AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
March 3, 2015
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 - Veterans of Foreign Wars Sgt. Benito Alaniz Post 7473 Color Guard

3. Prayer

4. Approval of Consent Agenda

5. Open Forum

6. County Judge's Office:

A. **AI -48689** Resolution in honor of Eugene Gutierrez, a member of the first Special Service Force during World War II, for receiving a Congressional Gold Medal

B. **AI -48691** Resolution supporting a proposed affordable housing community - Project La Palmilla

C. **AI -48693** Resolution supporting a proposed affordable housing community - The Heights

D. **AI -48707** Resolution in support of Senator Juan Hinojosa's Border Security Plan

E. **AI -48700** 1. Approval to rescind action taken on 2/17/15 appointment of board member to the Tropical Texas Behavioral Center Board of Trustees for a two year term (Pct. #2 appointment only)
2. Appointment of board member to the Tropical Texas Behavioral Center Board of Trustees for a two year term, effective March 3, 2015.

F. **AI -48701** Discussion, consideration, and approval of the creation of the Hidalgo County Literacy Program, as authorized under Section 381.004(b)(6) of the Texas Local Government Code.

G. **AI -48708** Discussion regarding communication from Texas Department of Housing & Community Affairs in reference to grant funding for Community Service Agency (CSA)

H. **AI -48709** Discussion, consideration, and action authorizing the County Judge to submit a notice of intent to Texas Historical Commission and/or applicable office/agency to demolish the existing 1954 Hidalgo County Courthouse after the completion of a new Hidalgo County Courthouse.

7. District Courts:

A. **AI -48688** 370th District Court:
Resolution in support of legislation for funding of a new Hidalgo County Courthouse

8. 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 -48563** Request by City of Edinburg to utilize the Courthouse Parking Lot Square area for the "All Valley Trash Bash 2015" event to be held on Saturday, April 11, 2015

D. **AI -48605**
Environmental Compliance:
Discussion and approval of Revised Proposed Agreed Order - Hidalgo County (Pct.1); RN107448920 Docket No. 2014-1094-MSW-E; Enforcement Case No. 49031 with authority for County Judge to sign document

E. **AI -48586** Approval to accept settlement check from Stonewood Insurance Company in the amount of $1,679.54 to settle auto claim with County vehicle. (Precinct 3)

F. **AI -48710**
Requesting approval of payment of attorney vouchers (not submitted within 3 months of disposition as per Local Rules of Administration adopted under TLGC 74.093) from attorney Aurelio Garza in connection with legal representation of indigent defendants with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

Invoice Date	Disposition Date	Cause # / Court #	Amount
2/26/15	11/18/14	CR-14-8900-B / County Court #2	200.00
2/26/15	10/16/14	CR-12-10886-E / County Court #5	1,297.50
2/26/15	11/18/14	CR-14-10375-A / County Court #1	350.00
2/26/15	11/17/14	CR-14-7109-A / County Court #1	300.00
		TOTAL	2,147.50

9. Constables:

A. **AI -48571** Constable Pct. #2 (1100):
Discussion, consideration and approval to appoint Jonathan Scaggs as Deputy Constable by Constable Martin Cantu, Constable Precinct 2 in accordance with Texas Local Government Code Section 86.011.

10. Human Resources - Esther Cortez:

A. **AI -48705** DA Criminal (1100) / DA State Supplement (1281):

1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, approval, and consideration of the following personnel actions:

Action	Slot#	Program	Position Title	Proposed Budgeted Salary
Create	0111	080-002	Victim Assistance Coordinator	$50,000.00
Create	T017	080-010	Clerk I (Temporary)	$8,302.00

DA Criminal (1100) / DA Pretrial Intervention (1225):

Action	Slot#	Dept/ Program	Current Position Title	Current Salary	Proposed Position Title	Proposed Salary	Net Change
Reclassification	0029	080-002	Assistant District Atty III	$52,139.00	Assistant District Atty IV	$52,139.00	-0-
	0023	080-015		$15,401.00		$47,861.00	$32,460.00

DA Criminal / DA Bond Forfeiture (1100) :

Action	Slot#	Dept/ Program	Position Title	Current Salary	Proposed Salary	Net Change
Salary Adjustment	0048	080-002	Assistant District Atty III	$50,342.00	$65,342.00	$15,000.00
	0005	080-016		$11,758.00	$11,758.00	-0-

DA Criminal (1100) / DA Check Fraud (1222):

Action	Slot#	Dept/ Program	Position Title	Current Salary	Proposed Salary	Net Change
Salary Adjustment	0100	080-002	Criminal Investigator II	$50,000.00	$50,000.00	-0-
	0033	080-006		$3,000.00	$5,000.00	$2,000.00
Salary Adjustment	0107	080-002	Executive Assistant II	$28,094.00	$28,094.00	-0-
	0034	080-006		$21,906.00	$24,906.00	$3,000.00

3. Approval of appropriation of funds.
4. Approval to revise the salary schedules in accordance with Commissioners Court action.

B. **AI -48665** Precinct 2- Rd Maint (1200):
Approval of the following personnel actions:
1. Delete the following position(s):

Action	Program	Slot #	Position Title	Current Budgeted Salary
Delete	122-006 - Rd Maint	0023	Truck Driver III	$29,391.00
Delete	122-006 - Rd Maint	0041	Maintenance I	$23,674.00
			Total:	**$53,065.00**

2. Create the following position:

Action	Program	Slot #	Position Title	Proposed Budgeted Salary
Create	122-006 - Rd Maint	0097	GIS Operator II	$36,000.00
			Total:	**$36,000.00**

3. Approval to revise the salary schedule in accordance with Commissioners' Court action.

11. **District Attorney's Office:**

A. **AI -48574** 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 County Auditor.

Vendor	Invoice No.	Amount
Verizon Wireless	9739388327	$463.23

B. **AI -48556** 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 County Auditor.

Vendor	Invoice	Amount
U.S. Bank National	869309740504	$545.34
GCR Tire Center	14846	$179.14
GCR Tire Center	14476	$268.84
Xerox	078035108	$71.46
Xerox	078035109	$71.46
Xerox	078035435	$69.67
Xerox	078035436	$69.67
Xerox	078035437	$69.67
Xerox	078035438	$69.67
Xerox	078035439	$69.67
Xerox	078035440	$69.67
Xerox	078035441	$69.67
Xerox	501676008	$155.53
Xerox	501676009	$94.40
Xerox	501676010	$94.40
Xerox	501676013	$94.40
Xerox	501676014	$94.40
Xerox	501676015	$94.40

12. Tax Office - Paul Villarreal:

A. **AI -48440**
Consideration and approval is hereby requested to establish/create an account with the United States Postmaster at 412 S. Jackson Rd in Edinburg, Texas 78539 in the amount of $1,800.00 for the return of the address correction forms that are returned due to incorrect addresses; with authority for County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.

13. Health & Human Services Department - Eddie Olivarez

A. **AI -48639** Requesting approval to submit grant application for the CPS/EBOLA funding allocation in the amount of $44,322.00 to be made available for the period of 05/01/2015 through 09/30/2016.

B. **AI -48609** PHEP DISCRETIONARY (1293)
Requesting approval of the Interlocal Cooperation Agreement between City of McAllen and Hidalgo County. The purpose of the Agreement is to provide the South Texas Hurricane Conference for personnel who respond and provide services in cases of emergencies involving hurricanes and other potential public calamities.

C. Health Care Funding District:

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

D. Indigent Health Care Program:

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

14. Adult Probation - Arnold K. Patrick:

A. **AI -48515** Applications for Adult Probation for the 2016 Grant Cycle of the Criminal Justice Division (CJD) of the Governor's Office:
1. Hidalgo County DWI Court
a. Permission to apply for the continuation of the Hidalgo County DWI Court
b. Permission to be appointed the Authorized Official for the Hidalgo County DWI Court

2. Hidalgo County Veterans Court
a. Permission to apply for the continuation of the Hidalgo County Veterans Court
b. Permission to be appointed the Authorized Official for the Hidalgo County Veterans Court

3. Monitoring Compliance for High Risk Offenders Program
a. Permission to apply for the continuation of the Monitoring Compliance for High Risk Offenders Program
b. Permission to be appointed the Authorized Official for the Monitoring Compliance for High Risk Offenders Program

4. Hidalgo County Prostitution Prevention Court Program
a. Permission to apply for the continuation of the Hidalgo County Prostitution Prevention Court Program
b. Permission to be appointed the Authorized Official for the Hidalgo County Prostitution Prevention Court Program

5. Hidalgo County CSCD Re-entry Court
a. Permission to apply for the continuation of the Hidalgo County CSCD Re-entry Court Program
b. Permission to be appointed the Authorized Official for the Hidalgo County CSCD Re-entry Court

6. Hidalgo County Mental Health Court
a. Permission to apply for the Hidalgo County Mental Health Court
b. Permission to be appointed the Authorized Official for the Hidalgo County Mental Health Court

7. Misdemeanor DWI Court Program
a. Permission to apply for the Misdemeanor DWI Court Program
b. Permission to be appointed the Authorized Official for the Misdemeanor DWI Court Program

15. IT Department - Renan Ramirez

A. **AI -48436** ELECTIONS DEPARTMENT:
Authorization and approval of plan upgrade and current service plans through the County's membership/participation with CONTRACT: DIR-SDD-1779 with awarded vendor VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:	MDN:
4	Service Plan Upgrade	Office Use	America's Choice II 400 Share EMail&Data +N&W+IN UNL @ $49.99 + $5.00 taxes/fees each line per month	956-587-8464, 956-587-8465, 956-587-8466, 956-587-8467
22	MiFi Cont. Serv.	Office Use	Mobile Broadband Access for TX Unl Data Plan @ $37.99 each per month	see attachment
85	Cell Phone Cont. Service	Office Use	State of Texas Voice Plat Rate Plan @ $3.99 + $.08 per minute each per months being used	see attachment
85	Netbooks Cont. Service	Office Use	Mobile Broadband Access for TX Unl Data Plan @ $37.99 each per month	see attachment

16. Urban County - Diana Serna:

A. **AI -48659** 1. Hidalgo County Precinct No. 1 requests approval from Hidalgo County Commissioners' Court to enter into an Interlocal Cooperation Agreement with the City of Elsa for the purchase of materials and overlaying of streets in the amount of $432,854.45 utilizing FY 17, 18, 25 & 27 (2004, 2005, 2012 & 2014) UCP Street Improvements funding.

2. Requesting authorization for county judge to sign the required documents.

B. **AI -48606** The Urban County Program is requesting the award of a bid and approval of a contract with G & G Contractors for the demolition and reconstruction of the following:

(1) Unit in the Countywide area. Total contract amount is $53,940.00 to G & G Contractors.

C. **AI -48562** 1. Hold a PUBLIC HEARING to consider public comments for a proposed budget and program amendment for the Urban County Program – HOME Investments Partnership Program (HOME) for the 2013 Fiscal Year.

2. Requesting approval of a **BUDGET AND PROGRAM AMENDMENT** for the Urban County Program – HOME Investments Partnership Program (HOME). The proposed budget and program amendment for Fiscal Year 2013 will delete the $200,000 budget of the Rental Program, reduce $50,000 from the Owner-Occupied Rehabilitation Program and increase the budget of the Community Housing Development Organization Program (CHDO).

D. **AI -48559** Request approval to **amend the 2013** Affordable Homes of South Texas Inc. (AHSTI) HOME Community Housing Development Organization (CHDO) Agreement and increase the funding by $75,000

E. **AI -48561**
Request approval to amend the 2013 Proyecto Azteca HOME Community Housing Development Organization (CHDO) Agreement and increase the funding by $175,000

F. **AI -48578** Requesting approval to amend an application with the Owner-Occupied Housing Rehabilitation Program for Roel & Blanca Garcia at the request of Housing Rehab Staff.

17. Head Start Program - Teresa Flores:

A. **AI -48442** Discussion/Approval of Poverty Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2015-2016

B. **AI -48441** Discussion/Approval on Request to Purchase Two (2) Cargo Vans Through the Hidalgo County's Membership/Participation with the Texas Association School Board (TASB) Buyboard's Awarded Vendor, Caldwell Country Chevrolet, Including TASB Administrative Fees

18. Planning Department - T.J. Arredondo:

A. **AI -48557** 1. Preliminary Approval with Variance Request
a. Los Feliz Phase 2 Subdivision – Pct. 4 (Forrest Runnels Jr.)
b. Los Vientos Estates No. 3 – Pct. 4 (Kathryn I East)

2. Preliminary Approval
a. Guerra Apartments Subdivision – Pct. 1 (Rene Guerra)
b. F & F Subdivision – Pct. 3 (Maria Acosta)
c. Presidio Estates Unit 2 – Pct. 1 (Kyndel Bennett)
d. Rancho B2Z Subdivision – Pct. 4 (Beza Badiozzamani)
e. Perez Acres Subdivision – Pct. 1 (Juan Perez)

3. Final Approval
a. Magdalena Estates – Pct. 4 (Kyndel Bennett)
b. Los Vientos Estates No. 2 – Pct. 4 (Kathryn I. East)

4. Final Approval with Financial Guarantee
a. Sunflower Gardens Subdivision – Pct. 4 (Richard Ruppert)

19. Precinct #2 - Comm. Cantu:

A. **AI -48696** Requesting approval to accept counter offer to purchase a tract of land known as Parcel 6 for the S McColl Road Project(CSJ# 0921-02-288).

B. **AI -48668** Requesting approval to issue payment to Barrera Sanchez & Assoc. in trust for Maria Elvia Gonzalez for Parcel 101 of the Pct 2 North I Rd Project that was previously approved through Special Commissioners Condemnation hearing on February 27, 2008 in the amount of $27,080.00 and subsequently appealed and settled out of court Dec 22, 2014 in the amount of $52,747.00 reflecting a difference of 25,667.00.

C. **AI -48698** 1. Approval of Interlocal Agreement between the City of Pharr and the County of Hidalgo, Texas through Precinct 2 and Precinct 4 to reconstruct Owassa Road from Jackson Rd to Sugar Rd.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project to reconstruct Owassa Road from Jackson Rd to Sugar Rd.

D. **AI -48636** 1. Approval of Interlocal Agreement between the City of Pharr and the County of Hidalgo, Texas to assist one another in multiple projects to be defined by mutual agreement in which both the City and the County will benefit from the outcome of the work.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project(s).

20. Precinct #4 - Comm. Palacios:

A. **AI -48661** 1. Approval of Certification of Revenues by the County Auditor for the cost participation from Wyatt Ranches of Texas for road construction of the intersection of Chapa Road and Brushline Road.

2. Approval of 2015 appropriation of funds in the amount of $3,106.77 for the road construction of the intersection of Chapa Road and Brushline Road.

21. HIDTA - Task Force:

A. **AI -48637** Authorization to upgrade to nine (9) Smartphones with accessories and continue with one (1) MiFi mobile broadband through the County's membership/participation with Contract DIR-SDD-1779 (Requisition#00272436) with awarded vendor VERIZON WIRELESS with the following:

QTY	DESCRIPTION	DEPT.	EMP. NO.	SERVICE TOTAL	EQUIPMENT TOTAL
1	Smartphone	270	207900	Americas Choice 400 Share ,email & data; $49.99+$5.00 taxes & fees=$54.99 monthly One time charge for accessories-Defender Case and car charger $39.62	$39.62
1	Smartphone	270	153818	Americas Choice 400 Share ,email & data; $49.99+$5.00 taxes & fees=$54.99 monthly One time charge for accessories-Defender Case and car charger $39.62	$39.62
1	Smartphone	270	175145	Americas Choice 400 Share ,email & data; $49.99+$5.00 taxes & fees=$54.99 monthly One time charge for accessories-Defender Case and car charger $39.62	$39.62
1	Smartphone	270	208159	Americas Choice 400 Share ,email & data; $49.99+$5.00 taxes & fees=$54.99 monthly One time charge for accessories-Defender Case and car charger $39.62	$39.62
1	Smartphone	270	149098	Americas Choice 400 Share ,email & data; $49.99+$5.00 taxes & fees=$54.99 monthly One time charge for accessories-Defender Case and car charger $39.62	$39.62
1	Smartphone	270	208035	Americas Choice 400 Share ,email & data; $49.99+$5.00 taxes & fees=$54.99 monthly One time charge for accessories-Defender Case and car charger $39.62	$39.62
1	Smartphone	270	Spare	Americas Choice 400 Share ,email & data; $49.99+$5.00 taxes & fees=$54.99 monthly One time charge for accessories-Defender Case and car charger $39.62	$39.62
1	Smartphone	270	Spare	Americas Choice 400 Share ,email & data; $49.99+$5.00 taxes & fees=$54.99 monthly One time charge for accessories-Defender Case and car charger $39.62	$39.62
1	Smartphone	270	Spare	Americas Choice 400 Share ,email & data; $49.99+$5.00 taxes & fees=$54.99 monthly One time charge for accessories-Defender Case and car charger $39.55	$39.55
1	MiFi Mobile Broadband	270	Spare	4G Broadband Unlimited access $37.99+$5.00 taxes &fees= $42.99 monthly	.00

22. Budget & Management - Sergio Cruz:

A. **AI -48568** Approval to submit request for funds (unclaimed capital credits) from the Texas Comptroller of Public Accounts as authorized under Texas Property Code §74.602, with authority for County Judge to sign the letter of request.

B. Budget Appropriations:

1. **AI -48687** Justice Court Bldg. Security Fund (1245):
Approval of 2015 appropriation of funds for the Justice Court Bldg Security fund in the amount of $76,142.50 to fund the purchase of surveillance cameras for the JP offices.

2. **AI -48555** CO2010A&B (1342)
Approval of 2015 appropriation of funds in the amount of $29,759.91 to fund anticipated expenditures related to the Former Administration project.

3. **AI -48674** 1115 Waiver (1100):
A. Approval to undesignate the amount of $509,859.40 in the year 2014 from the 1115 Waiver Assigned Fund Balance.
B. Approval of 2014 interdepartmental transfer from 1115 Waiver DSRIP (240-005) to Co. Wide Adm.-Contingency (115-002) in the amount of $500,000.00.

23. 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 -48545**
Requesting authority to approve and accept the purchase of equipment, services, software maintenance & support services from Everbridge Emergency Notification (awarded vendor through our membership/participation with the GSA contract #GS-#35F-0692P) for a term of (5) five years with first year prorated for the amount of $72,568.74 commencing April 01, 2015, and thereafter $96,758.31 per year.

2. **AI -48502**
Presentation of sole responsible vendor submitting the lowest and best bid (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- "Repair-Removal-Installation and/or Purchase of Mobile Radios-Computers and Other Misc. Equipment" through project no.: 2015-017-01-18-SGS.

3. **AI -48357** Presentation of sole bid received as detailed in tabulation sheet contained herin meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County-"Pager Services" through project No.: 2015-034-01-15-SGS.

4. **AI -48422**

Acceptance and approval of pre-qualified firms submitting Statements of Qualifications for establishment of a "Pool" (as listed on the RFQ Acceptance Sheets attached hereto) for engagement through the established statutory and local protocol (i.e. nomination by user, grading/scoring, presentation to CC for ranking, authority for negotiations for a final agreement, etc.) on an "As Needed basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County's Request for Qualifications packet for the following listed Professional Services:

a. Architectural Services (RFQ No. 2015-005-02-04-YSS) - 14 firms
b. Engineering Services (RFQ No. 2015-006-02-04-YZV) - 39 firms
c. Engineering Services -Geotechnical & Construction Materials Testing (RFQ No. 2015-007-02-04-SMA) - 6 firms
d. Construction Management Services (RFQ No. 2015-008-02-04-MSS) - 18 firms
e. Real Estate Appraiser Services (RFQ No. 2015-009-02-04-SGS) - 4 firms
f. Surveyor Services (RFQ No. 2015-010-02-04-MEG) - 46 firms

with the effective date of "Approved Pools" commencing March 16, 2015 through March 15, 2016.

5. **AI -48631**

A. Pursuant to procurement packet, request by Hon. Arturo Guajardo, Jr., Hidalgo-County Clerk that HCCC approve (select/designate/appoint) a Committee to score/grade the responses received for RFP#2015-041-03-11-Legal Firm for the Collection of Delinquent Fees & Fines for Judicial & JP Courts-Phased Basis with recommendations of members; or, in the alternative;

B. Pursuant to procurement packet, HCCC's selection/designation/appointment of a Committee to score/grade the responses received for RFP#2015-041-03-11-Legal Firm for the Collection of Delinquent Fees & Fines for Judicial & JP Courts-Phased Basis; or,

C. Other, as permitted by procurement packet.

6. **AI -48645**

Pursuant to Texas Local Government Code, 116.021(b) DEPOSITORY AND SUBDEPOSITORY CONTRACTS and Hidalgo County's current four (4) year contract (Article 1.2) with Lone Star National Bank, recommendation by Hon. Norma G. Garcia, HC-Treasurer & Mr. Sergio Cruz, HC-Budget Officer on the need to establish, on the basis of negotiations with LSNB, new interest rates and financial tems of the contract that will take effect during the final two (2) years of the four (4) year agreement by sending the required minimum sixty (60) days notice of said negotiations (that date being 05-09-15).

7. **AI -48638**

A. Pursuant to Tx. Local Government Code 263.152 approval to declare as surplus/un-needed an office area of approx. 168 square feet inside the soon to be Hidalgo County Tax Office Sub-station located at 708 E. Hwy. 107, Elsa, Texas 78543;

B. Requesting authority to advertise (under TLGC 263.007) a sealed bid for the Lease (168 sq. ft.) of office space in the building to house the Hidalgo County Tax Office located 708 E. Hwy. 107, Elsa, Texas 78543 including approval to use the standard procurement packet utilized by HC for all other like leases with a minimum price of no less than $_____ per square foot. (final specifications will be approved by V. Guerra and draft lease agreement form by legal counsel) prior to distribution of packets.)

8. AI -48528

A. Recommendation to HCCC to appoint/designate an evaluation committee to grade and score the Proposal responses received for RFP No 2015-028-02-11-YZV - Hidalgo County -Professional Energy Consulting Services from existing members of the Energy Efficiency Community Block Grant awarded by US Department of Energy:

County Judge's Office - Jaime Longoria (w/Erika Reyna as substitute when needed);
Precinct #1 -
Precinct #2 -
Precinct #3 - Dr. Mona Parras
Precinct #4 -

Auditor's Office
Deborah Fischer
Ramiro Sendejo (now at DAs office)

Purchasing:
Darlene Betancourt
Moises Salazar

HC-DBM
Rey Salazar
Manuel Chapa

B. Appointment/designation of Evaluation Committee by HCCC for the grading and scoring of the Proposal Responses received for the RFP-Hidalgo Couny- Professional Energy Consulting Services.

