facilities"

We have received **three (3) bid responses** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **AS SOON AS POSSIBLE.** Please indicate your recommendation or any concerns along with your budget information on the space provided below and reply to the Purchasing Department via fax to (956) 292-7612 or via email to: yvette.salinas@co.hidalgo.tx.us

BUDGET ACCOUNT#: 4-1100-423-21-280-002-0-432

Recommendations/Concerns: Award to the lowest overall bidder. Holt Texas

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4874. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Cpt. Richard Ozuna	HCSO	7-16-14

Enclosures

Sgt. A. Gomez 420

BID TABULATION SHEET
HIDALGO COUNTY SHERIFF'S OFFICE
"Generator Maintenance Service & Repairs as Sheriff's Facilities"
RFB NO. 2014-280-07-09-YSS

Description Of Generators	HOLT TEXAS, LTD. (Nearest location) 10701 North US Hwy 281, Edinburg, TX							CLIFFORD POWER SYSTEMS, INC. (Nearest location) 5803 Rocky Point Drive, San Antonio, TX							TECHE CONTRACTING, LLC (Nearest location) 6137 Spring Branch Rd., Spring Branch, TX						
	PM 1	PM 2	PM 3	LOAD BANK TESTING	AUTO TRANSFER	FUEL ANNUAL PRICE	EMERGEN CY CALLS	PM 1	PM 2	PM 3	LOAD BANK TESTING	AUTO TRANSFER	FUEL ANNUAL PRICE	EMERGEN CY CALLS	PM 1	PM 2	PM 3	LOAD BANK TESTING	AUTO TRANSFER	FUEL ANNUAL PRICE	EMERGEN CY CALLS
1. Cat 3512 B	195.00	1995.00	3995.00	1395.00	150.00	150.00	250.00	2801.00	1665.00	5000.00	2265.00	included	250.00	600.00	5275.08	6008.76	7811.38	5123.26	1075.26	1075.26	185.00
2. Cat 3512 B	195.00	1995.00	3995.00	1395.00	150.00	150.00	250.00	2801.00	1665.00	5000.00	2265.00	included	250.00	600.00	5275.08	6008.76	7811.38	5123.26	1075.26	1075.26	185.00
3. Cat 3412 C	195.00	795.00	1995.00	795.00	150.00	150.00	250.00	2801.00	915.00	3200.00	920.00	included	250.00	600.00	5275.08	3023.36	3257.38	3225.78	1075.26	1075.26	185.00
4. Cat D-334	195.00	495.00	1095.00	495.00	150.00	150.00	250.00	2801.00	765.00	2000.00	600.00	included	250.00	600.00	5275.08	2517.36	1739.38	2213.76	1075.26	1075.26	185.00
5. Kohler 250	195.00	495.00	1395.00	595.00	150.00	150.00	250.00	2801.00	815.00	2000.00	720.00	included	250.00	600.00	5464.80	2302.30	2985.40	1960.76	632.50	885.50	185.00
6. Generac SD 100	195.00	495.00	1395.00	495.00	150.00	150.00	250.00	2801.00	765.00	1850.00	495.00	included	250.00	600.00	7236.66	2621.08	1536.98	1548.36	1548.36	737.06	185.00
7. Cummings	195.00	795.00	1995.00	795.00	150.00	150.00	250.00	2801.00	865.00	2500.00	920.00	included	250.00	600.00	5085.30	2605.90	3855.72	2509.76	885.50	1075.26	185.00
TOTAL BID (for all above items)	1365.00	7065.00	15865.00	5965.00	1050.00	1050.00	1750.00	19607.00	7455.00	21550.00	8185.00	0.00	1750.00	4200.00	38914.08	25087.52	28997.62	21704.94	7367.40	6998.86	1295.00
total bid $34,110.00								total bid $62,747.00							Total bid $130,365.40						
Technician Fee:								***Technician Fee:***							***Technician Fee:***						
Normal Hours	8-5	$112.00						**Normal Hours**	8-5	$85.00					**Normal Hours**	8-5	$135.00				
After Hours	5-8	$168.00						**After Hours**	5-8	$170.00					**After Hours**	5-8	$185.00				
Mark up rate for parts	0 %							**Mark up rate for parts**	40%						**Mark up rate for parts**	33%					
Other	**n/a**							**Other**	**n/a**						**Other**	**n/a**					