9. AI -45781

a. Approval to exercise the thirty (30) day written notice of termination pursuant to page 5 of 9, #15 of Contract #E-14-103A-03-18 (original contract #C-12-008A-03-20) with Copy It Inc. for awarded "Printing Services and Related Supplies" under this contract; and

b. Pursuant to page 2 of 7, #10 under "Terms and Conditions of Specifications" of the RFB; requesting approval to award applicable items to the next lowest bidder(s) with Gateway Printing-Contract #E-14-103-03-18 and E. Stone dba Gulf Data Products-Contract E-14-103B-03-18 as this project was a multiple award-approved by CC on 03/20/12; and

c. Approval of Amendments (as approved by legal) to Contracts with Gateway Printing and E. Stone dba Gulf Data Products to include the "Modified Exhibit B1-Bid Page" of the additional items as applicable; and

d. Approval of the sixty (60) day grace period extension request as provided in contracts E-14-103-03-18-Gateway Printing and E-14-103B-03-18-E. Stone dba Gulf Data Products for "Printing Services and Related Supplies", with rates, terms and conditions, so as to have no lapse in services while the procurement process is ongoing; and

e. Requesting authority to advertise with approval of draft specifications, bid page and draft contract (as approved by legal) as attached hereto for "Printed Services and Related Supplies" including the re-advertising of project in the event no bid responses are received and/or rejected and project is still required.

B. Pct. 2

1. **AI -48625**
Requesting authority to advertise with approval of RFB plans and specifications developed by Hidalgo County Planning Department and Mr. Raul Sesin, P.E., for: Hidalgo County Precinct No. 2 -"Equipment and Maintenance Facility -Parking Lot and Access Road"-RFB No. 2015-085-03-25-MSS.

2. **AI -48647**
a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Consulting Engineers, Inc. dba L&G Engineering, for "Feasibility Study, Preliminary Engineering, PS&E, Construction Bid Services & Construction Management, Inspection & Testing for the Regional Hike & Bike Project (from South San Antonio Ave. to 2nd Street) "as approved for negotiations on CC 01/20/15;
b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $75,588.32) as submitted by project engineer, L&G Consulting Engineers, Inc. dba L&G Engineering for, "Engineering services for Feasibility Study for the Hidalgo County Pct 2 Regional Hike & Bike Project" located Pct. No. 2 through Contract #C-15-15-046-03-03.

C. Pct. 3

1. **AI -48570**
A. Acceptance and approval to execute a Professional Engineer contract/agreement for the provision of construction materials testing services for Pct No. 3 for Border Colonia Round III with L & G Consulting Engineers as authorized and approved for negotiations by CC on 12/16/14;

B. Approval of Work Authorization No. 1 for contract # C-CAP-14-425-12-16 with a proposed fee of $6,911.10 with L & G Engineers Consulting Engineers to provide Construction Materials Testing Services for Round 3 BCAP Project to Hidalgo County Precinct No. 3 for various Border Colonia Access Program Round III Projects.

2. **AI -48596** A. Presentation of scoring grid (for the purpose of ranking as qualified by CC) the sole respondent to RFQ No. 2014-364-11-26-YSS Engineering Services for Inspection, Material Testing and Construction Management for Mile 2 North Roadway Reconstruction Project (from La Homa to Moorefield Rd).

Qualifying Respondent	L & G Consulting Engineers, Inc.
evaluator 1	99
evaluator 2	99
evaluator 3	95
average score	96.33

B. Authority for the Purchasing Department to negotiate a professional services contract with the sole responding/qualified No. 1 ranked firm of L & G Consulting Engineers Inc. for the provision of “Engineering Services for Inspection, Material Testing and Construction Management for Mile 2 North Roadway Reconstruction Project (from La Homa Road to Moorefield Road)”

D. Pct. 4

1. **AI -48327**
Recommendation for Commissioners Court to take action regarding the **"Sunflower Park"** project to **"cease"** contract negotiations with the #1 ranked firm for "professional construction management services" with **Prodigy Construction Management** as (selected and ranked by CC on 10/28/14), due to and as per UCP, this project was funded by & through Urban County Program grant funds and ended December 2014.

2. **AI -48703**
A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a professional service;

B. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County's approved "pool" of Engineering Firms for the provision of "professional engineering services" for Project: **FM 1925 (from 10th Street to McColl Road) (*a TxDOT Project*)** located in **Hidalgo County Precinct 4;**

ENGINEERING FIRMS:

Totals	L&G Engineering	Building Transportation Infrastructure, Inc. d/b/a BTI	Fulcrum Consulting Services
Scores	98	93	92
Ranking			

C. Authority for the Purchasing Department to negotiate a professional engineering services agreement for Project: **FM 1925 (from 10th Street to McColl Road) (*a TxDOT Project*)** located in **Hidalgo County Precinct 4,** commencing with the No.1 ranked firm _____ for Engineering Services.

E. Sheriff's Office

1. **AI -48489** Presentation of bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Sealed Quotes titled: Hidalgo County Sheriff's Office-" Kitchen Equipment and Appliances Maintenance & Repair Services" through project No.: 2015-024-01-16-SGS.

24. **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 -48694** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Eagle

D. **AI -48550**
Civil Action No. 7:15-cv-52; Fabian Leal, Javier Lopez & Rene J. De Leon v. Bert Odgen Motors, Inc., Bert Odgen Chevrolet, Inc., Robert C. Vackar, Rene Guerra, Hidalgo County, Texas and Hidalgo County Sheriff's Office

E. **AI -48583** Civil Action No. 7:15-cv-43; Daniel Enrique Cantu v. County of Hidalgo Sheriff's Department

F. **AI -48621** C-2749-13-G; Leihliana Ruelas and Deyanira Ruelas v. Hidalgo County Sheriff Department and Gilbert Flores

G. **AI -48581** Claim of John Ray Rodriguez and Desiray Rodriguez

H. **AI -48641** Claim of Daniel Farray

25. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI -48695** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Eagle

D. **AI -48553**
Civil Action No. 7:15-cv-52; Fabian Leal, Javier Lopez & Rene J. De Leon v. Bert Odgen Motors, Inc., Bert Odgen Chevrolet, Inc., Robert C. Vackar, Rene Guerra, Hidalgo County, Texas and Hidalgo County Sheriff's Office

E. **AI -48584** Civil Action No. 7:15-cv-43; Daniel Enrique Cantu v. County of Hidalgo Sheriff's Department

F. **AI -48620** C-2749-13-G; Leihliana Ruelas and Deyanira Ruelas v. Hidalgo County Sheriff Department and Gilbert Flores

G. **AI -48582** Claim of John Ray Rodriguez and Desiray Rodriguez

H. **AI -48642** Claim of Daniel Farray

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

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

28. Adjourn

AI -48689 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Julia Sullivan, COUNTY JUDGE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

Resolution in honor of Eugene Gutierrez, a member of the first Special Service Force during World War II, for receiving a Congressional Gold Medal

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/27/2015 01:44 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Monica Badillo Started On: 02/27/2015 11:29 AM

Final Approval Date: 02/27/2015

RESOLUTION IN HONOR OF FIRST SPECIAL SERVICE FORCE VETERAN EUGENE GUTIERREZ, JR.

WHEREAS, Rio Grande Valley native son Eugene Gutierrez, Jr. is a World War II hero, serving in the 1st Special Service Force, also known as the Devil's Brigade. The 1st Special Service Force was an elite U.S.-Canadian commando unit that served from 1942 to 1944. Today's American and Canadian Special Forces trace their heritage to the 1st Special Service Force; and

WHEREAS, under the command of Lt. Colonel Robert T. Frederick, the 1,800-man unit, which operated mainly in Italy and southern France, accounted for 12,000 German casualties, captured more than 30,000 prisoners, had a kill ratio of 25 enemy soldiers for each Forceman killed in action, won eight U.S. campaign battle stars and played a key role in the 1944 liberation of Rome from German forces; and

WHEREAS, the U.S.-Canadian 1st Special Service Force was awarded the Congressional Gold Medal – the highest civilian honor the United States Congress can bestow – on Tuesday, February 3, 2015 at a ceremony held at the U.S. Capitol Emancipation Hall in Washington D.C., Mr. Gutierrez and Canadian Charles Mann accepted the medal on behalf of their fellow Forcemen; and

WHEREAS, the 1st Special Service Force earned a reputation for being able to take impenetrable objectives when no one else could. Against all odds, they wiped out a strategic enemy defensive position high atop a mountain surrounded by steep cliffs in Italy. This mission was the basis of the 1968 motion picture titled "The Devil's Brigade." They fought for 99 days on the front lines at Anzio beachhead without relief and helped liberate Rome on June 4, 1944. The 1st Special Service Force went on to invade the islands of southern France on August 15, 1944, paddling in rubber boats over five hours in the dark for a surprise attack on the Germans; and

WHEREAS, after he was honorably discharged in 1945, Mr. Gutierrez attended Oklahoma State University and earned a Bachelor degree in Industrial Arts and a Masters degree in Education. He began his 30-year tenure with the McAllen Independent School District in 1950, teaching at Sam Houston. In 1953 he became the first Hispanic principal in the McAllen ISD, serving at Navarro elementary school for 17 years, then at Lincoln Middle School until his retirement in 1980. He and his wife of 63 years, Penny, have three children: Thomas, Margaret, and Elizabeth, and four grandchildren.

NOW, THEREFORE, BE IT RESOLVED that Hidalgo County Commissioners Court hereby recognizes and honors Eugene Gutierrez, Jr. for being a hero of World War II who helped free the world of tyranny as a member of the 1st Special Service Force, and salutes him for being awarded the Congressional Gold Medal for meritorious service to the United States of America.

Dated this 3rd, day of March 2015.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI -48691 **County Judge's Office** **6. B.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Robert Villarreal, COUNTY JUDGE **Submitted By:** Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Resolution supporting a proposed affordable housing community - Project La Palmilla

BACKGROUND

No fiscal impact. No financial commitment from county.

Fiscal Impact

Attachments

Attachment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/27/2015 03:01 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Michael Leo		Started On: 02/27/2015 12:05 PM
Final Approval Date: 02/27/2015		

Resolution of the Commissioner's Court of Hidalgo County to support the proposed affordable housing project to be known as LA PALMILLA.

Whereas, VDC La Palmilla, LP (the "Applicant") has proposed a development for affordable rental housing to be located at the SWQ of Alberta and Raul Longoria in the extra-territorial jurisdiction of the City of Edinburg, Hidalgo County 78542, and to be named La Palmilla (the "Development"); and

Whereas, the Applicant intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2015 Low Income Housing Tax Credit Program funds for the Development; and

Whereas, the Commissioners' Court finds that there is a need for affordable housing for the City of Edinburg and Hidalgo County citizens of modest means and desires to support the Development;

NOW THEREFORE, BE IT RESOLVED, as follows:

1. The Commissioners' Court of Hidalgo County hereby confirms its support for the Development described above and that this formal action has been taken to put on record the opinion expressed by the County Commissioner's Court on this date.

2. The Commissioners' Court of Hidalgo County hereby supports the Applicant's application for tax credit funding from the Texas Department of Housing and Community Affairs and supports an award of tax credits for the Development pursuant to the Qualified Allocation Plan of the Texas Department of Housing and Community Affairs.

3. For and on behalf of the Commissioners' Court, Ramon Garcia, Hidalgo County Judge, is hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Housing and Community Affairs.

4. This resolution shall become effective immediately upon its passage.

[Certification Page Follows.]

PASSED AND APPROVED the 3rd day of March, 2015 at a Special Meeting of the Commissioner's Court of Hidalgo County.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Name: _____
Title: _____

AI -48693 **County Judge's Office** **6. C.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Robert Villarreal, COUNTY JUDGE **Submitted By:** Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Resolution supporting a proposed affordable housing community - The Heights

BACKGROUND

No fiscal impact. No financial commitment from Hidalgo County.

Fiscal Impact

Attachments

Attachment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/27/2015 03:01 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Michael Leo		Started On: 02/27/2015 12:16 PM
Final Approval Date: 02/27/2015		

R E S O L U T I O N

A RESOLUTION OF THE COUNTY COMMISSIONERS OF THE COUNTY OF HIDALGO, TEXAS SUPPORTING A PROPOSED AFFORDABLE HOUSING COMMUNITY TENTATIVELY KNOWN AS THE HEIGHTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County benefits from the availability of affordable housing for its residents of lower economic means;

WHEREAS, Wisconsin Street Housing, L.P. (to be formed) and its affiliates (the "Applicant") propose to build an affordable housing development with up to a total of 128 residential units of which 110 will be housing tax credit units (the "Affordable Housing") in the County; and

WHEREAS, the Affordable Housing is expected to be located at the SWQ of S. Raul Longoria Road and E. Wisconsin Road and is expected to be named "The Heights"; and

WHEREAS, the Applicant has submitted a pre-application (TDHCA No.15173) and proposes to submit a final application for financing for the Affordable Housing, including Low Income Housing Tax Credits ("Tax Credits") from the Texas Department of Housing and Community Affairs; and

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

SECTION ONE. The Commissioners' Court of the County of Hidalgo hereby confirms its support for the development and construction of the Affordable Housing described above and that this formal action has been taken to put on record the opinion expressed by the Commissioners' County on this date.

SECTION TWO. The Commissioners' Court of the County of Hidalgo hereby supports the Applicant's application for Tax Credits from the Texas Department of Housing and Community Affairs and supports an award of Tax Credits for the Affordable Housing pursuant to the Qualified Allocation Plan of the Texas Department of Housing and Community Affairs.

SECTION THREE. For and on behalf of the Commissioners' Court of the County of Hidalgo, Ramon Garcia, Hidalgo County Judge, is hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Housing and Community Affairs.

SECTION FOUR. This resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this 3rd day of March, 2015 at a Special Meeting of the County Commissioners of the County of Hidalgo, Texas.

COUNTY OF HIDALGO

By: _____
Ramon Garcia
County Judge

ATTEST:

_____
Arturo Guarjardo, Jr.
County Clerk

AI -48707 **County Judge's Office** **6. D.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in support of Senator Juan Hinojosa's Border Security Plan

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/27/2015 03:51 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Monica Badillo Started On: 02/27/2015 03:33 PM

Final Approval Date: 02/27/2015

RESOLUTION IN SUPPORT OF SENATOR JUAN "CHUY" HINOJOSA'S BORDER SECURITY PLAN

WHEREAS, during the summer of 2014, the Rio Grande Valley experienced a humanitarian crisis as a surge of children and families from Central America overwhelmed our communities, and the thousands of immigrants detained in border patrol facilities and makeshift shelters in overcrowded and unsanitary conditions incited concerns and a critical sense of urgency to respond to this unfortunate situation.

WHEREAS, although ultimately a federal responsibility, this was a humanitarian issue and one that our residents along the border had to manage.

WHEREAS, to handle the humanitarian crisis, the state began a surge of DPS troopers that was soon assisted by the Texas National Guard troops. As of January 2015, the cost of the state's border security efforts has been $102 million.

WHEREAS, utilizing the National Guard creates an image of militarization of the border and sends the wrong message; while simultaneously, a smarter use of our taxpayer dollars is needed to address the security along the border to ensure the safety and security of our families.

WHEREAS, Senator Juan "Chuy" Hinojosa has carefully crafted a Border Security Plan that is efficient, cost effective, and transparent and does not include utilizing the National Guard other than National Guard assets as needed.

WHEREAS, Senator Hinojosa's Border Security Plan creates a permanent task force of Texas Rangers in the Rio Grande Valley, addresses the disparity between DPS commissioned officer salaries and city law enforcement, and provides additional funding for local law enforcement agencies.

WHEREAS, Senator Hinojosa's Border Security Plan permanently increases the number of Texas Park and Wildlife Game Wardens on the border, adds additional agents for the Texas Alcoholic Beverage Commission, and enhances funding for the Border Prosecution Grant Program to allow District Attorney's to hire an assistant prosecutor and/or investigator whose primary responsibility is to better handle and coordinate prosecution of border crimes.

WHEREAS, Senator Hinojosa's Border Security Plan establishes a DPS training facility in the Rio Grande Valley to support the additional increase in law enforcement personnel and reduces the travel time and costs away from duty stations, and to better acquaint themselves with the unique culture and traditions of South Texas to have a familiarity with the region to better serve and protect our communities.

NOW, THEREFORE, BE IT RESOLVED, that Hidalgo County Commissioners Court does hereby support Senator Juan "Chuy" Hinojosa's Border Security Plan that is a comprehensive and cost effective strategy that does not militarize the border and ensures the safety of our families in the Rio Grande Valley.

Dated this 3rd, day of March 2015.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI -48700 **County Judge's Office** **6. E.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Approval to rescind action taken on 2/17/15 appointment of board member to the Tropical Texas Behavioral Center Board of Trustees for a two year term (Pct. #2 appointment only)
2. Appointment of board member to the Tropical Texas Behavioral Center Board of Trustees for a two year term, effective March 3, 2015.

BACKGROUND

Current vacancies - Pct. 2, Pct. 3, & Pct. 4.

Fiscal Impact

Attachments

list
bylaws

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/27/2015 02:40 PM
Obdett Calzada	Obdett Calzada	02/27/2015 03:15 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Monica Badillo Started On: 02/27/2015 01:41 PM

Final Approval Date: 02/27/2015

TROPICAL TEXAS CENTER BEHAVIORAL HEALTH
P.O. DRAWER 1108, 1901 S. 24th Ave.
Edinburg, Texas 78539
(956) 289-7000

BOARD OF TRUSTEES ROSTER
(Not To Be Released For Public Information)

Name	County	Phone #	Address	Profession/ Committee	Sex	Ethnic	*	
Joe Rodriguez Place 1 *(Appointed by Com. Cuellar)* Mary Guerrero, Admin Assist	Hidalgo Appointee	388-1300(wk) 381-8849 (h) 289-5223 (Fax) 655-1273 (Cell)	608 E. Ramseyer Rd. Edinburg, TX 78541 Joe.Rodriguez@uhsrgv.com Mary.guerrero@uhsrgv.com	Assistant Administrator	M	H	No	Orig Oath Curr
Vacant Place 2 *(Appointed by Com. Cantu)*	Hidalgo Appointee							Orig Curr
Place 3 *(Appointed by Com. Joe Flore)*	Hidalgo Appointee				F	H	No	Orig Oath Curr
Sandra Solis Place 4 *(Appointed by Com. Joseph Palacios)*	Hidalgo Appointee	289-2650 Ex. 6437 (Wk) 648-1973 (Cell)	1004 McKee Dr. Edinburg, TX 78539 sysolis@me.com P. O. Box 4511 Edinburg, TX 78540 Robert Vela High School 801 E. Canton Rd. Edinburg, TX 78539 san.solis@ecids.us	High School Counselor Planning & Operations Committee	F	H	No	Orig Oath Curr

Oscar Rodriguez Place 5 ***Secretary/Treasurer*** *(Reappointed by Judge Ramon Garcia)* Elected as officer on 2/20/2013.	Hidalgo Appointee	687-3969 (Hm) 279-4977 (Cell) 664-8400 (Wk)	1801 South 2nd St. P. O. Box 1700 McAllen, TX 78503 orodriquez@inbweb.com	Senior Vice President Executive Committee & Finance Committee	M	H	No	Orig Oath Curr
Patricia Garza Place 6 ***Chairperson*** Elected as officer on 2/20/2013.	Cameron Appointee	350-9856 (hm) 371-5533(Cell)	The Patricia E. Garza Law Firm, PLLC 855 E. Harrison St. Brownsville, TX 78520 patricia.garza@gmail.com	Attorney Executive Committee & Planning & Operations Committee	F	H	No	Orig Oath Curr
Ethel Morton Place 7 *(Appointed by Judge Carlos Cascos)*	Cameron Appointee		3302 Pebble Beach Dr. Harlingen, TX 78550 ethelmorton@gmail.com	Nurse	M	H	No	Orig Oath Curr
Dr. Tomas A. Gonzalez, MD, MBA Place 8 Jennifer Almonte - Wife	Cameron Appointee	632-0402 (Wk) 341-4396 (Cell)	6003 N. 3rd Lane McAllen, TX 78504 tgonzalezmd@gmail.com	Psychiatrist	M	H	No	Orig Oath Curr
Shawn Spanihel ***Vice Chairperson*** Place 9 Elected as officer on 2/20/2013.	Willacy	689-9195 (Wk) 689-9217 (Fax) Weslaco Office: 969-4581	100 North Highway 77, Suite N Raymondville, TX 78580 ShawnSpanihel@aol.com	Physical Therapist Executive Committee & Planning & Operations Committee	M	C	No	Orig Oath Curr

- B/T Member is a representative that demonstrates an understanding of the issues and concerns of the types of services the center provides through a relationship with a family member.
- Board meetings are usually scheduled the fourth Tuesday of the month, unless otherwise requested.

Revised: 01/15/2015

"Tropical Texas Behavioral Health improves the lives of people with behavioral health needs through the efficient and effective provision of quality services delivered with respect, dignity, cultural sensitivity, and a focus on recovery."

ARTICLE I. – AUTHORITY

A. Act of Law

The Center was created and established pursuant to *Vernon's Annotated Statutes, Part I. Health and Safety Code – Title 1. Mental Health and Mental Retardation, Chapter 534. Community Services*, as may hereafter be amended.

B. Sponsoring Agencies

The Center was established as a result of House Bill 3, enacted in 1967, that called for the creation of community mental health and mental retardation centers to provide a continuum of services for individuals with mental illness or mental retardation. The Center was originally founded in 1967, under the name of Hidalgo County Mental Health and Mental Retardation Center. In 1974, due to the increased need for behavioral health care services in the Rio Grande Valley, the Cameron County Commissioner's Court and the Willacy County Hospital District formed an agreement with the Hidalgo County Commissioner's Court in which the Hidalgo County Mental Health and Mental Retardation Center was dissolved and replaced with the Tropical Texas Center for Mental Health and Mental Retardation, which changed to Tropical Texas Behavioral Health in September of 2006. Through this agreement, the Center's service area was expanded to include Cameron, Hidalgo and Willacy Counties.

Board Members serve as volunteers and as such are prohibited from receiving any compensation, loan or other financial interest with the exception of reimbursement of travel expenses related to performance of board duties.

C. Name

The official name of the organization shall be Tropical Texas Behavioral Health, hereinafter referred to as "Center."

D. Mission/Purpose

Tropical Texas Behavioral Health improves the lives of people with behavioral health needs through the efficient and effective provision of quality services delivered with respect, dignity, cultural sensitivity, and a focus on recovery.

E. Principle Office

The principle office for the Center shall be located in Edinburg, County of Hidalgo, State of Texas. Other offices for the provision of services and the transaction of business shall be located at such places, as the Center's Board shall, from time to time, determine.

F. Fiscal Year

The fiscal year shall commence on the first day of September in each year and end on the last day of August of the following year.

G. Audit

The Center's financial statements shall be audited once a year by an independent, external accounting firm selected by the Board. An audit report shall be submitted to the Board in accordance with contractual regulations and/ or all applicable state and federal regulations.

ARTICLE II. – BOARD OF TRUSTEES

A. Representation

The Board of Trustees shall be composed of nine (9) members appointed by the Appointing Authorities. The Cameron County Commissioner's Court shall appoint three (3) Trustees; the Hidalgo County Commissioner's Court shall appoint five (5) Trustees; and, the Willacy County Hospital District shall appoint one (1) Trustee.

B. Qualifications

Members of the Board of Trustees must meet the following qualifications:

1. A member must be a qualified voter who resides in the region to be served by the center.

2. A member must meet statutory prohibitions concerning conflicts of interest between the board member (or spouse) and the Center.

3. A member must comply with statutory nepotism prohibitions concerning Center employment of relatives of the board member.

4. A member must be willing to comply with statutory prohibitions concerning contracting with the Center for one year after leaving office.

5. A member must meet all qualification requirements of his/her Appointing Authority as prescribed in the Inter-local Agreement and any corresponding policy and procedures of such Appointing Authority for the appointment and removal of members to the Board of Trustees.

6. The Board of Trustees shall continue to reflect the cultural diversity of the area.

C. Terms of Office

1. Trustees shall serve a two-year term from the date of appointment and/or until his/her successor is appointed and qualified.

2. The Appointing Authorities originally created staggered terms of office. Trustees holding Place 1, Place 3, Place 6, and Place 7, shall be appointed for terms beginning on September 1st of each even-numbered year. Trustees holding Place

2, Place 4, Place 5, Place 8, and Place 9, shall be appointed for terms beginning on September 1st of each odd-numbered year.

3. Trustees shall not serve more than four (4) consecutive and complete two-year terms (8 years) pursuant to the Inter-local Agreement of the Appointing Authorities.

D. Vacancies

1. Trustees

   a. A vacancy on the Board of Trustees shall exist upon the death, removal or resignation of a trustee.

   b. A resignation occurs when a Trustee submits in writing, to the chairperson, secretary or Appointing Authority his/her resignation. This resignation is effective upon receipt.

   c. A removal occurs upon the action of the Appointing Authority.

   d. Upon a vacancy, the Board of Trustees shall notify the respective Appointing Authority of the vacancy.

   e. A vacancy on the Board shall be filled by the appointment of a qualified person by the respective Appointing Authority for the remainder of the unexpired term.

   f. Vacancies shall be filled in accordance with the Appointing Authority's Inter-local Agreement and any corresponding policies and procedures for the appointment of members to the Board of Trustees.

2. Officers

   a. An officer may resign his/her position as an officer and still retain his/her position as a Board Trustee.

   b. A vacancy in office can be filled by election through a special election, to be held at the next regularly scheduled or specially called meeting of the Board of Trustees.

E. Removal and Recommendation for Removal of a Member of the Board of Trustees

1. The members of the Board of Trustees may be removed by the Appointing Authority at any time and without cause.

2. The Board of Trustees **may** vote to recommend the removal of any Trustee to the respective Appointing Authority for any of the following grounds:

   a. A violation of any of the provisions of these Board-By-Laws or Policies of the Board of Trustees; or,

   b. A finding by the Appointing Authority and/or Board of Trustees, that a Trustee's conduct or inaction is found to be detrimental to the Center, its clients or other stakeholders.

3. The Board of Trustees **shall** vote to recommend the removal of any Trustee to the respective Appointing Authority for any of the following grounds:

   a. a finding by a court of competent jurisdiction that a Trustee is legally incapacitated;

   b. a finding by the Board that a Trustee has missed more than three (3) consecutive regularly called meetings or more than five (5) meetings within the preceding twelve (12) months (this includes special called/emergency meetings, subcommittee meetings, etc.); or,

   c. a finding by the Board that a Trustee ceases to be qualified for membership as defined under statute.

4. Upon majority vote of the Board, as set out in Sections E2 and E3 from above, a recommendation for removal of a Trustee must be made in writing to the Appointing Authority by the Chairperson of the Board, or the next officer in line, if the affected member is the Chairperson.

F. Orientation and Training

1. Before assuming office as a member of the Board of Trustees, an individual must attend at least one orientation session administered by the Center's professional staff concerning the Center's programs and budget (including fiscal audit), legal requirements and any ethics policies adopted by the Board.

2. After assuming office, a member of the Board of Trustees shall attend an annual training program established by the Texas Department of State Health Services and/or Department of Aging and Disability Services and administered by the Center's professional staff, including legal counsel.

3. Not later than the date of appointment to the Board of Trustees, and annually thereafter, a Trustee shall execute and file with the Center an affidavit acknowledging that s/he has read the legal requirements for qualification, conflict of interest, corporate compliance acknowledgement form, and removal prescribed by the Health and Safety Code, Chapter 534.

G. General Functions of Governance

The members of the Board of Trustees are responsible for general functions of governance including, but not limited to, the following:

1. determining the Center's Vision, Mission and Values;

2. formulating broad policy to ensure the effective and fiscally responsible administration of the Center and holds the CEO responsible for the Center Policies and Procedures, as well as Center Operations;

3. developing policies consistent with contractual rules, regulations, standards and laws;

4. employing a CEO to manage the operations of the Center. (The Board's duties in this regard include: recruitment, selection, compensation, evaluation and replacement, when necessary);

5. providing ongoing support and guidance to the CEO;

6. efficiently promoting quality behavioral healthcare to meet the unique needs of the people served;

7. promoting public trust and enhancing the Center's public image;

8. ensuring the creation and application of competitive bidding procedures and practices in accordance with contracts, regulations, and state laws;

9. establishing the overall number of employees and salary budget for the Center;

10. providing reports to the Center's Appointing Authorities as needed or as otherwise required by contract, state laws or regulations;

11. requesting funds for support and/or in-kind assistance from the Center's Appointing Authorities as needed or as otherwise required by law;

12. abiding by the Board of Trustees' adopted Code of Ethics and all Policies of the Board;

13. upholding their fiduciary duties of care, loyalty, and trustworthiness; acting in good faith, free of prejudice or malice

H. Meeting Functions

The members of the Board of Trustees are responsible for meeting functions, including, but not limited to, the following:

1. Adopting rules to govern Board meetings in compliance with the *Texas Open Meetings Act.*

2. Conducting all meetings in a manner consistent with the adopted Bylaws and Policies of the Board of Trustees and standard parliamentary procedures such as *Robert's Rules of Order, Revised.*

3. Keeping appropriate records of meetings and sending to the State and the Appointing Authorities, a copy of the approved minutes of each meeting when requested.

ARTICLE III. – OFFICERS OF THE BOARD

A. Officers

The officers of the Board shall be composed of the Chairperson, Vice-chairperson, Secretary and such other officer as elected by the Board of Trustees, if any.

B. Chairperson

The chairperson is charged with the following duties and roles, including but not limited to:

1. being a spokesperson and public representative of the Center and the Board;

2. presiding over all Board meetings and calling special Board meetings as required, and in a manner consistent with these Bylaws;

3. serving as a member of the Board's Executive Committee; and,

4. performing any other necessary functions as assigned by the Board of Trustees.

C. Vice-chairperson

The Vice-chairperson is charged with the following duties and roles including, but not limited to:

1. performing all duties of the chairperson in the absence, inability, or upon refusal to act, of the Chairperson;

2. serving as a member of the Board's Executive Committee; and,

3. performing any other necessary functions as assigned by the Board of Trustees.

D. Secretary

The secretary is charged with the following duties including, but not limited to:

1. keeping and or causing to be kept, the minutes of the Board, and serving as a member of the Board's Executive Committee;

2. performing all the duties of the Vice-chairperson in the absence, inability, or upon refusal to act, of the Vice-chairperson; and,

3. performing any other necessary functions as assigned by the Board of Trustees.

E. Elections

1. Election of officers shall occur annually at the first board meeting following September 30th of the given year.

2. Each officer shall hold office for a two (2) year term or until a successor is properly elected.

3. Officers shall not serve more than two (2) consecutive and complete two-year terms and any partial term, as applicable, in the same office.

4. A special election can be called if approved by a quorum of the Board. The terms of such specially elected officers will then coincide and terminate with the terms of the prior officeholders.

5. The election of officers will be held through secret written ballots, in which the Chairperson shall have a vote, unless a Board Member makes a motion to elect by acclamation and the motion passes.

6. In the election of officers, a majority vote of the current Board of Trustee members in attendance shall be required to fill an elected position. In the event of a tie vote, the voting process will be repeated up to three (3) consecutive times. In the event that the three (3) consecutive votes result in a tie vote, the officer will be selected by lot.

ARTICLE IV. – MEETINGS OF THE BOARD OF TRUSTEES

A. Notice of Meetings

1. Notice to the public of the date, hour, place and subject(s) of all meetings, excluding emergency meetings, shall be posted, for at least 72 hours before the scheduled time of the meeting.

    a. The notice will be posted on a bulletin board, at a place convenient to the public, at the venue of the Appointing Authorities, and other places as may be deemed appropriate by the Board.

    b. The notice will also be posted on a bulletin board, at a place convenient to the public, in the Center's principal office in Edinburg, Texas.

2. Notice of emergency meetings and / or supplemental notice of subjects added to a meeting after the initial posting will be posted in accordance with the *Texas Open Meetings Act*.

B. Quorum and Voting

1. A quorum of the board is considered to exist by the presence of fifty percent (50%) or more of the filled board positions at a meeting.

2. A quorum of the Board Members shall be in attendance at any meeting for the transaction of business.

3. A quorum of the current Board Members shall be present before the chairperson calls any meeting to order.

4. Majority votes by a Board quorum constitute action by the entire Board of Trustees, with the exception of the following that shall require a two-thirds affirmative vote of the filled board positions:

    a. The sale or purchase of any item for more than two hundred fifty thousand dollars.
    b. Expenditure of over one million dollars for any one item.
    c. Non-renewal or termination of the CEO contract

5. After a quorum is established for a meeting, the meeting shall be adjourned if the number of Board Members present becomes less than four (4**).**

C. Agendas

1. The CEO will develop and provide agendas for Board meetings subject to approval by the Board Chairperson.

2. Members of the Board of Trustees can place items on the agenda which have not been approved by the Board Chairperson through a written request signed by at least two (2) other Board members. The written request must be received by the CEO at least ten (10) working days before the scheduled meeting day.

3. The Center's professional staff develop the meeting materials and the CEO's administrative assistant distributes the meeting materials prior to the board meeting.

4. The Public Notice of the Board Meeting is posted at least 72 hours in advance of meeting in accordance with the Texas Open Meetings Act.

D. Regular Meetings

1. All regular meetings shall be held in accordance with the *Texas Open Meetings Act.*

2. The Board of Trustees shall hold a minimum of nine (9) meetings within any one (1) fiscal year. Meetings shall be conducted pursuant to the *Texas Open Meetings Act* and in accordance with standard Parliamentary Procedures such as *Robert's Rules of Order, Revised.*

3. Regular Board meetings shall be held monthly at a time and location designated by the Board of Trustees.

E. Special and Emergency Meetings

1. All special and emergency meetings will be called by the Board Chairperson in accordance with the *Texas Open Meetings Act*.

2. Special meetings may be called by the Chairperson at his/her own initiative or must be called by the Chairperson upon receipt of a written request from three (3) or more Trustees.

3. If not specifically mentioned in the call and posting of the special meeting, any matter decided at the special meeting must be later ratified by the full Board of Trustees, at a regular meeting.

F. Executive Session

Any executive sessions of the Board shall be held pursuant to the *Texas Open Meetings Act* and other applicable laws.

ARTICLE V. COMMITTEES OF THE BOARD

A. Establishment of Committees

The Board may appoint committees to advise them. Each committee must consist of at least three members.

1. Standing Committees

   a. The Standing Committee of the Board of Trustees is the Executive Committee.

   b. The Board of Trustees may create any other standing committee as the Board deems necessary and appropriate.

2. Special Committees

   The Board of Trustees may create Advisory committees, as deemed necessary and appropriate, to advise the Board, as authorized by law. The Chairperson shall appoint the members of all Advisory committees.

B. Powers and Authority of Committees

1. The appointment of a committee shall not relieve the Board of Trustees of its responsibility and accountability as delineated in the Health & Safety Code, Chapter 534.

2. With the exception of the Executive Committee, committee acts shall not be effective or binding unless ratified by the Board.

3. Each committee shall maintain a record of its proceedings, in accordance with the *Texas Open Meetings Act*.

C. Executive Committee

1. The Executive Committee shall be composed of all officers elected by the Board of Trustees.

2. The Chairperson shall preside at Executive Committee Meetings and shall call meetings as deemed necessary, in accordance with the T*exas Open Meetings Act*.

3. During the intervals between meetings of the Board, the Executive Committee shall possess and exercise the powers of the Board in the management and direction of the affairs of the Center, subject to Board Policies.

4. All activities of the Executive Committee shall be reported at the next meeting of the Board of Trustees.

ARTICLE VI – OPERATIONS

A. Chief Executive Officer

1. The Board shall employ a Chief Executive Officer (CEO) who shall serve as the chief administrator of the Center.

2. The CEO shall perform the duties delegated by the Board of Trustees including, but not limited to, those functions set out in his/her employment contract, job description and Board Policies.

ARTICLE VII. – PROCEDURE

A. Ethical Standards

1. Conflicts of Interest

   a. Board of Trustee members must attempt to avoid any conflicts of interests. Basic principles for avoiding any conflicts of interest include, but are not limited to, the following:

      1. Trustees may serve on other Boards separate and apart from Tropical Texas Behavioral Health. Such service is not considered a conflict of interest, per se. While serving on any other Boards, Trustees should abstain from voting on any matter which directly or indirectly relates to contracts or reimbursement to or from the Center or any matter which relates to interrelated issues of the two boards. Such abstentions should be duly noted in the Board Minutes.

      2. A Trustee shall abstain from a Board decision to contract with any entity having on its Board a person related in the first degree by consanguinity (blood) or affinity (marriage) to a member of the Board of Trustees of the Center.

      3. A Trustee shall not act as surety for a business entity that has work, business, or a contract with the Center, pursuant to section 171.003 of the Texas Local Government Code.

      4. A Trustee shall not act as surety on an official bond required of an officer of the Center, pursuant to section 171.003 of the Texas Local Government Code.

5. A Trustee shall not rely on official information to acquire or assist another person in acquiring any financial interest in any transaction that may be affected by the information (Section 39.03 Texas Penal Code).

6. A Trustee shall not speculate or assist another person in speculating on the basis of official information.

2. Nepotism

a. No member of the Board of Trustees shall appoint, vote for, or confirm the appointment of any person related to himself or herself, or to any other member of the Board, by affinity (marriage) within the second degree or by consanguinity (blood) within the third degree, to any office or position of employment with the Center paid for directly or indirectly from public funds (Section 534.0065 Health and Safety Code), or in accordance with the common law of the State of Texas.

b. An employee of the Center who is related to a member of the Board of Trustees in a prohibited manner as described above may continue to be employed if he or she was employed by the Center at least 30 days prior to the appointment of the member of Board. If the individual has been employed by the Center for less than 30 days after his or her relative is appointed to the Board, either the employee or the member of the Board of Trustees must resign.

c. When a relative of a member of the Board of Trustees is allowed to continue employment within the provisions outlined above, the related member of the Board must not participate in deliberating or voting on any issues specific to that employee unless such issues affect an entire class or category of employees.

B. Code of Ethics Affidavit

Each member of the Board of Trustees shall execute, on or before their first meeting, a Code of Ethics Affidavit in accordance with the Board Policies .

C. Policies

1. With the advice and assistance of Center Staff, the Board of Trustees shall develop and adopt “Board Policies” to govern the functions of the Board of Trustees.

2. The Board Policies shall be promulgated, amended and repealed by a majority vote of the Board.

3. The Board of Trustee Bylaws shall control in the event of any conflict with the Board Policies or other Center operation policies and procedures.

D. Indemnification

The Center shall indemnify, to the full extent permitted by law, any present or former member or members of the Board of Trustees and any Executive Staff (including, but not limited to, the Chief Executive Officer and the Chief Financial Officer), any and all reasonable costs, expenses, attorneys fees, and/or judgments incurred in connection with any act or omission of the individual which was in any way related to the individual's office, employment or contractual performance for the Center, regardless of whether the act or omission was performed for compensation, if the act or omission of the individual was made in good faith and with the belief that it was lawful.

E. Promulgation, Amendment and Repeal

1. The Board of Trustees shall, from time to time, review and amend these Bylaws, as necessary.

2. The CEO and Center Staff shall, from time to time, review the Board Bylaws and the CEO shall suggest such amendments as s/he deems appropriate.

3. Any changes in Bylaws must first be proposed in written form and presented at a regular or called meeting of the Board of Trustees.

4. Such proposed changes cannot be approved by the Board of Trustees until at least twenty-six (26) days after the first written presentation of the changes to the Board.

5. Any changes to the Bylaws shall be adopted only by an affirmative vote of not less than five (5) members of the Board of Trustees.

F. Dissolution

Upon dissolution of the Center, the Center shall satisfy its debts and bond obligations, if any, in such manner as to protect the interests of the citizens in the Appointing Authorities respective areas, including the citizens' collective property rights in the assets and property of the Center. After such satisfaction, any and all assets, of both real and personal nature, shall revert back to the Appointing Authorities for exclusive public use or other charitable purposes.

I. Adoption

The Board of Trustees, having revised and approved these Bylaws, in accordance with previously existing Bylaws, do hereby adopt by Resolution and agree to abide by the principles in this document, on this the 12th of May, 2011.

AI -48701 **County Judge's Office** **6. F.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Robert Villarreal, COUNTY JUDGE **Submitted By:** Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of the creation of the Hidalgo County Literacy Program, as authorized under Section 381.004(b)(6) of the Texas Local Government Code.

BACKGROUND

Fiscal Impact

Attachments

Legal approval
Hidalgo County Literacy Program

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/27/2015 03:02 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Michael Leo		Started On: 02/27/2015 02:21 PM
Final Approval Date: 02/27/2015		

Zimbra **michael.leo@co.hidalgo.tx.us**

"Literacy Program"

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Mon, Mar 02, 2015 10:29 AM

Subject : "Literacy Program"

To : 'Michael Leo' <michael.leo@co.hidalgo.tx.us>

Cc : 'Sergio Cruz' <sergio.cruz@co.hidalgo.tx.us>, 'Roberto Villarreal' <roberto.villarreal@co.hidalgo.tx.us>, 'Jaime Longoria' <jaime.longoria@co.hidalgo.tx.us>

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

Mr. Leo,

As per your request, our office has reviewed the relevant statutes, Attorney General Guidelines, and well as Attorney General Opinions, with regards to the proposed development of a County Literacy Program, and at this time approve as to form.

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

****
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****

“Hidalgo County Literacy Program”

Edinburg, Texas
March, 2015

DRAFT

Hidalgo County Literacy Program

WHEREAS, Hidalgo County (the "County") is authorized pursuant to Section §381.004 (b) of the Texas Local Government Code, to develop and administer state and local economic development programs for the purpose of stimulating business and commercial activity in the County; and

WHEREAS, pursuant to Section §381.004(b)(6), the County determines and declares that the development of the Program shall establish comprehensive literacy programs for the benefit of county residents, focusing on skills development training for demand occupations with an emphasis on serving residents with barriers to employment in an effort to help them achieve long-term self sufficiency, and;

WHEREAS, pursuant to Section 381.004, the County is authorized to spend public funds and provide personnel and services of the county to develop such programs, and to contract with another entity for the administration of such an economic development program; and

WHEREAS, the County has determined that such programs would improve the growth, sustainability and diversity of the local economy, and thereby contribute to the long-term prosperity of the County and its citizens;

NOW, THEREFORE, the County does hereby covenant and agree as follows:

1. The County now desires to create a "Hidalgo County Literacy Program", herein after referred to as (the "Program"), under the authority of the Texas Local Government Code §381.004(b)(6), for the purpose of stimulating business and commercial activity in the County.
2. The Program shall be administered through the Office of Hidalgo County Judge, Economic Development Department.
3. The Hidalgo County Literacy Program shall be focused on assisting economically disadvantaged, underemployed & unemployed residents gain employment through skills development training for demand occupations. The result will be employment in jobs that pay a high wage with benefits and upward mobility.
4. The County may contract with other entities for assisting in the administration of the Program and/or specific Program initiatives, and may provided partial funding, leverage existing services and personnel, or other resources for the development and administration of the Program.

Approved this _____ day of _____, 2015.

RAMON GARCIA
County Judge

DRAFT

A.C. CUELLAR JR.
County Commissioner, Pct. 1

EDUARDO CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO
Hidalgo County Clerk

DRAFT

AI -48708 **County Judge's Office** **6. G.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Jaime Longoria, COUNTY JUDGE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

Discussion regarding communication from Texas Department of Housing & Community Affairs in reference to grant funding for Community Service Agency (CSA)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/27/2015 04:15 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Monica Badillo Started On: 02/27/2015 04:09 PM

Final Approval Date: 02/27/2015

AI -48709 **County Judge's Office** **6. H.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and action authorizing the County Judge to submit a notice of intent to Texas Historical Commission and/or applicable office/agency to demolish the existing 1954 Hidalgo County Courthouse after the completion of a new Hidalgo County Courthouse.

BACKGROUND

The notice would be sent to the Texas Historical Commission and/or any relevant agency or office deemed necessary.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/27/2015 04:33 PM
Glinda Pacheco	Glinda Pacheco	02/27/2015 04:54 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Michael Leo		Started On: 02/27/2015 04:09 PM
Final Approval Date: 02/27/2015		

AI -48688 **District Courts** **7. A.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

370th District Court:
Resolution in support of legislation for funding of a new Hidalgo County Courthouse

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/27/2015 01:44 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Monica Badillo Started On: 02/27/2015 11:26 AM

Final Approval Date: 02/27/2015

RESOLUTION IN SUPPORT OF LEGISLATION TO AUTHORIZE THE ASSESSMENT OF A FEE TO HELP FUND A NEW HIDALGO COUNTY COURTHOUSE

WHEREAS, the Hidalgo County Courthouse was originally constructed in 1954 to accommodate five courts serving a small rural community. Since then, the County has grown to become the eighth largest in the state of 254 counties with a population nearing 900,000 residents, and;

WHEREAS, today the County has 24 judicial courts and the existing building has serious health and safety issues and can no longer adequately support the needs of the county, and;

WHEREAS, the residents of Hidalgo County need a courthouse that serves the community and provides a safe and secure environment for judicial and county business, and;

WHEREAS, a new courthouse will not only accommodate the County's needs, but will also serve as one of three economic drivers, along with the City of Edinburg and UT-RGV, and;

WHEREAS, being fiscally responsible is a priority and a cornerstone of good county government, and;

WHEREAS, Commissioners Court is seeking ways to provide for the County's needs without increasing taxes, such as assessing a fee on business conducted at the courthouse, and;

WHEREAS, the Hidalgo County judiciary conduct business on a daily basis and have first-hand knowledge of the need for a new courthouse building. The Hidalgo County judiciary strongly supports the construction of a new courthouse and this resolution so long as taxes are not raised, and;

WHEREAS, legislation is required to allow Hidalgo County to assess a user fee.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby supports legislation amending statutes to authorize Hidalgo County to assess filing fees on certain court cases to help fund the construction of a new Hidalgo County Courthouse.

Dated this 3rd, day of March 2015.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI -48563 **Executive Office** **8. C.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request by City of Edinburg to utilize the Courthouse Parking Lot Square area for the "All Valley Trash Bash 2015" event to be held on Saturday, April 11, 2015

BACKGROUND

Fiscal Impact

Attachments

request and insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2015 10:16 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Monica Badillo Started On: 02/18/2015 05:23 PM

Final Approval Date: 02/27/2015

THE CITY OF
EDINBURG

February 12, 2015

RECEIVED
FEB 17 2015
COUNTY JUDGE

The Honorable Ramon Garcia
Hidalgo County Judge
County Judge's Office
302 W. University Drive
Edinburg, TX 78539

REF: All Valley Trash Bash 2015

Dear Judge Garcia:

The City of Edinburg in conjunction with Valley Proud Environmental Council is promoting the Keep America Beautiful Annual Great Clean-Up through the annual All Valley Trash Bash on Saturday, April 11. We are respectfully requesting your permission from Hidalgo County for the use of the Edinburg Town Square area for this event. Attached you will find the Certificate of Coverage from our insurance carrier.