AI-45554 **Purchasing Department** **24. F. 1.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Hon. Rene Guerra, HC DA **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of amendment to sole source declaration with "West Publishing Corporation-Thomson Reuters" previously approved on 04/08/14-AI#43577"to include Hidalgo County District Attorney and all other applicable Hidalgo County elected offices, departments, programs and/or agencies (through all funding sources) for purchases of all future upgrades, software, maintenance-support, on-line legal research services, subscription to all types and manner of books, journals, periodicals and any other related services with said declaration to remain in effect unless revoked by HCCC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-080-013-0-342

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

BUDGETARY IMPACT:

Funding available through PO #687009

Attachments

Previous Agenda

Amended Sole Source Declaration

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/31/2014 11:22 AM
Budget & Management	Obdett Calzada	07/31/2014 02:17 PM
Auditor's Office	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Vangie Garcia Started On: 07/17/2014 10:43 AM

Final Approval Date: 08/08/2014

SPECIAL MEETING - April 8, 2014

BE IT REMEMBERED, that on this 8th day of April A.D., 2014, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

A. **AI-43936** Approval to rename "G.I. Road" to "Capt. Ken Baker Road"

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

Vote: 4 - 0 - Unanimously

B. **AI-43919** Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor.

Vendor	Invoice #	Amount
Magic Valley Concrete	140226	$400.00
Magic Valley Concrete	141468	$560.00
Magic Valley Concrete	141499	$1,840.00
Magic Valley Concrete	142281	$560.00
Magic Valley Concrete	142594	$920.00
Safety-Kleen System Inc.	62783278	$171.56

On motion by COMMISSIONER PCT. 2, HECTOR PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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

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

A. **Hidalgo County**

1. **AI-43950** Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 5 (with a estimated cost of $2,838.93) for construction materials testing Services for the, "Renovations to Former Administration Building" with L&G Engineering Laboratory, LLC, to provide engineer services to Hidalgo County. C-13-220-08-13

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. **AI-43577** **LAW LIBRARY:**
A. Requesting exemption form competitive bidding requirements under Texas Local Government Code 262.024 (a)(7) -"an item that can obtained from only one source";

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

Vote: 4 - 0 - Unanimously

At this time, Commissioner Hector "Tito" Palacios stepped away from the meeting.

B. Approval of the Sole Source Declaration for "West Publishing Corporation -Thomson Reuters", to include the purchase of all future upgrades, software, maintenance-support and related services for the Hidalgo County-Law Library for: "Online Legal Research Services" with said declaration to remain in effect unless revoke by HCCC.

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

Vote: 3 - 0 - Unanimously

APPROVED

AI-43577 **Purchasing Department 21. A. 2.**

CC REGULAR

Meeting Date: 04/08/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

LAW LIBRARY:

A. Requesting exemption form competitive bidding requirements under Texas Local Government Code 262.024 (a)(7) -"an item that can obtained from only one source";

B. Approval of the Sole Source Declaration for "West Publishing Corporation -Thomson Reuters", to include the purchase of all future upgrades, software, maintenance-support and related services for the Hidalgo County-Law Library for: "Online Legal Research Services" with said declaration to remain in effect unless revoke by HCCC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1247-412-50-100-001-0-342

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

BUDGETARY IMPACT:

Available balance as of 4-4-14 $70,018.08

Attachments

Sole Source Letter
WestLaw
Email-No Agreement needed
Alio funding
MEMO
agreement
req

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/04/2014 01:03 PM
Budget & Management	Debbie Tamez	04/04/2014 01:20 PM
Manuel Chapa	Manuel Chapa	04/04/2014 02:00 PM
Auditor's Office	Monica Badillo	04/04/2014 04:54 PM

Form Started By: Elena Gomez Started On: 03/13/2014 12:53 PM

Final Approval Date: 04/04/2014

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: April 8, 2014

RE: "Sole Source Declaration"- Westlaw Publishing Corp.-Thomson Reuter

---

Hidalgo County Law Library currently possesses and utilizes "Westlaw Publishing Corporation-Thomson Reuter" products for online legal research including, but not limited to, federal-state-local statutes, laws, regulations, etc.

The specific software product/package needed by the Hidalgo County Law Library is only available through one source- Westlaw Publishing Corporation-Thomson Reuter. It is necessary for the law library to continue making this online research available to its users.