The All Valley Trash Bash Event combines volunteer teams from the City of Edinburg to clean city streets, parks and alleys in our community. This event is also a celebration which focuses the entire state's attention on litter reduction, recycling and solid waste management. It also provides us this opportunity to raise public awareness on the reduction of littering and preventing further littering.

The City of Edinburg Department of Solid Waste Management has participated in this program since inception in 1994. Previous participation from our community shows approximately 750 volunteers collecting over 1,500 bags of roadside litter. This year our goal is to heighten the visibility of the event and make it the biggest and best yet. Your attention to this matter is greatly appreciated and we look forward to hearing back from you. Should you have any questions, or require additional information, feel free to contact me 381-5635.

Respectfully,

Ramiro L. Gomez Jr., Director
Solid Waste Management
City of Edinburg

Attachment: Certificate of Coverage

Certificate of Coverage

TML INTERGOVERNMENTAL RISK POOL

TML-IRP Contract Number:	9460

Member:

Edinburg
Ms. Christina Flores
HR Director
PO Box 1079
Edinburg,Texas 78540-1079

Company Affording Coverage:
Texas Municipal League Intergovernmental Risk Pool
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:

County of Hidalgo
Administration Building
100 East Cano (2nd Floor)
Edinburg, Texas 78539

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) described herein is subject only to the terms, exclusions and additions of TML-IRP's coverage contracts between TML-IRP and its member(s). Coverage is continuous until canceled.

General Liability	Effective Date:	10/1/2014
	Anniversary Date:	10/1/2015
Limits of Liability (Each Occurrence):		$2,000,000
Sudden Events Involving Pollution (Each Occurrence):		$2,000,000
Annual Aggregate:		$4,000,000
Deductible per Occurrence:		$5,000
Law Enforcement Liability	Effective Date:	
	Anniversary Date:	
Limits of Liability (Each Occurrence):		
Annual Aggregate:		
Deductible per Occurrence:		
Errors and Omissions Liability	Effective Date:	
	Anniversary Date:	
Limits of Liability(Each Wrongful Act):		
Annual Aggregate:		
Deductible per Occurrence:		
Auto Liability	Effective Date:	
	Anniversary Date:	
Limits of Liability (Each Occurrence):		
Deductible per Occurrence:		
Auto Physical Damage	Effective Date:	
	Anniversary Date:	
Limits of Liability:		
Collision Deductible:		
Comprehensive Deductible:		

	Yes	No
Loss Payee:		

Real & Personal Property	Effective Date:
	Anniversary Date:
Limits of Coverage:	
Deductible per Occurrence:	
Mobile Equipment	Effective Date:
	Anniversary Date:
Limits of Coverage:	
Deductible per Occurrence:	
Boiler & Machinery - Broad Form	Effective Date:
	Anniversary Date:
Per Accident Limit:	
Deductible per Occurrence:	

	Yes	No
Mortgagee		
Loss Payee		
Loan Number:		

Year/Make/Model	VIN	Value
Loan Number:		

DESCRIPTION:
Confirmation of coverage for the City of Edinburg's use of the Downtown Square parking lot during the 2015 Annual Trash Bash. General Liability Coverage is primary.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TML-IRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TML-IRP.

Authorized Representative Linda Stanko **Date Issued** 2/5/2015

X102
10/15/08

AI -48605 **Executive Office** **8. D.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Environmental Compliance:
Discussion and approval of Revised Proposed Agreed Order - Hidalgo County (Pct.1); RN107448920 Docket No. 2014-1094-MSW-E; Enforcement Case No. 49031 with authority for County Judge to sign document

BACKGROUND

Once Agreed Order is approved by TCEQ, payment will be issued to Texas Association of RC&D Areas, Inc. - Supplemental Environmental Project -(SEP)

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-432-00-121-001-0-890

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

BUDGETARY IMPACT:

Pct. 1 acct.
Funds available as of 2/27/15.

Attachments

order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2015 04:36 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Monica Badillo		Started On: 02/20/2015 04:08 PM
Final Approval Date: 02/27/2015		

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

February 19, 2015

The Honorable A.C. Cuellar, Jr., Commissioner Precint 1
Hidalgo County
1902 Joe Stephens Avenue, Suite No. 101
Weslaco, Texas 78599

Re: Revised Proposed Agreed Order
Hidalgo County; RN107448920
Docket No. 2014-1094-MSW-E; Enforcement Case No. 49031
FOR SETTLEMENT PURPOSES ONLY

Dear Commissioner Cuellar:

In the cover letter for the proposed agreed order mailed out to Hidalgo County on September 16, 2014, Hidalgo County was given an opportunity to propose a Supplemental Environmental Project ("SEP") to offset a portion of the assessed penalty. Your proposal for a SEP has been reviewed and has been incorporated in the enclosed revised proposed agreed order. Please note that agreed orders are subject to final approval by the Commission and the SEP must not be implemented until the Commission has approved the agreed order.

If you agree with the order as proposed, please sign and return this order with an original signature to:

Financial Administration Division, Revenue Operations Section
Attention: Cashier's Office, MC 214
Texas Commission on Environmental Quality
P.O. Box 13088
Austin, Texas 78711-3088

You will be notified when your order has been approved. Enclosed for your convenience is a return envelope. **If the signed order is not mailed and postmarked by March 3, 2015**, we will assume that you have elected to participate in the more extended enforcement process described in previous correspondence, and we will proceed accordingly. Your case will be forwarded to the Litigation Division and this settlement offer, including the penalty deferral and possibly the SEP, will no longer be available.

If you have any questions regarding these matters, please contact Ms. Margarita Dennis of my staff at (817) 588-5892.

Sincerely,

Margarita Dennis for

Mark Oliver, Manager
Enforcement Division
Texas Commission on Environmental Quality

MO/md

Enclosures: Revised Proposed Agreed Order, Return Envelope

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

IN THE MATTER OF AN ENFORCEMENT ACTION CONCERNING HIDALGO COUNTY RN107448920	§ § § § §	**BEFORE THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

AGREED ORDER
DOCKET NO. 2014-1094-MSW-E

I. JURISDICTION AND STIPULATIONS

On _____, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding Hidalgo County ("Respondent") under the authority of TEX. HEALTH & SAFETY CODE ch. 361 and TEX. WATER CODE ch. 7. The Executive Director of the TCEQ, through the Enforcement Division, and the Respondent together stipulate that:

1. The Respondent owns and operates an unauthorized citizens' collection station located approximately 0.25 miles north of the intersection of Mile 1.5 West and Mile 11 in Weslaco, Hidalgo County, Texas (the "Facility").

2. The Facility involves or involved the management of municipal solid waste ("MSW") as defined in TEX. HEALTH & SAFETY CODE ch. 361.

3. The Executive Director and the Respondent agree that the Commission has jurisdiction to enter this Agreed Order, and that the Respondent is subject to the Commission's jurisdiction.

4. The Respondent received notice of the violations alleged in Section II ("Allegations") on or about July 13, 2014.

5. The occurrence of any violation is in dispute and the entry of this Agreed Order shall not constitute an admission by the Respondent of any violation alleged in Section II ("Allegations"), nor of any statute or rule.

6. An administrative penalty in the amount of Seventeen Thousand Eight Hundred Thirteen Dollars ($17,813) is assessed by the Commission in settlement of the violations alleged in Section II ("Allegations"). Three Thousand Five Hundred Sixty-Two Dollars

($3,562) is deferred contingent upon the Respondent's timely and satisfactory compliance with all the terms of this Agreed Order. The deferred amount will be waived upon full compliance with the terms of this Agreed Order. If the Respondent fails to timely and satisfactorily comply with all requirements of this Agreed Order, the Executive Director may require the Respondent to pay all or part of the deferred penalty. Specifically, Fourteen Thousand Two Hundred Fifty-One Dollars ($14,251) shall be conditionally offset by the Respondent's completion of a Supplemental Environmental Project ("SEP").

7. Any notice and procedures, which might otherwise be authorized or required in this action, are waived in the interest of a more timely resolution of the matter.

8. The Executive Director and the Respondent agree on a settlement of the matters alleged in this enforcement action, subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a).

9. The Executive Director recognizes that the used or scrap tires were removed from the Facility by September 30, 2013.

10. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the Respondent has not complied with one or more of the terms or conditions in this Agreed Order.

11. This Agreed Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Agreed Order, whichever is later.

12. The provisions of this Agreed Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Agreed Order unenforceable, the remaining provisions shall be valid and enforceable.

II. ALLEGATIONS

As owner and operator of the Facility, the Respondent is alleged to have:

1. Failed to obtain a scrap tire storage site registration for the Facility prior to storing more than 500 used or scrap tires on the ground or 2,000 used or scrap tires in enclosed and lockable containers, in violation of 30 TEX. ADMIN. CODE § 328.60(a), as documented during an investigation conducted on September 20, 2013. Specifically, approximately 2,260 used or scrap tires were on the ground at the Facility.

2. Failed to prevent the unauthorized disposal of MSW at the Facility, in violation of 30 TEX. ADMIN. CODE §§ 330.11(e) and 330.15(c), as documented during an investigation conducted on September 20, 2013. Specifically, the Respondent stored, processed, and disposed of approximately 4,713 cubic yards of household waste, shingles, petroleum based material, and tar-like material without obtaining a permit or other authorization from the TCEQ or providing notification to the Executive Director of the intent to operate a citizens' collection station.

III. DENIALS

The Respondent generally denies each allegation in Section II ("Allegations").

IV. ORDERING PROVISIONS

1. It is, therefore, ordered by the TCEQ that the Respondent pay an administrative penalty as set forth in Section I, Paragraph 6 above. The payment of this administrative penalty and the Respondent's compliance with all the terms and conditions set forth in this Agreed Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations which are not raised here. Administrative penalty payments shall be made payable to "TCEQ" and shall be sent with the notation "Re: Hidalgo County, Docket No. 2014-1094-MSW-E" to:

   Financial Administration Division, Revenue Operations Section
   Attention: Cashier's Office, MC 214
   Texas Commission on Environmental Quality
   P.O. Box 13088
   Austin, Texas 78711-3088

2. The Respondent shall implement and complete a SEP in accordance with TEX. WATER CODE § 7.067. As set forth in Section I, Paragraph 6 Jurisdiction and Stipulations section that describes the penalty and SEP above, Fourteen Thousand Two Hundred Fifty-One Dollars ($14,251) of the assessed administrative penalty shall be offset with the condition that the SEP defined in Attachment A, incorporated herein by reference, is implemented by the Respondent. The Respondent's obligation to pay the conditionally offset portion of the administratively penalty assessed shall be discharged upon final completion of all provisions of the SEP agreement.

3. It is further ordered that the Respondent shall undertake the following technical requirements:

   a. Immediately after the effective date of this Agreed Order, cease disposing of any additional waste at the Facility.

   b. Within 30 days after the effective date of this Agreed Order, submit a Notice of Intent to operate a citizens' collection station to:

      Municipal Solid Waste Permits Section, MC 124
      Texas Commission on Environmental Quality
      P.O. Box 13087
      Austin, Texas 78711-3087

      Respond completely and adequately, as determined by TCEQ, to any requests for additional information concerning the Notice of Intent and address any deficiencies identified by the Municipal Solid Waste Permits Section within 30 days of such request or by any deadline specified in writing; or

c. Within 90 days after the effective date of this Agreed Order, remove all of the waste at the Facility and dispose of it at an authorized facility.

d. Within 105 days after the effective date of this Agreed Order, submit written certification as described below, and include detailed supporting documentation including photographs, receipts, and/or other records to demonstrate compliance with Ordering Provision Nos. 3.a and 3.b., or 3.a. and 3.c. The certification shall be notarized by a State of Texas Notary Public and include the following certification language:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

The certification shall be submitted to:

Order Compliance Team
Enforcement Division, MC 149A
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

with a copy to:

Waste Section Manager
Harlingen Regional Office
Texas Commission on Environmental Quality
1804 West Jefferson Avenue
Harlingen, Texas 78550-5247

4. The provisions of this Agreed Order shall apply to and be binding upon the Respondent. The Respondent is ordered to give notice of the Agreed Order to personnel who maintain day-to-day control over the Site operations referenced in this Agreed Order.

5. If the Respondent fails to comply with any of the Ordering Provisions in this Agreed Order within the prescribed schedules, and that failure is caused solely by an act of God, war, strike, riot, or other catastrophe, the Respondent's failure to comply is not a violation of this Agreed Order. The Respondent shall have the burden of establishing to the Executive Director's satisfaction that such an event has occurred. The Respondent shall notify the Executive Director within seven days after the Respondent becomes aware of a delaying event and shall take all reasonable measures to mitigate and minimize any delay.

6. The Executive Director may grant an extension of any deadline in this Agreed Order or in any plan, report, or other document submitted pursuant to this Agreed Order, upon a written and substantiated showing of good cause. All requests for extensions by the

Respondent shall be made in writing to the Executive Director. Extensions are not effective until the Respondent receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director.

7. This Agreed Order, issued by the Commission, shall not be admissible against the Respondent in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Agreed Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.

8. This Agreed Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Agreed Order may be copied, scanned, digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this Agreed Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively, the terms "electronic transmission", "owner", "person", "writing", and "written" shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.

9. Under 30 TEX. ADMIN. CODE § 70.10(b), the effective date is the date of hand-delivery of the Order to the Respondent, or three days after the date on which the Commission mails notice of the Order to the Respondent, whichever is earlier.

SIGNATURE PAGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

_____
For the Commission

_____ _____
For the Executive Director Date

I, the undersigned, have read and understand the attached Agreed Order. I am authorized to agree to the attached Agreed Order on behalf of the entity indicated below my signature, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications submitted;
- Referral of this case to the Attorney General's Office for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the Attorney General's Office of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.

_____ _____
Signature Date

_____ _____
Name (Printed or typed) Title
Authorized Representative of
Hidalgo County

Instructions: Send the original, signed Agreed Order with penalty payment to the Financial Administration Division, Revenue Operations Section at the address in Section IV, Paragraph 1 of this Agreed Order.

Attachment A

Docket Number: 2014-1094-MSW-E

SUPPLEMENTAL ENVIRONMENTAL PROJECT

Respondent:	**Hidalgo County**
Penalty Amount:	**Fourteen Thousand Two Hundred Fifty-One Dollars ($14,251)**
SEP Offset Amount:	**Fourteen Thousand Two Hundred Fifty-One Dollars ($14,251)**
Type of SEP:	**Contribution to a Third-Party Pre-Approved SEP**
Third-Party Administrator:	**Texas Association of Resource Conservation and Development Areas, Inc.**
Project Name:	***Tire Collection Events and Cleanup of Abandoned Tire Sites***
Location of SEP:	**Hidalgo County - Rio Grande River Basin, Gulf Coast Aquifer**

The Texas Commission on Environmental Quality ("TCEQ") agrees to offset the administrative penalty amount assessed in this Agreed Order for the Respondent to contribute to a Supplemental Environmental Project ("SEP"). The offset is equal to the SEP Offset Amount set forth above and is conditioned upon completion of the project in accordance with the terms of this Attachment A.

1. Project Description

a. Project

The Respondent shall contribute the SEP Offset Amount to the Third-Party Administrator named above. The contribution will be to the **Texas Association of Resource Conservation and Development Areas, Inc. ("RC&D")** for the *Tire Collection Events and Cleanup of Abandoned Tire Sites* project. The contribution will be used in accordance with the SEP Agreement between the Third-Party Administrator and the TCEQ (the "Project"). Specifically, the SEP Offset Amount will be used to coordinate with local city and county government officials and private entities ("Partner Entities") to conduct tire collection events where residents will be able to drop off tires for proper disposal or recycling ("Collection Events"), or to clean sites where tires have been disposed of illegally ("Site Cleanups").

Texas RC&D shall ensure that collected tires, debris, and waste are properly transported to and disposed at an authorized disposal site, and if a licensed hauler is needed for tires or other regulated waste collected from sites, Texas RC&D shall ensure that only properly licensed haulers are used for transport and disposal of tires and regulated wastes. The SEP will be performed in accordance with all federal, state, and local environmental laws and regulations.

All dollars contributed will be used solely for the direct cost of the Project, including but not limited to supplies, materials, and equipment. Any portion of this contribution that is not able to be spent on the specifically identified SEP may, at the discretion of the Executive Director ("ED"), be applied to another pre-approved SEP.

The Respondent's signature affixed to this Agreed Order certifies that it has no prior commitment to make this contribution and that it is being contributed solely in an effort to settle this enforcement action. The Respondent shall not profit in any manner from this SEP.

b. Environmental Benefit

This SEP will provide an environmental benefit by providing communities with a free and convenient means for safe and proper disposal of tires and by reducing the dangers and health threats associated with illegally dumped tires.

The health risks associated with illegal dumping are significant. Areas used for illegal tire dumping may be easily accessible to people, especially children, who are vulnerable to the physical hazards posed by abandoned tires. Rodents, insects, and other vermin attracted to dump sites may also pose health risks. Tire dump sites which contain scrap tires pose an ideal breeding ground for mosquitoes, which can breed 100 times faster in the warm, stagnant water standing in scrap tire casings. Severe illnesses, including West Nile Virus, have been attributed to disease-carrying mosquitoes. The potential for tire fires is also reduced by removing illegally dumped tires. Tire fires can result in the contamination of air, surface water, ground water, and soil. In addition, neighborhoods have been evacuated and property damage has been significant due to tire dump sites that caught fire. Illegal tire dumping can also impact drainage of runoff, making areas more susceptible to flooding when wastes block waterways. Open burning at tire dump sites can cause forest fires and erosion as fires burn away trees and undergrowth. Tire dumping has a negative impact on trees and wildlife, and runoff from tire dumpsites may contain chemicals that can contaminate wells and surface water used for drinking.

c. Minimum Expenditure

The Respondent shall contribute at least the SEP Offset Amount to the Third-Party Administrator and comply with all other provisions of this SEP.

2. Performance Schedule

Within 30 days after the effective date of this Agreed Order, the Respondent must contribute the SEP Offset Amount to the Third-Party Administrator. The Respondent shall make the check payable to **Texas Association of RC&D SEP** and shall mail the contribution with a copy of the Agreed Order to:

Texas Association of RC&D Areas, Inc.
Attn.: Jerry Pearce, Executive Director
P.O. Box 2533
Victoria, Texas 77902

3. Records and Reporting

Concurrent with the payment of the SEP Offset Amount, the Respondent shall provide the Enforcement SEP Coordinator with a copy of the check and transmittal letter indicating full payment of the SEP Offset Amount to the Third-Party Administrator. The Respondent shall mail a copy of the check and transmittal letter to:

Texas Commission on Environmental Quality
Enforcement Division
Attention: SEP Coordinator, MC 219
P.O. Box 13087
Austin, Texas 78711-3087

4. Failure to Fully Perform

If the Respondent does not perform its obligations under this Attachment A, including full expenditure of the SEP Offset Amount, as described in Sections 2 and 3 above, the ED may require immediate payment of all or part of the SEP Offset Amount.

In the event the ED determines that the Respondent failed to fully implement and complete the Project, the Respondent shall remit payment for all or a portion of the SEP Offset Amount, as determined by the ED, and as set forth in the attached Agreed Order. After receiving notice of failure to complete the SEP, the Respondent shall include the docket number of the attached Agreed Order and a note that the enclosed payment is for the reimbursement of a SEP. The Respondent shall make the check payable to "Texas Commission on Environmental Quality" and shall mail it to:

Texas Commission on Environmental Quality
Litigation Division
Attention: SEP Coordinator, MC 175
P.O. Box 13087
Austin, Texas 78711-3087

5. Publicity

Any public statements concerning this SEP and/or project, made by or on behalf of the Respondent must include a clear statement that **the project was performed as part of the settlement of an enforcement action brought by the TCEQ**. Such statements include advertising, public relations, and press releases.

6. Recognition

The Respondent may not seek recognition for this contribution in any other state or federal regulatory program.

7. Other SEPs by TCEQ or Other Agencies

The SEP Offset Amount identified in this Attachment A and in the attached Agreed Order has not been, and shall not be, included as a SEP for the Respondent under any other Agreed Order negotiated with the TCEQ or any other agency of the state or federal government.

AI -48586 **Executive Office** **8. E.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Stonewood Insurance Company in the amount of $1,679.54 to settle auto claim with County vehicle. (Precinct 3)

BACKGROUND

DOI: 10/08/14 5-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Stonewood Insurance Company Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2015 10:20 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Aida Alvarez		Started On: 02/20/2015 08:46 AM
Final Approval Date: 02/27/2015		

Incid. / Claim #: STW0028 / 1234-P2-C1
Policy Number:
Date of Loss: 10/8/2014
Received Date: 11/20/2014

Insured Name: Stonewood Insurance

IMS Bill: B54, (Trans #118)

Party SSN:
Party: Hidalgo County
9805 N 10th ST

Mcallen, TX 78504

Payee: County of Hildago
County of Hildago Executive Office
2818 S Business Hwy 281, Admin Bldg
Edinburg, TX 78539

Check No.: 1045
Date: 2/11/2015
Amount: $1,679.54
Comment: full and final payment

Stonewood Insurance Company
NTA, Inc
8502 E Princess DR. Ste 240
Scottsdale, AZ 85255
480-659-5306
newclaim@ntai.org

Check Date	Check Number
2/11/2015	**1045**

PAY One Thousand Six Hundred Seventy Nine Dollars and Fifty Four Cents

$1,679.54

TO THE ORDER OF

County of Hildago
County of Hildago Executive Office
2818 S Business Hwy 281, Admin Bldg
Edinburg, TX 78539

Memo full and final payment

Authorized Signatures

Security features. Details on back.

BB0181/05-08

⑈001045⑈ ⑆041207040⑆ 350993202729⑈

Incid. / Claim #: STW0028 / 1234-P2-C1
Policy Number:
Date of Loss: 10/8/2014
Received Date: 11/20/2014

Insured Name: Stonewood Insurance

IMS Bill: B54, (Trans #118)

Party SSN:
Party: Hidalgo County
9805 N 10th ST

Mcallen, TX 78504

Payee: County of Hildago
County of Hildago Executive Office
2818 S Business Hwy 281, Admin Bldg
Edinburg, TX 78539

Check No.: 1045
Date: 2/11/2015
Amount: $1,679.54
Comment: full and final payment

COUNTY OF HIDALGO

DATE: 12/03/14

PO TYPE:

VENDOR: 370045 REQ: 00267640

PHONE: (956)458-7545

EMAIL:

PENA'S SPRAY ON BEDLINERS
6912 LOMA LINDA ST.
MISSION TX 78572

SHIP TO: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

CONTACT:

SITE: COMMISSIONER, PRECINCT 3

CONTRACT NO: N/A

SPECIAL INSTRUCTIONS: REQ# 386

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		
		****APPROVED BY SAUL RAMIREZ***		
1.00	EACH	OM (ITEM# LABOR) REPAIR ON FENDER LEFT SIDE PETERBILT WHITE PAINT AND LABOR NO LIGHT INCLUDED	480.00	480.00
			TOTAL:	480.00
		UNIT# 161 2008 PETERBILT DUMP TRUCK VIN# 2NPRLN9X08M767432 L/P# RRP0R75ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		4-1200-431-00-123-005-0-432	480.00	

Authorized by: Martha L Salazar

Purchase Order
COUNTY OF HIDALGO

PO# 718062

DATE: 12/03/14

PAGE NO: 1 OF 1

PO TYPE:

VENDOR: 269123 REQ: 00267639

PHONE: (956)782-4511

Fax: (956)782-8822 EMAIL:

RUSH TRUCK CENTER-PHARR
4700 N. CAGE
PHARR TX 78577

SHIP TO: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

CONTACT:

SITE: COMMISSIONER, PRECINCT 3

CONTRACT NO: N/A

SPECIAL INSTRUCTIONS: RPO# 385

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		
		****APPROVED BY SAUL RAMIREZ****		
1.00	EACH	EX (ITEM# 16-09190L:PB) HEADLAMP ASSY W/O HARNESS	517.21	517.21
1.00	EACH	EX (ITEM# L29-6026:PB) CROWN -335	582.33	582.33
1.00	EACH	EX (ITEM# FRT) FREIGHT	100.00	100.00
			TOTAL:	1,199.54

UNIT# 161 2008 PETERBILT DUMP TRUCK VIN# 2NPRLN9X08M767432 L/PM
REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

****
For Hidalgo County use only

4-1200-431-00-123-005-0-672 1,199.54

Authorized by: Martha L. Salazar

AI -48710 **Executive Office** **8. F.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval of payment of attorney vouchers (not submitted within 3 months of disposition as per Local Rules of Administration adopted under TLGC 74.093) from attorney Aurelio Garza in connection with legal representation of indigent defendants with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

Invoice Date	Disposition Date	Cause # / Court #	Amount
2/26/15	11/18/14	CR-14-8900-B / County Court #2	200.00
2/26/15	10/16/14	CR-12-10886-E / County Court #5	1,297.50
2/26/15	11/18/14	CR-14-10375-A / County Court #1	350.00
2/26/15	11/17/14	CR-14-7109-A / County Court #1	300.00
		TOTAL	2,147.50

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-30-115-016-0-333

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

BUDGETARY IMPACT:

Attachments

vouchers-3

voucher-CC2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/27/2015 04:48 PM
Glinda Pacheco	Glinda Pacheco	02/27/2015 05:02 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Monica Badillo		Started On: 02/27/2015 04:39 PM
Final Approval Date: 02/27/2015		

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Garcia III, Domingo

PID	1152957	APPOINTMENT DATE	1/16/2013
DEGREE	MA	DISPOSITION DATE	10/16/2014

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 5

CASE NUMBER: CR-12-10886-E

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$825.00	$472.50	$1,297.50
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ 1297.50 AC — TOTAL: $1,297.50

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
	PLEA	☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
1/16/2013	Appointed; arraignment; familiarized myself with file and discussed	1.2	0
	and counseled client on matter	0	0
3/7/2013	Status hearing; informed court of PTD status	0.5	0
4/4/2013	Met with client to prepare PTD application	0	0.8
5/7/2013	Status hearing; informed court of PTD status	0.5	0
6/19/2013	Met with client to continue preparing PTD application	0	0.5
7/10/2013	Status hearing; informed court of PTD status	0.5	0
8/15/2013	Status hearing; informed court of PTD status	0.5	0
8/15/2013	Met with client to continue preparing PTD application	0	0.5
9/26/2013	Status hearing; informed court of PTD status	0.5	0
9/27/2013	Met with client to continue preparing PTD application	0	0.5
10/7/2013	Met with client to continue preparing PTD application	0	0.5
	TOTAL HOURS	3.75	2.75

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
371432	(956)207-2701	24067618

MAILING ADDRESS: 5123 N. McColl Road, McAllen, Texas 78504

SECTION F — CERTIFICATION

I, Aurelio Garza

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

Aurelio Garza 10/28/14
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 26th DAY OF Feb, 2015
PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION D **FELONY CASES / MISDEMEANOR TRIAL WORK (CONTINUATION SHEET)**

DEFENDANT NAME	CASE NUMBER
Garcia III, Domingo	CR-12-10886-E

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
10/23/2013	Finalized and explained PTD application to client	0	0.5
10/28/2013	Status hearing; informed court of PTD status	0.5	0
12/16/2013	Status hearing; informed court of PTD status	0.5	0
2/24/2014	Met with client to amend PTD application	0	0.5
2/25/2014	Status hearing; informed court of PTD status	0.5	0
2/25/2014	Met with Evelia Hinojosa for PTD and submitted application along with waiver	0	0.8
	of speedy trial	0	0
4/11/2014	Contacted Evelia Hinojosa regarding status; approved	0	0.5
4/11/2014	Contacted client to inform of approval; requested additional time for fees	0	0.4
4/11/2014	Requested additional time for client to pay fees associated with PTD	0	0.2
4/24/2014	Status hearing; informed court of PTD status; requested additional time	0.5	0
6/4/2014	Status hearing; informed court client unable to pay into PTD program	0.5	0
6/10/2014	Status hearing; requested additional time from court for pre-trial motions	0.5	0
8/11/2014	Prepared and filed various pre-trial motions including motion to suppress	0	1.2
8/19/2014	Status hearing; requested MTS hearing	0.5	0
10/16/2014	Motion to suppress hearing; withdrew motion entered plea	1	0

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Garza, Jonathan Paul

PID	1306430	APPOINTMENT DATE	10/9/2014
DEGREE	MB	DISPOSITION DATE	11/18/2014

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-14-10375-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ 350.00 TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
11/18/2014	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	OTHER MISDEMEANOR CASE	Case # CR-14-2442-A	☑	$50.00
	OTHER MISDEMEANOR CASE	Case # CR-14-2443-A	☑	$50.00
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
371432	(956)207-2701	24067618

MAILING ADDRESS: 5123 N. McColl Road, McAllen, Texas 78504

SECTION F — CERTIFICATION

I, Aurelio Garza

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

Aurelio Garza
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 26 DAY OF February 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Castandeda, Mary A.

PID	1429609	APPOINTMENT DATE	5/2/2014
DEGREE	MB	DISPOSITION DATE	11/17/2014

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-14-7109-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPENSE ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ 300.00 — TOTAL: $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
11/17/2014	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
371432	(956)207-2701	24067618

MAILING ADDRESS: 5123 N. McColl Road, McAllen, Texas 78504

SECTION F — CERTIFICATION

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Aurelio Garza
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 26 DAY OF February 2015
PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A **CASE INFORMATION**

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)			
Lozano, Stephanie			
PID	1399837	APPOINTMENT DATE	10/8/2014
DEGREE	MA	DISPOSITION DATE	11/18/2014
☐ CASE IS ON-GOING	☐ APPEAL	☐ DEATH PENALTY CASE	DEATH PENALTY RATE
COURT NUMBER	COUNTY COURT 2		
CASE NUMBER	CR-14-8900-B		

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ TOTAL $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B **(MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY**

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
11/18/2014	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$200.00

SECTION C LIST RELATED CASE NO.S

SECTION D **FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS**

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E **ATTORNEY INFORMATION**

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
371432	(956)207-2701	24067618

MAILING ADDRESS

5123 N. McColl Road, McAllen, Texas 78504

SECTION F **CERTIFICATION**

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ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE _____ DAY OF _____, _____

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

AI -48571 **Constables** **9. A.**

CC - REGULAR

Meeting Date: 03/03/2015

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

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. #2 (1100):
Discussion, consideration and approval to appoint Jonathan Scaggs as Deputy Constable by Constable Martin Cantu, Constable Precinct 2 in accordance with Texas Local Government Code Section 86.011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-292-001-0-XXX

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

BUDGETARY IMPACT:

Monies budgeted within position 292-001 slot#0013.

Attachments

Texas GOverment Code Sec. 86.011

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2015 09:11 AM
Obdett Calzada	Obdett Calzada	02/26/2015 11:37 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Roxanne De La Cruz Started On: 02/19/2015 12:17 PM

Final Approval Date: 02/27/2015

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 -48705 **Human Resources** **10. A.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

DA Criminal (1100) / DA State Supplement (1281):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, approval, and consideration of the following personnel actions:

Action	Slot#	Program	Position Title	Proposed Budgeted Salary
Create	0111	080-002	Victim Assistance Coordinator	$50,000.00
Create	T017	080-010	Clerk I (Temporary)	$8,302.00

DA Criminal (1100) / DA Pretrial Intervention (1225):

Action	Slot#	Dept/ Program	Current Position Title	Current Salary	Proposed Position Title	Proposed Salary	Net Change
Reclassification	0029	080-002	Assistant District Atty III	$52,139.00	Assistant District Atty IV	$52,139.00	-0-
	0023	080-015		$15,401.00		$47,861.00	$32,460.00

DA Criminal / DA Bond Forfeiture (1100) :

Action	Slot#	Dept/ Program	Position Title	Current Salary	Proposed Salary	Net Change
Salary Adjustment	0048	080-002	Assistant District Atty III	$50,342.00	$65,342.00	$15,000.00
	0005	080-016		$11,758.00	$11,758.00	-0-

DA Criminal (1100) / DA Check Fraud (1222):

Action	Slot#	Dept/ Program	Position Title	Current Salary	Proposed Salary	Net Change

Salary Adjustment	0100	080-002	Criminal Investigator II	$50,000.00	$50,000.00	-0-
	0033	080-006		$3,000.00	$5,000.00	$2,000.00
Salary Adjustment	0107	080-002	Executive Assistant II	$28,094.00	$28,094.00	-0-
	0034	080-006		$21,906.00	$24,906.00	$3,000.00

3. Approval of appropriation of funds.
4. Approval to revise the salary schedules in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

Attachments

DA Appropriations
Fiscal Note
DA PAR forms

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	02/27/2015 04:06 PM
Auditor's Office	Veronica Ortiz	02/27/2015 04:09 PM
Obdett Calzada	Obdett Calzada	02/27/2015 04:12 PM
Human Resources	Diana Munoz	02/27/2015 05:28 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Human Resources	Diana Munoz	03/02/2015 01:16 PM
Form Started By: Diana Munoz		Started On: 02/27/2015 03:10 PM
Final Approval Date: 03/02/2015		

DATE: March 3, 2015

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 5-1225-412-00-080-015-0-XXX Pre-Trial Intervention Program

Contact Person: Rosalinda Cantu **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
5-1225-412-00-080-015-0-113	Regular F/T Employees	$49,112.18
5-1225-412-00-080-015-0-211	Health Insurance	$1,653.78
5-1225-412-00-080-015-0-212	Life Insurance	$10.48
5-1225-412-00-080-015-0-220	FICA	$3,647.46
5-1225-412-00-080-015-0-230	Retirement	$5,068.31
5-1225-412-00-080-015-0-250	Unemployment Compensation	$286.07
5-1225-412-00-080-015-0-260	Worker's Compensation	$52.44
	TOTAL BUDGET INCREASE (DECREASE)	**$59,830.72**

REASON: TO COVER COST OF SALARY AND RELATED FRINGE BENEFITS IN RELATION TO PERSONNEL CHANGES PREVIOUSLY APPROVED BY CC ON 01-20-15 (AI 48123) AND ON AGENDA CC 03-03-15.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: March 3, 2015

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 5-1222-412-00-080-006-0-XXX Check Fraud

Contact Person: Rosalinda Cantu **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
5-1222-412-00-080-006-0-113	Regular F/T Employees	$4,176.25
5-1222-412-00-080-006-0-220	FICA	$319.48
5-1222-412-00-080-006-0-230	Retirement	$443.93
5-1222-412-00-080-006-0-250	Unemployment Compensation	$25.06
5-1222-412-00-080-006-0-260	Worker's Compensation	$4.59
	TOTAL BUDGET INCREASE (DECREASE)	**$4,969.31**

REASON: TO COVER COST OF SALARY AND RELATED FRINGE BENEFITS IN RELATION TO PERSONNEL CHANGES TO BE PRESENTED FOR APPROVAL ON THE AGENDA CC 03-03-15.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, March 03, 2015 Agenda Item: 48705

Summary of request/proposal:
PRE-TRIAL (1225):
APPROVAL OF THE FOLLOWING RECLASSIFICATION:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1225	ADA III (TO) ADA IV	0023	113	15,401.00	47,861.00	32,460.00
				15,401.00	47,861.00	32,460.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1225-412-00-080-015-0-	113	DA PRE-TRIAL-	REGULAR FULL TIME	$27,112.18
5-1225-412-00-080-015-0-	211	DA PRE-TRIAL-	HEALTH INSURANCE	$0.00
5-1225-412-00-080-015-0-	212	DA PRE-TRIAL-	LIFE INSURANCE	$0.00
5-1225-412-00-080-015-0-	220	DA PRE-TRIAL-	FICA	$2,074.08
5-1225-412-00-080-015-0-	230	DA PRE-TRIAL-	RETIREMENT	$2,882.03
5-1225-412-00-080-015-0-	250	DA PRE-TRIAL-	UNEMPLOYMENT COMP	$162.67
5-1225-412-00-080-015-0-	260	DA PRE-TRIAL-	WORKER'S COMP	$29.82
			2015 Budgetary Impact	$32,260.78

2016 Budgetary Impact: $32,260.78

Possible Funding Sources: FUND 1225

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, March 03, 2015 Agenda Item: 48705

Summary of request/proposal:
DA CHECK FRAUD (1222):
APPROVAL OF THE FOLLOWING SALARY ADJUSTMENT(S):

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1222	CRIMINAL INVESTIGATOR II	0033	113	3,000.00	5,000.00	2,000.00
1222	EXECUTIVE ASSISTANT II	0034	113	21,906.00	24,906.00	3,000.00
				24,906.00	29,906.00	5,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1222-412-00-080-006-0-	113	DA BAD CK-	REGULAR FULL TIME	$4,176.25
5-1222-412-00-080-006-0-	211	DA BAD CK-	HEALTH INSURANCE	$0.00
5-1222-412-00-080-006-0-	212	DA BAD CK-	LIFE INSURANCE	$0.00
5-1222-412-00-080-006-0-	220	DA BAD CK-	FICA	$319.48
5-1222-412-00-080-006-0-	230	DA BAD CK-	RETIREMENT	$443.93
5-1222-412-00-080-006-0-	250	DA BAD CK-	UNEMPLOYMENT COMP	$25.06
5-1222-412-00-080-006-0-	260	DA BAD CK-	WORKER'S COMP	$4.59
			2015 Budgetary Impact	$4,969.31

2016 Budgetary Impact: $4,969.31

Possible Funding Sources: FUND 1222

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, March 03, 2015 Agenda Item: 48705

Summary of request/proposal:
CRIM DA'S OFFICE (1100)-
APPROVAL OF THE FOLLOWING SALARY ADJUSTMENT AND THE CREATION OF ONE FULL-TIME POSITION:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	ADA III	0048	113	50,342.00	65,342.00	15,000.00
1100	VICTIM ASSISTANCE COORDINATOR	0111	113	0.00	50,000.00	50,000.00
				50,342.00	115,342.00	65,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-080-002-0-	113	CRIM DA-	REGULAR FULL TIME	$54,291.19
5-1100-412-00-080-002-0-	211	CRIM DA-	HEALTH INSURANCE	$4,951.36
5-1100-412-00-080-002-0-	212	CRIM DA-	LIFE INSURANCE	$31.37
5-1100-412-00-080-002-0-	220	CRIM DA-	FICA	$4,153.28
5-1100-412-00-080-002-0-	230	CRIM DA-	RETIREMENT	$5,771.15
5-1100-412-00-080-002-0-	250	CRIM DA-	UNEMPLOYMENT COMP	$325.75
5-1100-412-00-080-002-0-	260	CRIM DA-	WORKER'S COMP	$59.72
			2015 Budgetary Impact	$69,583.82

2016 Budgetary Impact: $83,309.06

Possible Funding Sources: UNDETERMINED

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, March 03, 2015 Agenda Item: 48705

Summary of request/proposal:
DA STATE SUPPLEMENT (1281)-
APPROVAL TO CREATE THE FOLLOWING TEMPORARY PART TIME POSITION:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	CLERK I	T017	122	0.00	8,302.00	8,302.00
				0.00	8,302.00	8,302.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1281-412-00-080-010-4-	113	DA STATE SUPPLEMENT	REGULAR FULL TIME	$8,302.00
5-1281-412-00-080-010-4-	211	DA STATE SUPPLEMENT	HEALTH INSURANCE	$0.00
5-1281-412-00-080-010-4-	212	DA STATE SUPPLEMENT	LIFE INSURANCE	$0.00
5-1281-412-00-080-010-4-	220	DA STATE SUPPLEMENT	FICA	$635.10
5-1281-412-00-080-010-4-	230	DA STATE SUPPLEMENT	RETIREMENT	$0.00
5-1281-412-00-080-010-4-	250	DA STATE SUPPLEMENT	UNEMPLOYMENT COMP	$49.81
5-1281-412-00-080-010-4-	260	DA STATE SUPPLEMENT	WORKER'S COMP	$9.13
				$0.00
			2015 Budgetary Impact	$8,996.04

2016 Budgetary Impact: $8,996.04

Possible Funding Sources: FUND 1281

Comments:

TEMPORARY PART-TIME POSITION FUNDED BY THE STATE. FUNDING RUNS FROM SEPTEMBER 31, 2014 - AUGUST 31, 2015.

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 27 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **CRIM DA (080-002)**

DATE: **02/24/2015**

CURRENT POSITION TITLE: -

CURRENT SLOT. #: **080-002-0111**

REQUESTED POSITION TITLE: **VICTIM ASSISTANCE COORD.**

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

POSITION SALARY REQUEST:

NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP		NET CHANGE
1 (080-002)	-0-	50,000.00	$	50,000.00
			$	

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☒ Will Require Additional Funds

☒ Other **CRIM DA 080-002**

POSITION TYPE:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE POSITION IS NEEDED TO COMPLY WITH THE REQUIREMENTS PRESCRIBED IN THE TEXAS CODE OF CRIMINAL PROCEDURES, CHAPTER 56.

NEW POSITION: Brief job description and attach a copy of the new job description.

SEE JOB DESCRIPTION

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

The requested action does not comply with the Budget Amendment Policy. Approval of this request will increase the budget by $65,460.56.

For Ricardo Rodriguez, Jr.

1.	Rosalinda Cantu 02/26/15				
	ROSALINDA CANTU FOR DISTRICT ATTORNEY RICARDO RODRIGUEZ, JR.	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	[signature] 2/27/2015				
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature] 03/02/2015				
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☑ NO
4.					
	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 27 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **DA STATE SUPPLEMENT (080-010)**

DATE: **02/24/2015**

CURRENT POSITION TITLE: -

CURRENT SLOT. #: **080-010-T017**

REQUESTED POSITION TITLE: **CLERK I**

REQUEST FOR:

☒ New Position ☒ Temporary Position ☐ Position Reclassification* ☐ Other _____

POSITION SALARY REQUEST:

NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP		NET CHANGE
1 (080-010)	**-0-**	**10.10 (8,302.00)**	$	**10.10 (8,302.00)**
			$	

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other **FUND 1281**

POSITION TYPE:

Full Time Employee Object 113	☐	Part Time Employee Object 114	☐	**$10.10** Enter hourly rate for temp. positions
Full Time Temporary Object 121	☐	Part Time Temporary Object 122	X	**$10.10 * 822HRS= $8,302.00** Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
MARCH 2015	**AUG 2015**	**M-F 6HRS**	**32**	**ESTIMATED 6 MTHS**

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	☐
Non-Exempt	☐	Non-Exempt	X

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

SUPPORT STAFF IS URGENTLY NEEDED IN THE DA'S ADMIN. OFFICE.

NEW POSITION: Brief job description and attach a copy of the new job description.

SEE JOB DESCRIPTION

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

For Ricardo Rodriguez, Jr.

1.	Rosalinda Cantu 02/26/15		FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
	ROSALINDA CANTU FOR DISTRICT ATTORNEY RICARDO RODRIGUEZ, JR.	DATE			
2.		2/27/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
	HUMAN RESOURCES DIRECTOR	DATE			
3.		03/02/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE			
4.					
	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 27 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **CRIM DA (080-002)**
PRE-TRIAL INTERVENTION PRGM (080-015)

DATE: **02/24/2015**

CURRENT POSITION TITLE: **Assistant District Attorney III**

CURRENT SLOT. #:
080-002-0029
080-015-0023

REQUESTED POSITION TITLE: **Assistant District Attorney IV**

REQUEST FOR:

☐ New Position ☐ Temporary Position ☒ Position Reclassification* ☒ Other **SALARY ADJUSTMENT**

POSITION SALARY REQUEST:

1 (080-002) NO. OF POSITIONS	**52,139.00** CURRENT GRADE & STEP	**52,139.00** PROPOSED GRADE & STEP	$	**-0-** NET CHANGE
1 (080-015) NO. OF POSITIONS	**15,401.00** CURRENT GRADE & STEP	**47,861.00** PROPOSED GRADE & STEP	$	**32,460.00** NET CHANGE
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	$	NET CHANGE

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other **FUND 1225**

POSITION TYPE:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	X
Non-Exempt		Non-Exempt	

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE ACTION IS NEEDED AS PART OF THE DISTRICT ATTORNEY'S OFFICE RESTRUCTURING PLAN.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

for Ricardo Rodriguez, Jr.

1.	Rosalinda Cantu 02/26/15				
	ROSALINDA CANTU FOR DISTRICT ATTORNEY RICARDO RODRIGUEZ, JR.	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	2/27/2015				
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	03/02/2015				
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 27 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **CRIM DA (080-002)**
BOND FORFEITURES (080-016)

DATE: **02/24/2015**

CURRENT POSITION TITLE: **Assistant District Attorney III**

CURRENT SLOT. #:
080-002-0048
080-016-0005

REQUESTED POSITION TITLE: **Assistant District Attorney III**

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **SALARY ADJUSTMENT**

POSITION SALARY REQUEST:

1 (080-002) NO. OF POSITIONS	**50,342.00** CURRENT GRADE & STEP	**65,342.00** PROPOSED GRADE & STEP	$	**15,000.00** NET CHANGE
1 (080-016) NO. OF POSITIONS	**11,758.00** CURRENT GRADE & STEP	**11,758.00** PROPOSED GRADE & STEP	$	**-0-** NET CHANGE
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	$	NET CHANGE

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☒ Will Require Additional Funds

☐ Other **CRIM DA 080-002**

POSITION TYPE:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	X
Non-Exempt		Non-Exempt	

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE ACTION IS NEEDED AS PART OF THE DISTRICT ATTORNEY'S OFFICE RESTRUCTURING PLAN.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

This request does not comply with the Budget Amendment Policy.
Approval of this item will increase the budget by $17,848.50.

For Ricardo Rodriguez, Jr.