Therefore, the purchase of "Westlaw Publishing Corporation-Thomson Reuter" is required so as to continue the necessary online research to users in order to further the due process and function of the legal representation system.

This sole source declaration will remain in effect unless revoked by Hidalgo County Commissioners Court.

THOMSON REUTERS

Cory Thompson
Government Sales Consultant
West, a Thomson Reuters Co.
610 Opperman Drive
Eagan, MN, 55123
Phone: 800-328-9352 ext. 42357
Cory.thompson@thomsonreuters.com

RE: Sole Source Designation

Dear Angie/Elena:

West, the foremost provider of integrated information solutions to the U.S. legal market, has been providing research materials to the legal and professional community for more than 135 years. We are pleased to have the opportunity to provide you with information concerning Westlaw, our online legal, news, and business information research service containing more than 32,600 databases.

This letter is to confirm West's status as the sole source provider for the following exclusive content, features, and services on Westlaw:

Exclusive Content

- **National Reporter System.** Since 1879, West's National Reporter System has compiled and organized federal and state case law into a cohesive body of law that can be researched within and across jurisdictions. West's National Reporter System is available exclusively on Westlaw.
- **West Key Number System.** The West Key Number System, a Westlaw exclusive, is the master classification system of U.S. law and is widely regarded as the cornerstone of effective legal research. It helps users to quickly locate and identify cases with the same or similar legal concepts and principals in any jurisdiction in the U.S.
- **Editorial Enhancements.** For more than 100 years, West attorney-editors have been providing editorial enhancements to case law, statutes, and other legal materials. No other research service can match West's editorial experience. West's exclusive enhancements include headnotes (more than 350,000 created annually), synopses (more than 60,000 created annually), and parallel citations (more than 500,000 added annually). West's headnotes are classified to West's exclusive Key Number System, which helps users find more relevant cases.
- **Correction and Verification Process.** West attorney-editors provide the most exhaustive verification and correction process in the legal publishing and information industry. West is the only legal information provider to engage in these quality control steps to ensure the accuracy and reliability of the data.
- **Restatements of the Law.** The Restatements of the Law are principles of black letter law distilled from case law. The restatement databases on Westlaw provide a section's black letter law, reporter's notes, commentary, illustrations, and annotations in one document. First Restatements of the Law, available exclusively on Westlaw, are provided for several areas of law (e.g., contracts, torts). The first Restatements can help researchers trace the evolution of

a law, or an area of law. They also aid in the interpretation of older cases that rely on first Restatement sections.

- **Uniform Laws Annotated.** The Uniform Laws Annotated (ULA), available exclusively on Westlaw, provides an extensive reference to the text of uniform laws, prepared under the sponsorship of the National Conference of Commissioners on Uniform State Laws and the American Law Institute. ULA examines acts recommended for adoption in all states, as well as pinpoints state variations. It also includes annotations to cases decided in adopting jurisdictions.
- **National Digest System.** West's Key Number Digests have been an essential case-finding tool since the United States Digest was first published in 1848. A digest is a multi-volume index to the law consisting of major topic headings, thousands of subheadings, and short summaries of legal propositions stated in published court cases. These summaries are commonly referred to as headnotes.
- **American Jurisprudence Library.** The American Jurisprudence Library products provide fast, authoritative answers to many aspects of civil, criminal, substantive, and procedural law. Westlaw provides exclusive online access to the full library, which includes American Jurisprudence 2d, Am Jur Proof of Facts, Am Jur Trials, and AmJur Pleadings and Practice Forms Annotated.
- **Corpus Juris Secundum (CJS).** CJS, available exclusively on Westlaw, helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, West key Numbers, Restatements of the Law, and more. CJS covers the full breadth and depth of the law and is cited to tens of thousands times by the courts. It provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.
- **Public Utilities Reports (PUR).** Westlaw has exclusive online access to *Public Utilities Reports, Fourth Series*, the only case law reporter devoted to state-level regulation of public utilities.
- **Briefs on Westlaw.** Westlaw provides access to an extensive and exclusive collection of appellate briefs databases at both the federal and state levels. As of July 2009, Westlaw contains more than 1.9 million separate documents and the number of briefs is growing monthly. Many of the briefs databases, such as U.S. Supreme Court Petitions for Certiorari, are added to Westlaw shortly after being filed with the court.
- **West Reporter Images.** West Reporter Images (WRI) provides cost effective, easy access to an exact electronic copy of a National Reporter System case through westlaw.com. Because WRI is tied directly to the West published National Reporter System cases, no other online providers can provide a comparable product.