1.	Rosalinda Cantu 02/26/15 ROSALINDA CANTU FOR DISTRICT ATTORNEY RICARDO RODRIGUEZ, JR.	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	[signature] 2/27/2015 HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature] 03/02/2015 DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☑ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED FEB 27 2015 HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **CRIM DA (080-002)**
CHECK FRAUD (080-006)

DATE: **02/24/2015**

CURRENT POSITION TITLE: **CRIMINAL INVESTIGATOR II**

CURRENT SLOT. #:
080-002-0100
080-006-0033

REQUESTED POSITION TITLE: **CRIMINAL INVESTIGATOR II**

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **SALARY ADJUSTMENT/ CORRECTION**

POSITION SALARY REQUEST:

1 (080-002) NO. OF POSITIONS	**50,000.00** CURRENT GRADE & STEP	**50,000.00** PROPOSED GRADE & STEP	$	**-0-** NET CHANGE
1 (080-006) NO. OF POSITIONS	**3,000.00** CURRENT GRADE & STEP	**5,000.00** PROPOSED GRADE & STEP	$	**2,000.00** NET CHANGE
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	$	NET CHANGE

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other **FUND 1222**

POSITION TYPE:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE PREVIOUS REQUEST WAS INCORRECTLY STATED BY PREVIOUS STAFF. THE ACTION IS NEEDED AS PART OF THE DISTRICT ATTORNEY'S OFFICE RESTRUCTURING PLAN.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

For Ricardo Rodriguez, Jr.

1.	Rosalinda Cantu 02/26/15				
	ROSALINDA CANTU FOR DISTRICT ATTORNEY RICARDO RODRIGUEZ, JR.	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	[signature] 2/27/2015				
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature] 03/02/2015				
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.					
	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 27 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **CRIM DA (080-002)**
CHECK FRAUD (080-006)

DATE: **02/24/2015**

CURRENT POSITION TITLE: **EXECUTIVE ASSISTANT II**

CURRENT SLOT. #:
080-002-0107
080-006-0034

REQUESTED POSITION TITLE: **EXECUTIVE ASSISTANT II**

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **SALARY ADJUSTMENT/ CORRECTION**

POSITION SALARY REQUEST:

1 (080-002) NO. OF POSITIONS	**28,094.00** CURRENT GRADE & STEP	**28,094.00** PROPOSED GRADE & STEP	$	**-0-** NET CHANGE
1 (080-006) NO. OF POSITIONS	**21,906.00** CURRENT GRADE & STEP	**24,906.00** PROPOSED GRADE & STEP	$	**3,000.00** NET CHANGE
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	$	NET CHANGE

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other **FUND 1222**

POSITION TYPE:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE PREVIOUS REQUEST WAS INCORRECTLY STATED BY FORMER STAFF MEMBER. THE ACTION IS NEEDED AS PART OF THE DISTRICT ATTORNEY'S OFFICE RESTRUCTURING PLAN.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

For Ricardo Rodriguez, Jr.

1.	Rosalinda Cantu 02/26/15				
	ROSALINDA CANTU FOR DISTRICT ATTORNEY RICARDO RODRIGUEZ, JR.	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	[signature]	2/27/2015			
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature]	03/02/2015			
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY, TEXAS ADMINISTRATIVE POLICY MANUAL	Procedure:	BAP-PA.1
	Page:	1 of 1
	Date Authorized:	09/11/2013
	Supersedes:	06/25/2013

BUDGET AMENDMENT POLICY – PERSONNEL-RELATED AMENDMENTS

PURPOSE

1.1 The purpose of this policy is to provide budgetary guidelines pertaining to personnel-related actions, in accordance with Texas statutes and local requirements; to set forth operating principles which minimize the cost of government and reduce financial risk; and to maintain financial structure of the County for present and future needs.

SCOPE

2.1 This policy applies to all positions funded by General Fund revenues that are not statutorily restricted or designated for a specific purpose (e.g. record archive funds)

BACKGROUND

3.1 During the County's annual budget process, Elected Officials and Department Heads petition the County Commissioner's Court for the required number of employees, the title of the positions, and the respective compensation. The Commissioner's Court then determines the number of employees and authorizes positions during the adoption of the County's annual budget. The Commissioner's Court sets the amount of compensation, office and travel expenses, and all other allowances for County and Precinct officers and employees who are paid wholly from County funds.

POLICY

4.1 After the Hidalgo County budget has been approved and adopted for the ensuing fiscal year, Commissioner's Court may amend the budget to permit an emergency expenditure in limited circumstances only. Therefore, Commissioner's Court will not consider requests for changes to increase the number of budgeted positions or increase the compensation paid to each authorized position within a department/office until the next appropriate budget cycle. Personnel actions, including but not limited to requests under the County's Personnel Policy Manual, Civil Service Commission Rules, and Law Enforcement Pay Plan are permitted, so long as the personnel action requests are in compliance with applicable constitutional or statutory provisions.

September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 1154 (S.B. 213), Sec. 25, eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 1345 (S.B. 1192), Sec. 4, eff. September 1, 2013.

Art. 56.04. VICTIM ASSISTANCE COORDINATOR; CRIME VICTIM LIAISON. (a) The district attorney, criminal district attorney, or county attorney who prosecutes criminal cases shall designate a person to serve as victim assistance coordinator in that jurisdiction.

(b) The duty of the victim assistance coordinator is to ensure that a victim, guardian of a victim, or close relative of a deceased victim is afforded the rights granted victims, guardians, and relatives by Articles 56.02 and 56.021. The victim assistance coordinator shall work closely with appropriate law enforcement agencies, prosecuting attorneys, the Board of Pardons and Paroles, and the judiciary in carrying out that duty.

(c) Each local law enforcement agency shall designate one person to serve as the agency's crime victim liaison. Each agency shall consult with the victim assistance coordinator in the office of the attorney representing the state to determine the most effective manner in which the crime victim liaison can perform the duties imposed on the crime victim liaison under this article.

(d) The duty of the crime victim liaison is to ensure that a victim, guardian of a victim, or close relative of a deceased victim is afforded the rights granted victims, guardians, or close relatives of deceased victims by Subdivisions (4), (6), and (9) of Article 56.02(a) of this code.

(d-1) The victim services division of the Texas Department of Criminal Justice, in consultation with the Board of Pardons and Paroles, law enforcement agencies, prosecutors' offices, and other participants in the criminal justice system, shall develop recommendations to ensure that completed victim impact statements are submitted to the Texas Department of Criminal Justice as provided by this chapter.

(e) On inquiry by the court, the attorney representing the state shall make available a copy of a victim impact statement for

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

VICTIM ASSISTANCE COORDINATOR

GENERAL DESCRIPTION

Coordinates support services and information to crime victims, and their families in compliance with Code of Criminal Procedures; Insures that crime victims and/or their families are afforded the rights granted to victims by the Code of Criminal Procedure. Prepares all the needed information required for the victim's court case. Position requires a high level of confidentiality.

EXAMPLES OF WORK PERFORMED

Coordinates with local community agencies and other victim advocacies to ensure victims are aware of their rights

Assists attorneys with case staffing; ensures all cases are assigned as necessary

Provides training or education to the community

Coordinate the gathering and submission of information for payment of medical examinations under the Texas Code of Criminal Procedures for victims

Assists in providing crisis counseling as necessary

Refer victims or their families to social service agencies that may offer additional assistance

May travel to and from different locations inside and outside the County of Hidalgo for the purpose of interviewing and gathering information from a victim

Responsible for protecting the rights of the victim and survivors of violent crimes

May provide training within the criminal justice system and in the community to facilitate increased knowledge and understanding of family violence dynamics and to promote sensitivity to victims

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to two (1-2) years of social service, criminal justice, or related experience

Associate's degree in social service, criminal justice, or related field

Graduation from an accredited four (4) year college or university with major course work in social services or related field

Two (2) years of experience may be substituted for one (1) year of education

Certificates, License and Registration

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

THIS IS A SECURITY SENSITIVE POSITION

Position requires gathering, decimating and storage of sensitive crime victim's documents and offense reports

BACKGROUND INVESTIGATION IS REQUIRED FOR THIS POSITION

Knowledge, Skills, and Abilities

Ability to maintain full confidentiality about victims and their families

Must follow strict rules regarding the gathering, decimating, and storage sensitive crime victims' documents, reports, and other information

Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, or government regulations

Ability to read, write and speak both English and Spanish

Ability to write generalized report

Excellent interviewing and counseling skills

Ability to plan and organize effectively

Ability to establish and maintain effective working relationships with other county employees and officials, representatives of victim/witness advocacy and assistance groups, court personnel, attorneys and the general public

Ability to effectively present information and respond to questions from groups, supervisors and the general public

Must have some personal computer knowledge

Ability to learn new computer software

Must be familiar with MS Windows products

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

CLERK I

GENERAL DESCRIPTION

Performs (entry-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, or accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of experience with clerical operations

Graduation from a high school or equivalent (GED)

Experience and education may be substituted for one another

Certificates, Licenses, Registrations

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

AI -48665 **Human Resources** **10. B.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Precinct 2- Rd Maint (1200):
Approval of the following personnel actions:
1. Delete the following position(s):

Action	Program	Slot #	Position Title	Current Budgeted Salary
Delete	122-006 - Rd Maint	0023	Truck Driver III	$29,391.00
Delete	122-006 - Rd Maint	0041	Maintenance I	$23,674.00
			Total:	**$53,065.00**

2. Create the following position:

Action	Program	Slot #	Position Title	Proposed Budgeted Salary
Create	122-006 - Rd Maint	0097	GIS Operator II	$36,000.00
			Total:	**$36,000.00**

3. Approval to revise the salary schedule in accordance with Commissioners' Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Personnel Action will create a cost savings.

Attachments

PAR Forms & Job Description
Fiscal Note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/26/2015 03:33 PM
Human Resources	Diana Munoz	02/27/2015 03:57 PM
Obdett Calzada	Obdett Calzada	02/27/2015 04:54 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Erika Zamora		Started On: 02/26/2015 08:43 AM
Final Approval Date: 02/27/2015		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 27 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Road Maintenance 122-006 **DATE:** 02/24/2015

CURRENT POSITION TITLE: Truck Driver III **CURRENT SLOT #:** 0023

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete Position

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 29,391.00 (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ (29,391.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Savings from deletion to fund creation of Road & Bridge Position

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Pct. 2 Re-Organization Plan

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Erika Zamora DEPARTMENT HEAD	2/26/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez HUMAN RESOURCES DIRECTOR	2/27/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	02/27/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 27 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Road Maintenance 122-006 **DATE:** 02/24/2015

CURRENT POSITION TITLE: Maintenance I **CURRENT SLOT. #:** 0041

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete Position

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 23,674.00 (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ (23,674.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Savings from deletion to fund creation of Road & Bridge Position

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Pct. 2 Re-Organization Plan

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 2/26/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 2/27/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 02/27/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 27 15
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Road Maintenance 122-006 **DATE:** 02/24/2015

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0097

REQUESTED POSITION TITLE: GIS Operator II
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 36,000.00 (Proposed Budgeted Salary) $ 36,000.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other To be funded from savings from Pct. 2 R&B deleted positions

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Pct. 2 Re-Organization Plan

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Erika Zamora DEPARTMENT HEAD	2/26/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Bobby A Martinez HUMAN RESOURCES DIRECTOR	2/27/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	02/27/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY PRECINCT #2

GIS OPERATOR II

GENERAL DESCRIPTION

Performs complex (journey-level) geographic information system work: Work involves input and manipulation of geographic information to create, maintain, display, update, and produce accurate maps and other representation of data; May train others; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Creates and modifies maps, graphs, or diagrams, using geographical information software and related equipment

Gathers and compiles geographic data from sources including censuses, field observations, satellite imagery, aerial photographs, and existing maps

Digitizes and maintains spatial databases of relevant information, documents procedures, validates data for accuracy and completeness, completes approved metadata forms, and produces maps of the resulting information

Evaluates information and data from outside sources to determine the quality of the data

Translates data from outside sources and converts data to assist users

Imports, creates, reformats, and processes data to produce spatial distribution maps for various studies

Writes programs and develops user interfaces, menus, and macro-level commands to meet user needs

Enters, corrects, and debugs database records

Assists in providing consulting services in fields such as resource development and management, environmental hazards, regional cultural history, and urban social planning

Assists in the development of geographic information systems that may link parcel maps or orthophotos with environmental data, historic data, transportation data, and health data to produce maps or quantify information about the impacts of features on parcel ownership

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in geographic information systems analysis and design work

Graduation from an accredited four (4) year college or university with major course work in computer science, computer information systems, geography, geographic information system technology, management information systems, or a related field

Two (2) years of experience may be substituted for one (1) year of education

Knowledge, Skills, and Abilities

Knowledge of terminology related to geographic information systems, including legal descriptions, cartography, engineering, construction plans, aerial photography, and orthophotography

Skill in solving problems; in testing, installing, and implementing geographic information system programs; and in troubleshooting system issues

Ability to analyze geographic information systems and procedures; to read and interpret surveys, legal descriptions, cartography, engineering documents, construction plans, aerial photography, and orthophotography; to communicate effectively; and to train others

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job

While performing the duties of this job, the employee is required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; and stoop, kneel

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: Tuesday, March 03, 2015

Agenda Item: **48665**

Summary of request/proposal:
Pct 2 Rd Maint (1200):
Approval to delete and create the following full-time positions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Truck Driver III	0023	113	29,391.00	0.00	(29,391.00)
1200	Maintenance I	0041	113	23,674.00	0.00	(23,674.00)
1200	GIS Operator II	0097	113	0.00	36,000.00	36,000.00
			TOTAL	53,065.00	36,000.00	(17,065.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-122-006-0-	113	Pct 2 Rd Maint	REGULAR FULL TIME	($14,253.52)
5-1200-431-00-122-006-0-	211	Pct 2 Rd Maint	HEALTH INSURANCE	($4,951.36)
5-1200-431-00-122-006-0-	212	Pct 2 Rd Maint	LIFE INSURANCE	($31.37)
5-1200-431-00-122-006-0-	220	Pct 2 Rd Maint	FICA	($1,090.39)
5-1200-431-00-122-006-0-	230	Pct 2 Rd Maint	RETIREMENT	($1,515.15)
5-1200-431-00-122-006-0-	250	Pct 2 Rd Maint	UNEMPLOYMENT COMP	($85.52)
5-1200-431-00-122-006-0-	260	Pct 2 Rd Maint	WORKER'S COMP	($2,986.25)
			2015 Budgetary Impact	($24,913.56)

2016 Budgetary Impact: **($29,827.70)**

Possible Funding Sources: **Cost Savings**

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI -48574 **District Attorney** **11. A.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

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 County Auditor.

Vendor	Invoice No.	Amount
Verizon Wireless	9739388327	$463.23

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1223-412-00-080-007-0-532

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

BUDGETARY IMPACT:

Funds available as of 2/27/15.

Attachments

Claim-verizon wireless

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2015 10:10 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Ramiro Sendejo		Started On: 02/19/2015 03:02 PM
Final Approval Date: 02/27/2015		

verizonwireless

PO BOX 4001
ACWORTH, GA 30101

Manage Your Account	Account Number	Date Due
www.vzw.com/mybusinessaccount	223095992–00001	Past Due
	Invoice Number	9739388327

0013572 03 MB 0.692 **AUTO T9 0 5723 78539-356378 -C22-P13585-I1

COUNTY OF HIDALGO
100 N CLOSNER BL
EDINBURG, TX 78539-3563

INVOICE RECEIVED BY.
RGudea on 2/17/15
GOODS/SERVICES RECEIVED BY.
RGudea on 1/24-2/23/15
5-1223-412-00-080-007-0-532

Quick Bill Summary

Dec 24 – Jan 23

Previous Balance *(see back for details)*	$2,742.31
Payments – Thank You	–$1,503.17
Balance Forward Due Immediately	**$1,239.14**
Monthly Charges	$638.90
Usage and Purchase Charges	
Voice	$.00
Messaging	$.00
Data	$.00
Verizon Wireless' Surcharges and Other Charges & Credits	$17.22
Taxes, Governmental Surcharges & Fees	$.00
Total Current Charges Due by February 18, 2015	***$656.12***

Total Amount Due **$1,895.26**

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

verizonwireless

VB

COUNTY OF HIDALGO
100 N CLOSNER BL
EDINBURG, TX 78539

Bill Date January 23, 2015
Account Number 223095992–00001
Invoice Number 9739388327

Please Recycle

Total Amount Due

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

$1,895.26

$ ☐,☐☐☐.☐☐

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.

9739388327010223095992000010000006561200000189526 4

Overview of Shared Usage

	Participating Lines as of 01/23/15	Lines Exceeding Allowance after Share	Shared Allowance	Shared Usage	Shared Billable	Cost
Talk – Nationwide for Business Share	7	0	7,000	1,840	0	--

Overview of Lines

Lines Charges	Page Number	Monthly Charges	Usage and Purchase Charges	Equipment Charges	VZW Surcharges and Other Charges and Credits	Taxes, Governmental Surcharges and Fees	Third–Party Charges (includes Tax)	Total Charges	Voice Plan Usage	Messaging Usage	Data Usage	Voice Roaming	Messaging Roaming	Data Roaming
956–279–8479 Dist Atty Bb Bold	*4*	$74.99	--	--	$2.46	$.00	--	$77.45	344	128	153,337KB	--	--	--
956–457–2562 Dist Atty Bb Bold	*5*	$74.99	--	--	$2.46	$.00	--	$77.45	550	254	22,538KB	--	--	--
956–827–9198 Dist Atty Bb Bold	*6*	$74.99	--	--	$2.46	$.00	--	$77.45	12	1	3441KB	--	--	--
956–929–1630 Bb Bold	*7*	$74.99	--	--	$2.46	$.00	--	$77.45	92	377	719,938KB	--	--	--
956–929–1648 Bb Bold	*8*	$74.99	--	--	$2.46	$.00	--	$77.45	545	908	728,126KB	--	--	--
956–929–3654 Mifi Data Card	*9*	$37.99	--	--	$.00	$.00	--	$37.99	--	--	10.705GB	--	--	--
956–929–3739 James Wade – Aircard	*10*	$37.99	--	--	$.00	$.00	--	$37.99	--	--	.058GB	--	--	--
956–929–4459 Hidalgo Da Blackberry	*11*	$74.99	--	--	$2.46	$.00	--	$77.45	297	131	133,606KB	--	--	--
956–929–4460 Hidalgo Da Blackberry	*12*	$74.99	--	--	$2.46	$.00	--	$77.45	--	--	--	--	--	--
956–929–4461 Hidalgo Da Mifi Card	*13*	$37.99	--	--	$.00	$.00	--	$37.99	--	--	4.508GB	--	--	--
Total Current Charges		**$638.90**	**$.00**	**$.00**	**$17.22**	**$.00**	**$.00**	**$656.12**						

001357Z-011810S-000003 of 0000026-C22-RG-5723-13585

Summary for Dist Atty BB Bold: 956–279–8479

Your Plan

Americas Ch Email & Data 1000
$96.14 monthly charge
1000 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

UNL Text Messaging
Unlimited M2M Text
Unlimited Text Message

Email & Data Unlimited
Unlimited monthly kilobyte

Beginning on 08/31/11:
22% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

UNL Picture/Video MSG
Unlimited monthly Picture & Video

Have more questions about your charges? Get details for usage charges at www.vzw.com/mybusinessaccount.

Monthly Charges

Americas Ch Email & Data 1000	01/24 – 02/23	96.14
22% Access Discount	01/24 – 02/23	–21.15
		$74.99

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1000 (shared)	344	--	--
Mobile to Mobile	*minutes*	unlimited	191	--	--
Night/Weekend	*minutes*	unlimited	7	--	--
Total Voice					$.00
Messaging					
Text	*messages*	unlimited	86	--	--
Unlimited M2M Text	*messages*	unlimited	35	--	--
Picture & Video	*messages*	unlimited	7	--	--
Total Messaging					$.00
Data					
Kilobyte Usage	*kilobytes*	unlimited	153,337	--	--
Total Data					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges	
Fed Universal Service Charge	2.46
	$2.46
Total Current Charges for 956–279–8479	**$77.45**

0013572-0118104-0000005 of 0000026.C22.RG-5723-13585

Summary for Dist Atty BB Bold: 956–457–2562

Your Plan

Americas Ch Email & Data 1000
$96.14 monthly charge
1000 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

UNL Text Messaging
Unlimited M2M Text
Unlimited Text Message

Email & Data Unlimited
Unlimited monthly kilobyte

Beginning on 08/31/11:
22% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

***UNL* Picture/Video MSG**
Unlimited monthly Picture & Video

Have more questions about your charges? Get details for usage charges at www.vzw.com/mybusinessaccount.

Monthly Charges

Americas Ch Email & Data 1000	01/24 – 02/23	96.14
22% Access Discount	01/24 – 02/23	–21.15
		$74.99

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1000 (shared)	550	--	--
Mobile to Mobile	*minutes*	unlimited	98	--	--
Night/Weekend	*minutes*	unlimited	13	--	--
Total Voice					$.00
Messaging					
Text	*messages*	*unlimited*	*220*	--	--
Unlimited M2M Text	*messages*	unlimited	32	--	--
Picture & Video	*messages*	unlimited	2	--	--
Total Messaging					$.00
Data					
Unbilled Usage from Previous Months (Data usage is applied against any remaining allowance for the month in which the usage occurred.)					
Kilobyte Usage	*kilobytes*		35	--	--
Current Data Usage					
Kilobyte Usage	*kilobytes*	unlimited	22,538	--	--
Total Data					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.46
	$2.46

Total Current Charges for 956–457–2562 **$77.45**

0013572-0118103-0000007 of 0000026-C22-RG-5723-13585

Summary for Dist Atty BB Bold: 956–827–9198

Your Plan

Americas Ch Email & Data 1000
$96.14 monthly charge
1000 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Email & Data Unlimited
Unlimited monthly kilobyte

Beginning on 08/31/11:
22% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

UNL Picture/Video MSG
Unlimited monthly Picture & Video

UNL Text Messaging
Unlimited monthly M2M Text
Unlimited monthly Text Message

Have more questions about your charges? Get details for usage charges at www.vzw.com/mybusinessaccount.

Monthly Charges

Americas Ch Email & Data 1000	01/24 – 02/23	96.14
22% Access Discount	01/24 – 02/23	–21.15
		$74.99

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1000 (shared)	12	--	--
Total Voice					$.00
Messaging					
Text	*messages*	unlimited	1	--	--
Total Messaging					$.00
Data					
Unbilled Usage from Previous Months (Data usage is applied against any remaining allowance for the month in which the usage occurred.)					
Kilobyte Usage	*kilobytes*		4	--	--
Current Data Usage					
Kilobyte Usage	*kilobytes*	unlimited	3441	--	--
Total Data					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.46
	$2.46

Total Current Charges for 956–827–9198 **$77.45**

0013572-0118102-0000009 of 0000026-C22-RG-5723-13585

Summary for BB Bold: 956–929–1630

Your Plan

Americas Ch Email & Data 1000
$96.14 monthly charge
1000 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Email & Data Unlimited
Unlimited monthly kilobyte

Beginning on 02/19/13:
22% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

UNL Picture/Video MSG
Unlimited monthly Picture & Video

UNL Text Messaging
Unlimited monthly M2M Text
Unlimited monthly Text Message

Have more questions about your charges? Get details for usage charges at www.vzw.com/mybusinessaccount.