Exclusive Features and Services

- **KeyCite Citator Service.** KeyCite is a full-service citator that helps users determine whether a case is good law by tracing the history of a case, statute, or federal administrative decision. KeyCite also retrieves all citing references, which include cases, statutes, administrative materials, and secondary sources. The following are among the many exclusive citator features and services available on Westlaw:
  - ***West Key Number System Integration.*** KeyCite is completely integrated with West's exclusive topic and key number system, the most accurate tool devised for finding on-point law.
  - ***More Citing References.*** KeyCite provides more citing references, including references to more than 1,200 law reviews, thousands of ALR annotations and Am Jur 2d articles, USCA, *Code of Federal Regulations*, statutes from all 50 states, select administrative decisions,

state jurisprudence encyclopedias, and numerous treatises. In fact, KeyCite has more than two times as many citing references overall and averages more than two times as many citing references per document as the nearest competitor.

- ***Headnote References.*** KeyCite provides the full text of West headnotes, which helps users to quickly limit citing references to a relevant point of law. KeyCite contains 50% more headnote references than any other citator.
- ***Analytical Sources.*** With more than 3,100 analytical sources, KeyCite gives users more expert analyses than any other citator.
- ***Pending Legislation.*** KeyCite notifies users of pending legislation that may affect a federal or state statute (available for all 50 states).
- ***Depth-of-Treatment Stars.*** Depth of treatment stars help users zero in on the most useful citing cases and administrative decisions by indicating the extent to which the citing document discusses the cited case.
- ***Graphical KeyCite.*** With KeyCite, users can display the direct history of a case, which traces the case through the appellate process, in an easy-to-read graphical view. With this graphical view of direct history, every reversal, rehearing, reconsideration, denial of certiorari, or other action in a case is placed in context. As a result, the graphical view can save users valuable time when they are checking the procedural history of a case.
- ***KeyCite Notes.*** KeyCite Notes provides a list of sources, sorted by type of publication and the number of documents that cite the case and legal issue that a user is researching. KeyCite Notes leverages the power of KeyCite, Westlaw, analytical materials, and West headnotes to give users superior in-depth, accurate results, and is available exclusively on Westlaw.
- ***KeyCite Locate.*** KeyCite Locate helps users to home in on citing references that are the most relevant to their research. It allows users to search the full text of citing references in a KeyCite result and limit the KeyCite result to only those documents that contain the specific terms they request. KeyCite Locate also allows users to request that search terms appear within the same paragraph as the cited reference, which results in even more precise research.

- **StatutesPlus.** Westlaw StatutesPlus combines book-like indexing, browsing, and viewing with links to everything discussing a given statute. Users can find, verify, read, and interpret statutes with amazing efficiency. This powerful statutes-research feature is a Westlaw exclusive.
- **ResultsPlus.** ResultsPlus, a feature available exclusively on Westlaw, automatically displays related ALR articles, AmJur annotations and articles, and Key Numbers alongside case law search result. ResultsPlus creates a total research solution by linking users to all the other on point resources needed to complete their research—analysis, cases, statutes, law reviews and more.
- **Smart Tools.** Smart Tools on Westlaw make it easier for researchers to find on-point results and help ensure that users don't miss information. When a researcher runs a search, Smart Tools can help improve search results by suggesting alternative spellings and synonyms, suggesting a broader database search when a search result contains five or fewer documents, and detecting a variety of mistakes in a query. Smart Tools also recognizes legal terms of art and can suggest related legal terms that a researcher may want to add to a query; this feature is available exclusively on Westlaw.
- **Customizable Westlaw.** Users can customize their westlaw.com tabs to enhance their Westlaw experience. With this Westlaw exclusive, users can build and rearrange the content on select Westlaw tabs so that the tabs are more intuitive to them and designed to fit their

workflow. Customizable Westlaw helps users to quickly access the information they need to get better results faster.

- **System Availability.** West's expertly trained staff helps ensure that uninterrupted Westlaw and westlaw.com service is provided 24 hours a day, 7 days a week, 365 days a year. In contrast, other computer-assisted legal research providers shut down their systems regularly (e.g., nightly, weekly) for maintenance and updating.
- **PastStat Locator.** With PastStat Locator, a Westlaw exclusive, users can view prior versions of sections in USCA, as well as prior versions of various states. In all jurisdictions, PastStat Locator can also rebuild the Table of Contents and show how it existed on a particular date. PastStat Locator can also identify when a statute or amendment has a future activation date, or when a statute or amendment is due to lapse. Additionally, PastStat Locator also tracks renumbered statute sections.
- **Graphical Statutes.** Graphical Statutes, available exclusively on Westlaw, revolutionizes statute research by charting legislative changes and linking related documents in an easy-to-read display. From a single screen, researchers can easily track changes in the law, locate relevant legislative history materials, read important case law, and check for possible amendments. Graphical Statutes is available for USCA and the statutes for select states.
- **RegulationsPlus.** RegulationsPlus, a Westlaw exclusive, provides a comprehensive and efficient federal regulatory research system that provides researchers with the tools to complete their regulations research more efficiently and with complete confidence. RegulationsPlus helps researchers stay fully informed on any regulatory issue with editorial summaries of case law decisions, KeyCite notification of changing and proposed regulations, version history, citing references and more.

Attached for your review is a more detailed document listing the exclusive databases, features and services that only West can provide to Hidalgo County Law Library. I would be happy to discuss with you which of these databases, features, and services are available to you. If you have any questions concerning this document or require additional information, please do not hesitate to contact me.

Sincerely,

Cory Thompson
Westlaw Government Consultant
Sales and Account Management
Phone: 651-244-2357
cory.thompson@thomsonreuters.com

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Lisa Stokes (Person's name) a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Lisa Stokes (Person's Name), I am over the age of 18 have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: West Publishing Corporation (Company's name).
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s).
   Westlaw and WestlawNext
4. Competition in providing the above named item(s),), product(s) or service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under section 2626.024(a)(7)(A), of the Local Government Code. Also attached hereto is a sole source letter, which sets forth the reasons why this vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature: Lisa Stokes

SWORN AND SUBSCRIBED TO under oath before me on 1st day of April 2014.

Alicia A. DeGross
NOTARY PUBLIC

ALICIA A. DEGROSS
Notary Public
State of Minnesota
My Commission Expires
January 31, 2015

Alicia A. DeGross
PRINTED NAME

1-31-15
MY COMMISSION EXPIRES

COMPANY NAME: West Publishing Corp.
ADDRESS (city, state, & zip code): 610 Opperman Drive Eagan MN 55123
PHONE #: 651-687-7000 FAX#: 651-687-5686
CONTACT PERSON AND TITLE:
EMAIL ADDRESS:

Zimbra **elena.gomez@co.hidalgo.tx.us**

RE: contract

From : cory thompson <cory.thompson@thomsonreuters.com> Wed, Apr 02, 2014 08:32 AM

Subject : RE: contract

To : elena gomez <elena.gomez@co.hidalgo.tx.us>

Hi Elena,

Per our conversation there is not a contract to be signed currently for Westlaw. Let me know if I can help in any other way.

Take care,

Cory

Cory Thompson
Government Division | Thomson Reuters
Direct: 651-244-2357 | Fax 651-848-9294
Phone: 800-328-9352 ext. 42357
cory.thompson@thomsonreuters.com

From: Thompson, Cory (Legal)
Sent: Wednesday, April 02, 2014 8:28 AM
To: 'Elena Gomez'
Subject: RE: contract

Hi Elena,

I just got this back last night. Let me know if you need anything more.

Take care,

Cory

Cory Thompson
Government Division | Thomson Reuters
Direct: 651-244-2357 | Fax 651-848-9294
Phone: 800-328-9352 ext. 42357
cory.thompson@thomsonreuters.com

From: Elena Gomez [mailto:elena.gomez@co.hidalgo.tx.us]
Sent: Wednesday, April 02, 2014 8:20 AM

MEMORANDUM

AMENDED
"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: August 12, 2014

RE: "Sole Source Declaration"-for Online Legal Services and Subscription Books

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Hidalgo County Law Library is currently possesses and utilizing services from "Westlaw Publishing Corporation-Thomson Reuter" and would like to continue these services. These services are designed to help all Legal services in the research in various, statues, regulations, laws etc.

The specific software product/package needed by the Hidalgo County Law Library is only available through one source-Westlaw Publishing Corporation-Thomson Reuter. It is necessary for the law library to continue making this online research available to its users.