Monthly Charges

Americas Ch Email & Data 1000	01/24 – 02/23	96.14
22% Access Discount	01/24 – 02/23	–21.15
		$74.99

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1000 (shared)	92	--	--
Mobile to Mobile	*minutes*	unlimited	79	--	--
Night/Weekend	*minutes*	unlimited	14	--	--
Total Voice					$.00
Messaging					
Text	*messages*	unlimited	209	--	--
Unlimited M2M Text	*messages*	unlimited	136	--	--
Picture & Video	*messages*	unlimited	32	--	--
Total Messaging					$.00
Data					
Kilobyte Usage	*kilobytes*	unlimited	719,938	--	--
Total Data					$.00
Total Usage and Purchase Charges					**$.00**
Verizon Wireless' Surcharges					
Fed Universal Service Charge					2.46
					$2.46
Total Current Charges for 956–929–1630					**$77.45**

0013572-0118101-0000011 of 0000026-C22-RG-5723-13585

Summary for BB Bold: 956–929–1648

Your Plan

Americas Ch Email & Data 1000
$96.14 monthly charge
1000 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Email & Data Unlimited
Unlimited monthly kilobyte

Beginning on 02/19/13:
22% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

UNL Picture/Video MSG
Unlimited monthly Picture & Video

UNL Text Messaging
Unlimited monthly M2M Text
Unlimited monthly Text Message

Have more questions about your charges?
Get details for usage charges at
www.vzw.com/mybusinessaccount.

Monthly Charges

Americas Ch Email & Data 1000	01/24 – 02/23	96.14
22% Access Discount	01/24 – 02/23	–21.15
		$74.99

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1000 (shared)	545	--	--
Mobile to Mobile	*minutes*	unlimited	125	--	--
Total Voice					$.00
Messaging					
Text	*messages*	unlimited	827	--	--
Unlimited M2M Text	*messages*	unlimited	48	--	--
Picture & Video	*messages*	unlimited	33	--	--
Total Messaging					$.00
Data					
Unbilled Usage from Previous Months (Data usage is applied against any remaining allowance for the month in which the usage occurred.)					
Kilobyte Usage	*kilobytes*		8	--	--
Current Data Usage					
Kilobyte Usage	*kilobytes*	unlimited	728,126	--	--
Total Data					$.00
Total Usage and Purchase Charges					***$.00***

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.46
	$2.46

Total Current Charges for 956–929–1648 **$77.45**

0013572-0118100-0000013 of 0000026-C22-RG-5723.13585

Summary for Mifi Data Card: 956–929–3654

Your Plan

Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at www.vzw.com/mybusinessaccount.

Monthly Charges

Mobile Broadband Unlimited	01/24 – 02/23	37.99
		$37.99

Usage and Purchase Charges

Data		Allowance	Used	Billable	Cost
Gigabyte Usage	*gigabytes*	unlimited	10.705	--	--
Total Data					$.00
Total Usage and Purchase Charges					**$.00**
Total Current Charges for 956–929–3654					**$37.99**

0013572-0118099-0000015 of 0000026-C22-RG-5723-13585

Summary for James Wade – Aircard: 956–929–3739

Your Plan

Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at www.vzw.com/mybusinessaccount.

Monthly Charges

Mobile Broadband Unlimited	01/24 – 02/23	37.99
		$37.99

Usage and Purchase Charges

Data		Allowance	Used	Billable	Cost
Gigabyte Usage	*gigabytes*	unlimited	.058	--	--
Total Data					$.00

Total Usage and Purchase Charges **$.00**

Total Current Charges for 956–929–3739 **$37.99**

0013572-0118098-0000017 of 0000026-C22-RG-5723-13585

AI -48556 **District Attorney** **11. B.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

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 County Auditor.

Vendor	Invoice	Amount
U.S. Bank National	869309740504	$545.34
GCR Tire Center	14846	$179.14
GCR Tire Center	14476	$268.84
Xerox	078035108	$71.46
Xerox	078035109	$71.46
Xerox	078035435	$69.67
Xerox	078035436	$69.67
Xerox	078035437	$69.67
Xerox	078035438	$69.67
Xerox	078035439	$69.67
Xerox	078035440	$69.67
Xerox	078035441	$69.67
Xerox	501676008	$155.53
Xerox	501676009	$94.40
Xerox	501676010	$94.40
Xerox	501676013	$94.40
Xerox	501676014	$94.40
Xerox	501676015	$94.40

BACKGROUND

Fiscal Impact

Attachments

us bank #869309740504
gcr #14846
gcr #14476
xerox #078035108
xerox #078035109
xerox #078035435
xerox #078035436
xerox #078035437
xerox #078035438
xerox #078035439
xerox #078035440
xerox #078035441
xerox #501676008
xerox #501676009
xerox #501676010
xerox #501676013
xerox #501676014
xerox #501676015

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2015 10:18 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Ramiro Sendejo Started On: 02/18/2015 09:06 AM
Final Approval Date: 02/27/2015

HIDALGO COUNTY
ATTN NIELDA CAVAZOS
2812 S BUS HWY 281
EDINBURG,TX 78539

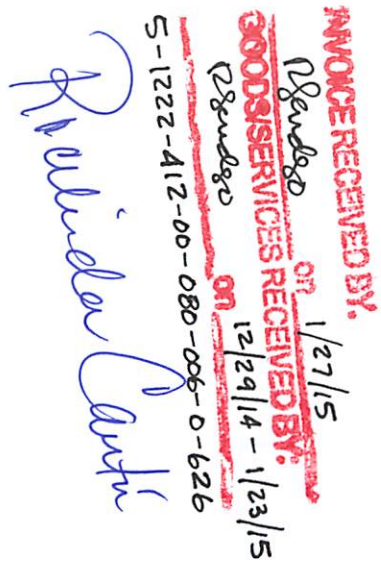
Payment due upon receipt
Please return this portion with your check payable to:
US Bank Voyager Fleet Systems
U.S. Bank National Association

Indicate account number on your check
PO Box 412535
Kansas City, MO 64141-2535

Account Number	Closing Date	Due Date	Total Transactions	Invoice Number
869309740	01-24-2015	02-18-2015	112	869309740504

Account Summary	Amount
Previous Balance	**$6,210.42**
Payments	($3,522.58)
Adjustments	($1,510.59)
Tax Adjustments	($390.63)
New Purchases	$4,217.17
New Balance	**$5,003.79**

Date	Payments and Adjustments	Amount
12-30-2014	Payment - Thank You	($141.80)
12-30-2014	Payment - Thank You	($134.61)
12-30-2014	Payment - Thank You	($114.69)
01-05-2015	Payment - Thank You	($1,774.92)
01-08-2015	Payment - Thank You	($475.64)
01-08-2015	Payment - Thank You	($27.42)
01-14-2015	Payment - Thank You	($274.41)
01-15-2015	ADJUSTMENT	($1,510.59)
01-22-2015	Payment - Thank You	($260.02)
01-22-2015	Payment - Thank You	($223.17)
01-22-2015	Payment - Thank You	($95.90)
01-24-2015	TAX ADJUSTMENT	($390.63)



HIDALGO COUNTY
Invoice Transaction Report

HIDALGO COUNTY
ATTN NIELDA CAVAZOS
2812 S BUS HWY 281
EDINBURG,TX 78539-

ACCOUNT NUMBER: 869309740 **Closing Date:** 01/24/2015

Card Number	Transaction Date / Time	Ven ID	Transaction Location / Description	Invoice Number	Msg CD	Prod CD	Quantity	Transaction Amount	Exempted Taxes
500320	01-07 16:21	VL	21469 US 77 HARLINGEN, TX	00107551	8	UNLD	18.35	35.23	3.36
	12-29 13:04	VL	1402 E UNIVERSITY DR EDINBURG, TX	00035322	8	UNLD	17.35	34.70	3.18
HIDALGO COUNTY DISTRICT ATTORNEYS									
Total for Card: 500320							**35.70**	**69.93**	**6.54**
500321	01-08 17:25	VL	2455 N INTERNAT'L BLVD WESLACO, TX	00142568	8	UNLD	17.65	34.58	3.23
	01-15 07:58	VL	2455 N INTERNAT'L BLVD WESLACO, TX	00147685	8	UNLD	17.23	31.00	3.15
	01-20 08:13	VL	2455 N INTERNAT'L BLVD WESLACO, TX	00152075	8	UNLD	17.17	30.55	3.14
	01-23 09:16	VL	416 W EXPWY 83 DONNA, TX	00225437	8	UNLD	16.99	30.40	3.11
HIDALGO COUNTY DISTRICT ATTORNEYS									
Total for Card: 500321							**69.04**	**126.53**	**12.63**
500322	01-05 07:45	VL	6715 E HIGHWAY 107 EDINBURG, TX	00069840	8	UNLD	17.50	35.00	3.20
	01-12 08:39	VL	416 W EXPWY 83 DONNA, TX	00213695	8	UNLD	17.71	34.00	3.24
	01-16 07:50	VL	416 W EXPWY 83 DONNA, TX	00217612	8	UNLD	18.90	34.00	3.46
	01-21 15:35	VL	2426 E LOOP 499 HARLINGEN, TX	00075124	8	UNLD	17.59	32.00	3.22
HIDALGO COUNTY DISTRICT ATTORNEYS									
Total for Card: 500322							**71.70**	**135.00**	**13.12**
500323	01-02 07:37	EM	1415 E UNIVERSITY DR EDINBURG, TX	00021894	8	UNLD	13.75	27.50	2.52
	01-05 17:01	VL	2455 N INTERNAT'L BLVD WESLACO, TX	00139981	8	UNLD	11.00	22.00	2.01
	01-08 09:03	SU	6240 SOUTH HWY 77 RIVIERA, TX	093268	8	UNLD	11.87	23.50	2.17
	01-12 17:09	VL	2455 N INTERNAT'L BLVD WESLACO, TX	00145674	8	UNLD	12.24	23.25	2.24
	01-13 16:35	VL	31700 IH 10 W BOERNE, TX	00146978	8	UNLD	11.08	20.50	2.03
	01-15 18:05	PI	2342 NORTH MAIN STREET JUNCTION, TX	2653	8	UNLD	7.07	13.00	1.29
	01-16 16:55	LV	1451 US HWY. 77 KINGSVILLE, TX	148	8	UNLD	12.11	23.00	2.22
	01-20 08:47	SU	301 IH 37 ACCESS ROAD CORPUS CHRIST, TX	071152	8	UNLD	7.29	13.50	1.33
	01-20 14:54	VL	5602 UTSA BLVD SAN ANTONIO, TX	00440110	8	UNLD	9.24	16.25	1.69
	01-21 17:29	VL	2455 N INTERNAT'L BLVD WESLACO, TX	00153443	8	UNLD	12.64	22.50	2.31
	01-22 21:50	SU	6240 SOUTH HWY 77 RIVIERA, TX	127506	8	UNLD	12.63	24.00	2.31
	12-28 14:48	LV	1451 US HWY. 77 KINGSVILLE, TX	3856	8	UNLD	9.88	19.75	1.81
	12-29 19:14	LV	1451 US HWY. 77 KINGSVILLE, TX	7623	8	UNLD	11.76	23.50	2.15
HIDALGO COUNTY DISTRICT ATTORNEYS									
Total for Card: 500323							**142.56**	**272.25**	**26.08**

Message Codes: 1 - Electronic Sale with Authorization 2 - Keyed Sale with Authorization 4 - Electronic Sale without Authorization
5 - Keyed Sale without Authorization 8 - Electronic Sale at Pump 9 - Manual Sale

INVOICE# 869309740504
DECEMBER 2014

Santos Leal

34.70	3.18	31.52
35.23	3.36	31.87
69.93	**6.54**	**63.39**

Norma De La Rosa

34.58	3.23	31.35
31.00	3.15	27.85
30.55	3.14	27.41
30.40	3.11	27.29
126.53	**12.63**	**113.90**

Jorge Salazar

35.00	3.20	31.80
34.00	3.24	30.76
34.00	3.46	30.54
32.00	3.22	28.78
135.00	**13.12**	**121.88**

Rand Booth

27.50	2.52	24.98
22.00	2.01	19.99
23.50	2.17	21.33
23.25	2.24	21.01
20.50	2.03	18.47
13.00	1.29	11.71
23.00	2.22	20.78
13.50	1.33	12.17
16.25	1.69	14.56
22.50	2.31	20.19
24.00	2.31	21.69
19.75	1.81	17.94
23.50	2.15	21.35
272.25	**26.08**	**246.17**

Roy Cazares

		-
-	-	-

TOTAL= 545.34

Inv Date	Cust#	Order#	Page	Inv#
09/24/14	540499	17148	1	*14846*

COPY

GCR 759949 WESLAC C647TTC
2411 E. SUGARCANE ROAD
WESLACO, TX 78596
(956)968-8138

Sold To **HIDALGO COUNTY/ HIDTA**
P O BOX 5719
MCALLEN, TX 78502-5719

Ship To **HIDALGO COUNTY/ HIDTA**
08 TOYOTA TACOMA
LIC;17W XN5
MI-139627,

Charge

PO#	Slm	M-Phone	O-Phone	Ship Via
713366	1167	956-668-9748		PICKUP

Item#	Description	Qty-Ord	Qty-Shp	FET	Price	Net
026614	FS P245/75R16 DEST AT OWL 109S	1	1	0.00	151.14	151.14
SPP	MOUNT/BALANCE/VALVE STEM PACKAGE	1	1		25.00	25.00
TDT	SCRAP DISPOSAL CHARGE	1	1		3.00	3.00

CHK'D BY:_____DELV'D BY:____

OrdTkr:pablo

SubTot Parts:	154.14
SubTot Labor:	25.00

Net 10th Prox

Inv Total : 179.14

Inv Date	Cust#	Order#	Page	Inv#
09/11/14	540499	16816	1	*14476*

COPY

GCR 759949 WESLAC C647TTC
2411 E. SUGARCANE ROAD
WESLACO, TX 78596
(956)968-8138

Sold To **HIDALGO COUNTY/ HIDTA**
P O BOX 5719
MCALLEN, TX 78502-5719

Ship To **HIDALGO COUNTY/ HIDTA**
2008 CHEVY
LIC;DW8 R344 TX
MI-159196,

Charge

PO#	Slm	M-Phone	O-Phone	Ship Via
714252	1167	956-668-9748		PICKUP

Item#	Description	Qty-Ord	Qty-Shp	FET	Price	Net
MDLT	SV LT MOUNT + DISMOUNT	2	2		12.50	25.00
WBLT	SV WHEEL BALANCE LIGHT TRUCK	2	2		12.50	25.00
VSP	SV VALVE STEM - PASSENGER	2	2		3.00	6.00
TDT	SCRAP DISPOSAL CHARGE	2	2		3.00	6.00
137046	FS 225/50R17 FH WO INDY500 BL 94W	2	2	0.00	103.42	206.84

CHK'D BY:_____DELV'D BY:____

OrdTkr:cdl

SubTot Parts:	218.84
SubTot Labor:	50.00

Net 10th Prox

Inv Total : 268.84

0542-003

Customer Information

XEROX CORPORATION
PO BOX 660502
DALLAS TX
75266

THE EASY WAY TO ORDER SUPPLIES CALL OUR TOLL FREE NUMBER 1-800-822-2200

10064440
Purchase Order Number

C1080
Special Reference

VTX00000X-000
Contract Number

NET 30 DAYS
Terms Of Payment

Telephone 888-435-6333
Please Direct Inquiries To:
Ship To/Installed At:

COUNTY OF HIDALGO
DA APPEALS DEPT
100 N CLOSNER BLVD
EDINBURG TX
78539

Bill To:

COUNTY OF HIDALGO
PURCHASING DEPT
2802 S US HWY 281
EDINBURG TX
78539

02-01-15
Invoice Date

078035108
Invoice Number

716245709
Customer Number

Invoice

CC20 22PPM COPIER SER.# RYR-399114

		AMOUNT
BASE CHARGE	JANUARY	71.46
CARRIER DELIV/INST	SER.# DRCINST	INCL
2ND PAPER TRAY	SER.# 2TRAY	INCL
CABINET STAND	SER.# 20STAND	INCL
	SUB TOTAL	71.46
	TOTAL	71.46

INVOICE RECEIVED BY. on 2/9/15
GOODS/SERVICES RECEIVED BY: on 1-31-15
5-1100-412-00-080-002-0-780

INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT
THIS AGREEMENT INCLUDES EQUIPMENT, MAINTENANCE AND SUPPLY CHARGES

XEROX FEDERAL IDENTIFICATION #16-0468020

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
COUNTY OF HIDALGO
DA APPEALS DEPT
100 N CLOSNER BLVD
EDINBURG TX
78539

Bill To
COUNTY OF HIDALGO
PURCHASING DEPT
2802 S US HWY 281
EDINBURG TX
78539

When Paying By Mail
Send Payment To:
XEROX CORPORATION
PO BOX 731892
DALLAS, TX
75373-1892

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

PLEASE PAY THIS AMOUNT $71.46

07-461-7804 4 716245709 078035108 02-01-15 VTX85
RF106737 C 110114
03 6R4B 06XR N 00000 2TC3 1 B15

202100008070060 0780351086 0300071465 271624570974

0535-001

Customer Information

XEROX CORPORATION
PO BOX 660502
DALLAS TX
75266

THE EASY WAY
TO ORDER SUPPLIES
CALL OUR TOLL
FREE NUMBER
1-800-822-2200

10064440
Purchase Order Number

C1080
Special Reference

VTX00000X-000
Contract Number

NET 30 DAYS
Terms Of Payment

Telephone 888-435-6333
Please Direct Inquiries To:
Ship To/Installed At:

COUNTY OF HIDALGO
DA FELONY DEPT
100 N CLOSNER BLVD
EDINBURG TX
78539

Bill To:
0535-001
COUNTY OF HIDALGO,
D.A. OFC/ROY CAZARES
3RD FLOOR
100 N CLOSNER BLVD
EDINBURG TX
78539

02-01-15
Invoice Date

078035109
Invoice Number

716245717
Customer Number

CC20 22PPM COPIER SER.# RYR-398975

Invoice

		AMOUNT
BASE CHARGE	JANUARY	71.46
CARRIER DELIV/INST	SER.# DRCINST	INCL
2ND PAPER TRAY	SER.# 2TRAY	INCL
CABINET STAND	SER.# 20STAND	INCL
	SUB TOTAL	71.46
	TOTAL	71.46

INVOICE RECEIVED BY.
Rgudiño on 2/9/15
GOODS/SERVICES RECEIVED BY.
Rgudiño on 1/1-31/15
5-1100-412-00-080-002-0-780

INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT
THIS AGREEMENT INCLUDES EQUIPMENT, MAINTENANCE AND SUPPLY CHARGES

XEROX FEDERAL IDENTIFICATION #16-0468020

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
COUNTY OF HIDALGO
DA FELONY DEPT
100 N CLOSNER BLVD
EDINBURG TX
78539

Bill To
COUNTY OF HIDALGO,
D.A. OFC/ROY CAZARES
3RD FLOOR
100 N CLOSNER BLVD
EDINBURG TX
78539

When Paying By Mail
Send Payment To:
XEROX CORPORATION
PO BOX 731892
DALLAS, TX
75373-1892

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

07-461-7804 4 716245717 078035109 02-01-15 PLEASE PAY THIS AMOUNT $71.46
RF106738 C 110114 VTX85
03 6R4B 06XR N 00000 2TC3 1 B15

202100008070060 0780351095 0300071465 271624571724

0373-003

Customer Information

XEROX CORPORATION
PO BOX 660502
DALLAS TX
75266

THE EASY WAY
TO ORDER SUPPLIES
CALL OUR TOLL
FREE NUMBER
1-800-822-2200

xerox

Purchase Order Number
618742
Special Reference
ZTX00000X-000
Contract Number
NET 30 DAYS
Terms Of Payment

Telephone 888-435-6333
Please Direct Inquiries To:
Ship To/Installed At:

COUNTY OF HIDALGO
DISTRICT ATTY OFC
MISDEMEANOR
100 N CLOSNER BLVD
EDINBURG TX
78541

Bill To:

COUNTY OF HIDALGO
DISTRICT ATTY OFC
5TH FL
100 N CLOSNER BLVD
EDINBURG TX
78541

02-01-15
Invoice Date
078035435
Invoice Number
714237344
Customer Number

Invoice

WCM20I 20PPM CPY/PT/SC/FX SER.# RYU-004684

		AMOUNT
BASE CHARGE	JANUARY	69.67
CARRIER DELIV/INST	SER.# DRCINST	INCL
	SUB TOTAL	69.67
	TOTAL	69.67

INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT
THIS AGREEMENT INCLUDES EQUIPMENT, MAINTENANCE AND SUPPLY CHARGES
THIS COST PER COPY AGREEMENT RENEWS ON 03-30-15

INVOICE RECEIVED BY.
RGudeo on 2/9/15
GOODS/SERVICES RECEIVED BY.
RGudeo on 1/1-31/15
5-1100-412-00-080-002-0-780

XEROX FEDERAL IDENTIFICATION #16-0468020

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
COUNTY OF HIDALGO
DISTRICT ATTY OFC
MISDEMEANOR
100 N CLOSNER BLVD
EDINBURG TX
78541

Bill To
COUNTY OF HIDALGO
DISTRICT ATTY OFC
5TH FL
100 N CLOSNER BLVD
EDINBURG TX
78541

When Paying By Mail
Send Payment To:
XEROX CORPORATION
PO BOX 731892
DALLAS, TX
75373-1892

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

PLEASE PAY
THIS AMOUNT $69.67

07-461-7804 4 714237344 078035435 02-01-15
RF106854 C 040114 VTX85
03 6R4B 06XR N 00000 2TC5 1 B15

202100008070060 0780354359 0300069677 271423734476

0373-006

Customer Information

XEROX CORPORATION
PO BOX 660502
DALLAS TX
75266

THE EASY WAY
TO ORDER SUPPLIES
CALL OUR TOLL
FREE NUMBER
1-800-822-2200

Purchase Order Number
618742
Special Reference
ZTX00000X-000
Contract Number
NET 30 DAYS
Terms Of Payment

Telephone 888-435-6333
Please Direct Inquiries To:
Ship To/Installed At:

COUNTY OF HIDALGO
DISTRICT ATTY OFC
MISDEMEANOR
100 N CLOSNER BLVD
EDINBURG TX
78541

Bill To:

COUNTY OF HIDALGO
DISTRICT ATTY OFC
5TH FL
100 N CLOSNER BLVD
EDINBURG TX
78541

02-01-15
Invoice Date
078035436
Invoice Number
714237369
Customer Number

Invoice

WCM20I 20PPM CPY/PT/SC/FX SER.# RYU-004564

		AMOUNT
BASE CHARGE	JANUARY	69.67
CARRIER DELIV/INST	SER.# DRCINST	INCL
	SUB TOTAL	69.67
	TOTAL	69.67

INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT
THIS AGREEMENT INCLUDES EQUIPMENT, MAINTENANCE AND SUPPLY CHARGES
THIS COST PER COPY AGREEMENT RENEWS ON 03-30-15

INVOICE RECEIVED BY.
Rfundejo on 2/9/15
GOODS/SERVICES RECEIVED BY:
Rfundejo on 1-31-15
5-1100-412-00-080-002-0-780