The Hidalgo County District Attorney's Office also requires the same assistance and help for legal research in preparing the investigating and prosecution of all types (civil, criminal, appeals, etc.) of legal cases under its statutory duties, responsibilities and obligations. In addition, the HC District Attorney also requires the subscribing to all types and manner of books, journals, periodicals and the like offered under Westlaw Publishing Corporation-Thomson Reuter.

Therefore, the purchase of both on-line legal research and books from "Westlaw Publishing Corporation-Thomson Reuter" is required by not only the Hidalgo County Law Library and District Attorney but all other applicable Hidalgo County elected offices, departments, programs and/or agencies (through all funding sources) in order to further the due process of the legal system and related functions.

This amended sole source declaration to remain in effect unless revoked by Hidalgo County Commissioners Court.

AI-45870 **Closed Session 25. C.**

CC - REGULAR

Meeting Date: 08/12/2014

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	08/06/2014 11:48 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Monica Badillo Started On: 08/06/2014 11:25 AM

Final Approval Date: 08/08/2014

AI-45750 **Closed Session 25. D.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2680-12-F; Irasema Gonzalez et al vs Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 02:36 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Monica Badillo Started On: 07/30/2014 01:45 PM

Final Approval Date: 08/08/2014

AI-45765 **Closed Session 25. E.**

CC - REGULAR

Meeting Date: 08/12/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Sylvia Castro

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 04:44 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Aida Alvarez Started On: 07/30/2014 04:35 PM

Final Approval Date: 08/08/2014

AI-45841 **Closed Session 25. F.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Valde Guerra **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Silvia Sierra

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/05/2014 11:17 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Rosie Luna Started On: 08/05/2014 10:21 AM

Final Approval Date: 08/08/2014

AI-45768 **Closed Session 25. G.**

CC - REGULAR

Meeting Date: 08/12/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Hidalgo County v. Terry L. Hooper

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 04:54 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Aida Alvarez Started On: 07/30/2014 04:37 PM

Final Approval Date: 08/08/2014

AI-45772 **Closed Session 25. H.**

CC - REGULAR

Meeting Date: 08/12/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Hidalgo County v. Rocio Gutierrez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 04:55 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Aida Alvarez Started On: 07/30/2014 04:44 PM

Final Approval Date: 08/08/2014

AI-45904 **Closed Session 25. I.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Valde Guerra **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Juan Ramon Patino

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/07/2014 05:02 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Rosie Luna Started On: 08/07/2014 10:58 AM

Final Approval Date: 08/08/2014

AI-45871 **Open Session 26. C.**

CC - REGULAR

Meeting Date: 08/12/2014

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	08/06/2014 11:50 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Monica Badillo Started On: 08/06/2014 11:25 AM

Final Approval Date: 08/08/2014

AI-45751 **Open Session 26. D.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2680-12-F; Irasema Gonzalez et al vs Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 02:36 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Monica Badillo Started On: 07/30/2014 01:48 PM

Final Approval Date: 08/08/2014

AI-45766 **Open Session 26. E.**

CC - REGULAR

Meeting Date: 08/12/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Sylvia Castro

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 04:45 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Aida Alvarez Started On: 07/30/2014 04:36 PM

Final Approval Date: 08/08/2014

AI-45842 **Open Session 26. F.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Valde Guerra **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Silvia Sierra

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/05/2014 11:17 AM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Rosie Luna Started On: 08/05/2014 10:27 AM

Final Approval Date: 08/08/2014

AI-45771 **Open Session 26. G.**

CC - REGULAR

Meeting Date: 08/12/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Hidalgo County v. Terry L. Hooper

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 04:55 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Aida Alvarez Started On: 07/30/2014 04:42 PM

Final Approval Date: 08/08/2014

AI-45774 **Open Session 26. H.**

CC - REGULAR

Meeting Date: 08/12/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Hidalgo County v. Rocio Gutierrez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 04:56 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Aida Alvarez Started On: 07/30/2014 04:45 PM

Final Approval Date: 08/08/2014

AI-45905 **Open Session 26. I.**

CC - REGULAR

Meeting Date: 08/12/2014

Submitted For: Valde Guerra **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Juan Ramon Patino

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/07/2014 05:02 PM
Purchasing Department	Monica Badillo	08/08/2014 05:20 PM

Form Started By: Rosie Luna Started On: 08/07/2014 10:59 AM

Final Approval Date: 08/08/2014