XEROX FEDERAL IDENTIFICATION #16-0468020

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
COUNTY OF HIDALGO
DISTRICT ATTY OFC
MISDEMEANOR
100 N CLOSNER BLVD
EDINBURG TX
78541

Bill To
COUNTY OF HIDALGO
DISTRICT ATTY OFC
5TH FL
100 N CLOSNER BLVD
EDINBURG TX
78541

When Paying By Mail
Send Payment To:
XEROX CORPORATION
PO BOX 731892
DALLAS, TX
75373-1892

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

PLEASE PAY
THIS AMOUNT $69.67

07-461-7804 4 714237369 078035436 02-01-15
RF106855 C 040114 VTX85
03 6R4B 06XR N 00000 2TC5 1 B15

202100008070060 078035436B 0300069677 271423736906

0373-004

Customer Information

XEROX CORPORATION
PO BOX 660502
DALLAS TX
75266

THE EASY WAY
TO ORDER SUPPLIES
CALL OUR TOLL
FREE NUMBER
1-800-822-2200

xerox

Purchase Order Number
618742
Special Reference
ZTX00000X-000
Contract Number
NET 30 DAYS
Terms Of Payment

Telephone 888-435-6333
Please Direct Inquiries To:
Ship To/Installed At:

COUNTY OF HIDALGO
DISTRICT ATTY OFC
MISDEMEANOR
100 N CLOSNER BLVD
EDINBURG TX
78541

Bill To:

COUNTY OF HIDALGO
DISTRICT ATTY OFC
5TH FL
100 N CLOSNER BLVD
EDINBURG TX
78541

02-01-15
Invoice Date
078035437
Invoice Number
714237377
Customer Number

Invoice

WCM20I 20PPM CPY/PT/SC/FX SER.# RYU-004686

		AMOUNT
BASE CHARGE	JANUARY	69.67
CARRIER DELIV/INST	SER.# DRCINST	INCL
	SUB TOTAL	69.67
	TOTAL	69.67

INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT
THIS AGREEMENT INCLUDES EQUIPMENT, MAINTENANCE AND SUPPLY CHARGES
THIS COST PER COPY AGREEMENT RENEWS ON 03-30-15

INVOICE RECEIVED BY.
Rfernandez on 2/9/15
GOODS/SERVICES RECEIVED BY:
Rfernandez on 1/1-31/15
5-1100-412-00-080-002-0-780

XEROX FEDERAL IDENTIFICATION #16-0468020

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
COUNTY OF HIDALGO
DISTRICT ATTY OFC
MISDEMEANOR
100 N CLOSNER BLVD
EDINBURG TX
78541

Bill To
COUNTY OF HIDALGO
DISTRICT ATTY OFC
5TH FL
100 N CLOSNER BLVD
EDINBURG TX
78541

When Paying By Mail
Send Payment To:
XEROX CORPORATION
PO BOX 731892
DALLAS, TX
75373-1892

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

07-461-7804 4 714237377 078035437 02-01-15 PLEASE PAY THIS AMOUNT $69.67
RF106856 C 040114 VTX85
03 6R4B 06XR N 00000 2TC5 1 B15

202100008070060 0780354377 0300069677 271423737756

0373-002

Customer Information

XEROX CORPORATION
PO BOX 660502
DALLAS TX
75266

THE EASY WAY
TO ORDER SUPPLIES
CALL OUR TOLL
FREE NUMBER
1-800-822-2200

Purchase Order Number
618742
Special Reference
ZTX00000X-000
Contract Number
NET 30 DAYS
Terms Of Payment

Telephone 888-435-6333
Please Direct Inquiries To:
Ship To/Installed At:

COUNTY OF HIDALGO
DISTRICT ATTY OFC
FELONY 1
100 N CLOSNER BLVD
EDINBURG TX
78541

Bill To:

COUNTY OF HIDALGO
DISTRICT ATTY OFC
5TH FL
100 N CLOSNER BLVD
EDINBURG TX
78541

02-01-15
Invoice Date
078035438
Invoice Number
714237393
Customer Number

Invoice

WCM20I 20PPM CPY/PT/SC/FX SER.# RYU-004688

		AMOUNT
BASE CHARGE	JANUARY	69.67
CARRIER DELIV/INST	SER.# DRCINST	INCL
	SUB TOTAL	69.67
	TOTAL	69.67

INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT
THIS AGREEMENT INCLUDES EQUIPMENT, MAINTENANCE AND SUPPLY CHARGES
THIS COST PER COPY AGREEMENT RENEWS ON 03-30-15

INVOICE RECEIVED BY.
RGudeo on 2/9/15
GOODS/SERVICES RECEIVED BY:
RGudeo on 1/1-31/15
5-1100-412-60-080-002-0-780

XEROX FEDERAL IDENTIFICATION #16-0468020

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
COUNTY OF HIDALGO
DISTRICT ATTY OFC
FELONY 1
100 N CLOSNER BLVD
EDINBURG TX
78541

Bill To
COUNTY OF HIDALGO
DISTRICT ATTY OFC
5TH FL
100 N CLOSNER BLVD
EDINBURG TX
78541

When Paying By Mail
Send Payment To:
XEROX CORPORATION
PO BOX 731892
DALLAS, TX
75373-1892

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

PLEASE PAY
THIS AMOUNT $69.67

07-461-7804 4 714237393 078035438 02-01-15
RF106857 C 040114 VTX85
03 6R4B 06XR N 00000 2TC5 1 B15

202100008070060 078035438G 0300069677 271423739352

0373-007

Customer Information

XEROX CORPORATION
PO BOX 660502
DALLAS TX
75266

THE EASY WAY
TO ORDER SUPPLIES
CALL OUR TOLL
FREE NUMBER
1-800-822-2200

Purchase Order Number
618742
Special Reference
ZTX00000X-000
Contract Number
NET 30 DAYS
Terms Of Payment

Telephone 888-435-6333
Please Direct Inquiries To:
Ship To/Installed At:

COUNTY OF HIDALGO
DISTRICT ATTY OFC
FELONY INTAKE
100 N CLOSNER BLVD
EDINBURG TX
78541

Bill To:

COUNTY OF HIDALGO
DISTRICT ATTY OFC
5TH FL
100 N CLOSNER BLVD
EDINBURG TX
78541

02-01-15
Invoice Date
078035439
Invoice Number
714237419
Customer Number

Invoice

WCM20I 20PPM CPY/PT/SC/FX SER.# RYU-004685

		AMOUNT
BASE CHARGE	JANUARY	69.67
CARRIER DELIV/INST	SER.# DRCINST	INCL
	SUB TOTAL	69.67
	TOTAL	69.67

INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT
THIS AGREEMENT INCLUDES EQUIPMENT, MAINTENANCE AND SUPPLY CHARGES
THIS COST PER COPY AGREEMENT RENEWS ON 03-30-15

INVOICE RECEIVED BY:
RGonzalez on 2/9/15
GOODS/SERVICES RECEIVED BY:
RGonzalez on 1-31-15
5-1100-A12-00-080-002-0-780

XEROX FEDERAL IDENTIFICATION #16-0468020

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
COUNTY OF HIDALGO
DISTRICT ATTY OFC
FELONY INTAKE
100 N CLOSNER BLVD
EDINBURG TX
78541

Bill To
COUNTY OF HIDALGO
DISTRICT ATTY OFC
5TH FL
100 N CLOSNER BLVD
EDINBURG TX
78541

When Paying By Mail
Send Payment To:
XEROX CORPORATION
PO BOX 731892
DALLAS, TX
75373-1892

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

07-461-7804 4 714237419 078035439 02-01-15 PLEASE PAY THIS AMOUNT $69.67
RF106858 C 040114 VTX85
03 6R4B 06XR N 00000 2TC5 1 B15

202100008070060 0780354395 0300069677 271423741984

0373-008

Customer Information

XEROX CORPORATION
PO BOX 660502
DALLAS TX
75266

THE EASY WAY
TO ORDER SUPPLIES
CALL OUR TOLL
FREE NUMBER
1-800-822-2200

xerox

Purchase Order Number
618742
Special Reference
ZTX00000X-000
Contract Number
NET 30 DAYS
Terms Of Payment

Telephone 888-435-6333
Please Direct Inquiries To:
Ship To/Installed At:

COUNTY OF HIDALGO
DISTRICT ATTY OFC
APPEALS
100 N CLOSNER BLVD
EDINBURG TX
78541

Bill To:

COUNTY OF HIDALGO
DISTRICT ATTY OFC
5TH FL
100 N CLOSNER BLVD
EDINBURG TX
78541

02-01-15
Invoice Date
078035440
Invoice Number
714237427
Customer Number

Invoice

WCM20I 20PPM CPY/PT/SC/FX SER.# RYU-004711

		AMOUNT
BASE CHARGE	JANUARY	69.67
CARRIER DELIV/INST	SER.# DRCINST	INCL
	SUB TOTAL	69.67
	TOTAL	69.67

INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT
THIS AGREEMENT INCLUDES EQUIPMENT, MAINTENANCE AND SUPPLY CHARGES
THIS COST PER COPY AGREEMENT RENEWS ON 03-30-15

INVOICE RECEIVED BY.
RGudgo on 2/9/15
GOODS/SERVICES RECEIVED BY.
RGudgo on 1/1-31/15
5-1100-412-00-080-002-0-780

XEROX FEDERAL IDENTIFICATION #16-0468020

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
COUNTY OF HIDALGO
DISTRICT ATTY OFC
APPEALS
100 N CLOSNER BLVD
EDINBURG TX
78541

Bill To
COUNTY OF HIDALGO
DISTRICT ATTY OFC
5TH FL
100 N CLOSNER BLVD
EDINBURG TX
78541

When Paying By Mail
Send Payment To:
XEROX CORPORATION
PO BOX 731892
DALLAS, TX
75373-1892

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

07-461-7804 4 714237427 078035440 02-01-15 PLEASE PAY THIS AMOUNT $69.67
RF106859 C 040114 VTX85
03 6R4B 06XR N 00000 2TC5 1 B15

202100008070060 0780354407 0300069677 271423742732

0373-005

Customer Information

XEROX CORPORATION
PO BOX 660502
DALLAS TX
75266

THE EASY WAY
TO ORDER SUPPLIES
CALL OUR TOLL
FREE NUMBER
1-800-822-2200

Purchase Order Number
618742
Special Reference
ZTX00000X-000
Contract Number
NET 30 DAYS
Terms Of Payment

Telephone 888-435-6333
Please Direct Inquiries To:
Ship To/Installed At:

COUNTY OF HIDALGO
DISTRICT ATTY OFC
CIVIL
100 N CLOSNER BLVD
EDINBURG TX
78541

Bill To:

COUNTY OF HIDALGO
DISTRICT ATTY OFC
5TH FL
100 N CLOSNER BLVD
EDINBURG TX
78541

02-01-15
Invoice Date
078035441
Invoice Number
714237435
Customer Number

Invoice

WCM20I 20PPM CPY/PT/SC/FX SER.# RYU-004706

		AMOUNT
BASE CHARGE	JANUARY	69.67
CARRIER DELIV/INST	SER.# DRCINST	INCL
	SUB TOTAL	69.67
	TOTAL	69.67

INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT
THIS AGREEMENT INCLUDES EQUIPMENT, MAINTENANCE AND SUPPLY CHARGES

INVOICE RECEIVED BY.
Rgendejo on 2/9/15
GOODS/SERVICES RECEIVED BY.
Rgendejo on 1/1-31/15
5-1100-412-00-080-002-0-780

XEROX FEDERAL IDENTIFICATION #16-0468020

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
COUNTY OF HIDALGO
DISTRICT ATTY OFC
CIVIL
100 N CLOSNER BLVD
EDINBURG TX
78541

Bill To
COUNTY OF HIDALGO
DISTRICT ATTY OFC
5TH FL
100 N CLOSNER BLVD
EDINBURG TX
78541

When Paying By Mail
Send Payment To:
XEROX CORPORATION
PO BOX 731892
DALLAS, TX
75373-1892

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

PLEASE PAY
THIS AMOUNT $69.67

07-461-7804 4 714237435 078035441 02-01-15 VTX85
RF106860 C 050114
03 6R4B 06XR N 00000 2TC5 1 B15

202100008070060 0780354416 0300069677 271423743582

Customer Information

Refer Inquiries and Correspondence to:
XEROX CORPORATION 1360-001
PO BOX 660502
DALLAS TX 75266-0502

THE EASY WAY TO ORDER SUPPLIES CALL OUR TOLL FREE NUMBER 1-800-822-2200

Purchase Order Number
334255-C1806879
Special Reference

Contract Number
957051097

Telephone
888-435-6333

Terms and Conditions of Payment
PAYABLE UPON RECEIPT

Ship To/Installed At
COUNTY OF HIDALGO
DISTRICT ATTY OFFICE
CIVIL 5TH FLOOR
100 N CLOSNER BLVD
EDINBURG TX
78541
FOR ADDRESS CORRECTION SEE REVERSE SIDE.

Bill To
COUNTY OF HIDALGO
DISTRICT ATTY OFFICE
PO BOX 87
EDINBURG TX
78540

Invoice Date
02-04-15
Invoice Number
501676008
Customer Number
957051097
Please reference this number on all inquiries to Xerox

Invoice

INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT

CC238 COPIER/STASERIAL NUMBER URR-052823

RENEWAL PAYMENT AMT	$155.53
TOTAL PAYMENT DUE	$155.53

ASSOCIATED SERIAL NUMBERS:
2000FCFIN 3HOLE

INVOICE RECEIVED BY.
Rgendo on 2/9/15
GOODS/SERVICES RECEIVED BY.
Rgendo on 1/1-31/15
5-1100-412-00-080-002-0-442

INVOICE 10 OF YOUR ANNUAL RENEWAL

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
COUNTY OF HIDALGO
DISTRICT ATTY OFFICE
CIVIL 5TH FLOOR
100 N CLOSNER BLVD
EDINBURG TX
78541

Bill To
COUNTY OF HIDALGO
DISTRICT ATTY OFFICE
PO BOX 87
EDINBURG TX
78540

When Paying By Mail Send Payment To:
XEROX CORPORATION
PO BOX 731892
DALLAS, TX
75373-1892

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

07-461-7804 957051097 501676008 02-04-15 PLEASE PAY THIS AMOUNT $155.53

2981 R004879

202100008070060 5016760083 0300155534 295705109778

Customer Information

Refer Inquiries and Correspondence to:
XEROX CORPORATION 1357-001
PO BOX 660502
DALLAS TX 75266-0502

THE EASY WAY TO ORDER SUPPLIES CALL OUR TOLL FREE NUMBER 1-800-822-2200

Purchase Order Number
334255-CL0806879
Special Reference

Contract Number
957051105

Telephone
888-435-6333

Terms and Conditions of Payment
PAYABLE UPON RECEIPT

Ship To/Installed At
COUNTY OF HIDALGO
DISTRICT ATTY OFC
HOT CK DEPT 3RD FL
100 N CLOSNER BLVD
EDINBURG TX
78541

FOR ADDRESS CORRECTION SEE REVERSE SIDE.

Bill To
COUNTY OF HIDALGO
DISTRICT ATTY OFC
CNTY COURTHOUSE FL 3
100 N CLOSNER BLVD
EDINBURG TX
78541

Invoice Date
02-04-15
Invoice Number
501676009
Customer Number
957051105
Please reference this number on all inquiries to Xerox

INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT

CC123 DUP/DADF SERIAL NUMBER TFW-014931

RENEWAL PAYMENT AMT $94.40

TOTAL PAYMENT DUE $94.40

Invoice

ASSOCIATED SERIAL NUMBERS:
23-28STND

INVOICE RECEIVED BY.
RSendejo on 2/9/15
GOODS/SERVICES RECEIVED BY:
RSendejo on 1/1-31/15
5-1100-412-00-080-002-0-422

INVOICE 11 OF YOUR ANNUAL RENEWAL

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
COUNTY OF HIDALGO
DISTRICT ATTY OFC
HOT CK DEPT 3RD FL
100 N CLOSNER BLVD
EDINBURG TX
78541

Bill To
COUNTY OF HIDALGO
DISTRICT ATTY OFC
CNTY COURTHOUSE FL 3
100 N CLOSNER BLVD
EDINBURG TX
78541

When Paying By Mail Send Payment To:
XEROX CORPORATION
PO BOX 731892
DALLAS, TX
75373-1892

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

07-461-7804 957051105 501676009 02-04-15

PLEASE PAY THIS AMOUNT

Invoice Amount
$94.40

2981 R004880

202100008070060 5016760092 0300094400 295705110558

xerox

Customer Information

Refer Inquiries and Correspondence to:
XEROX CORPORATION 1358-001
PO BOX 660502
DALLAS TX 75266-0502

THE EASY WAY TO ORDER SUPPLIES CALL OUR TOLL FREE NUMBER 1-800-822-2200

Purchase Order Number
334255-CL0806879
Special Reference

Contract Number
957051154

Telephone
888-435-6333

Terms and Conditions of Payment
PAYABLE UPON RECEIPT

Ship To/Installed At
COUNTY OF HIDALGO
DISTRICT ATTY OFFICE
MISDEMEANOR - 5TH FL
100 N CLOSNER BLVD
EDINBURG TX
78541
FOR ADDRESS CORRECTION SEE REVERSE SIDE.

Bill To
COUNTY OF HIDALGO
DISTRICT ATTY OFFICE
100 N CLOSNER
EDINBURG TX
78541

Invoice Date
02-04-15
Invoice Number
501676010
Customer Number
957051154
Please reference this number on all inquiries to Xerox

Invoice

INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT

CC123 DUP/DADF SERIAL NUMBER TFW-014649

RENEWAL PAYMENT AMT	$94.40
TOTAL PAYMENT DUE	$94.40

ASSOCIATED SERIAL NUMBERS:
23-28STND

INVOICE RECEIVED BY.
RGuedo on 2/9/15
GOODS/SERVICES RECEIVED BY.
RGuedo on 1/1-31/15
5-1100-412-00-080-002-0-442

INVOICE 11 OF YOUR ANNUAL RENEWAL

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
COUNTY OF HIDALGO
DISTRICT ATTY OFFICE
MISDEMEANOR - 5TH FL
100 N CLOSNER BLVD
EDINBURG TX
78541

Bill To
COUNTY OF HIDALGO
DISTRICT ATTY OFFICE
100 N CLOSNER
EDINBURG TX
78541

When Paying By Mail Send Payment To:
XEROX CORPORATION
PO BOX 731892
DALLAS, TX
75373-1892

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

07-461-7804 957051154 501676010 02-04-15 PLEASE PAY THIS AMOUNT $94.40

2981 R004881

202100008070060 5016760104 0300094400 295705115434

Customer Information

Refer Inquiries and Correspondence to:
XEROX CORPORATION 1356-001
PO BOX 660502
DALLAS TX 75266-0502

THE EASY WAY TO ORDER SUPPLIES CALL OUR TOLL FREE NUMBER 1-800-822-2200

Purchase Order Number
334255-C10806879
Special Reference

Contract Number
957051279

Telephone
888-435-6333

Terms and Conditions of Payment
PAYABLE UPON RECEIPT

Ship To/Installed At
COUNTY OF HIDALGO
DA'S OFFICE
3RD FL
100 N CLOSNER
EDINBURG TX
78541

FOR ADDRESS CORRECTION SEE REVERSE SIDE.

Bill To
COUNTY OF HIDALGO
DA'S OFC.ROY CAZARES
5TH FL,RM 509
100 N CLOSNER BLVD
EDINBURG TX
78541

Invoice Date
02-04-15
Invoice Number
501676013
Customer Number
957051279
Please reference this number on all inquiries to Xerox

Invoice

INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT

CC123 DUP/DADF SERIAL NUMBER TFW-014787

RENEWAL PAYMENT AMT	$94.40
TOTAL PAYMENT DUE	$94.40

ASSOCIATED SERIAL NUMBERS:
23-28STND

INVOICE RECEIVED BY.
[signature] on 2/9/15
GOODS/SERVICES RECEIVED BY:
[signature] on 1/1-31/15
5-1100-412-00-080-002-0-442

INVOICE 11 OF YOUR ANNUAL RENEWAL

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
COUNTY OF HIDALGO
DA'S OFFICE
3RD FL
100 N CLOSNER
EDINBURG TX
78541

Bill To
COUNTY OF HIDALGO
DA'S OFC.ROY CAZARES
5TH FL,RM 509
100 N CLOSNER BLVD
EDINBURG TX
78541

When Paying By Mail Send Payment To:
XEROX CORPORATION
PO BOX 731892
DALLAS, TX
75373-1892

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Invoice Amount

07-461-7804 957051279 501676013 02-04-15 PLEASE PAY THIS AMOUNT $94.40

2981 R004882

202100008070060 5016760131 0300094400 295705127998

Customer Information

Refer Inquiries and Correspondence to:
XEROX CORPORATION 1359-001
PO BOX 660502
DALLAS TX 75266-0502

THE EASY WAY TO ORDER SUPPLIES CALL OUR TOLL FREE NUMBER 1-800-822-2200

Purchase Order Number
334255-C10806879
Special Reference

Contract Number
957051337

Telephone
888-435-6333

Terms and Conditions of Payment
PAYABLE UPON RECEIPT

Ship To/Installed At
COUNTY OF HIDALGO
DISTRICT ATTY OFFICE
INTAKE 3RD FL
100 N CLOSNER BLVD
EDINBURG TX
78541

FOR ADDRESS CORRECTION SEE REVERSE SIDE.

Bill To
COUNTY OF HIDALGO
DISTRICT ATTY OFFICE
CNTY COURTHOUSE-FLR3
100 N CLOSNER
EDINBURG TX
78541

Invoice Date
02-04-15
Invoice Number
501676014
Customer Number
957051337
Please reference this number on all inquiries to Xerox

Invoice

INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT

CC123 DUP/DADF SERIAL NUMBER TFW-014938

RENEWAL PAYMENT AMT $94.40

TOTAL PAYMENT DUE $94.40

ASSOCIATED SERIAL NUMBERS:
23-28STND

INVOICE RECEIVED BY.
[signature] on 2/9/15
GOODS/SERVICES RECEIVED BY.
[signature] on 1/1-31/15
5-1100-412-00-080-002-0-442

INVOICE 11 OF YOUR ANNUAL RENEWAL

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
COUNTY OF HIDALGO
DISTRICT ATTY OFFICE
INTAKE 3RD FL
100 N CLOSNER BLVD
EDINBURG TX
78541

Bill To
COUNTY OF HIDALGO
DISTRICT ATTY OFFICE
CNTY COURTHOUSE-FLR3
100 N CLOSNER
EDINBURG TX
78541

When Paying By Mail Send Payment To:
XEROX CORPORATION
PO BOX 731892
DALLAS, TX
75373-1892

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

07-461-7804 957051337 501676014 02-04-15 PLEASE PAY THIS AMOUNT $94.40

2981 R004883

202100008070060 5016760140 0300094400 295705133724

Customer Information

Refer Inquiries and Correspondence to:
XEROX CORPORATION 1356-002
PO BOX 660502
DALLAS TX 75266-0502

THE EASY WAY TO ORDER SUPPLIES CALL OUR TOLL FREE NUMBER 1-800-822-2200

Purchase Order Number
334255-C10806879
Special Reference

Contract Number
957051378

Telephone
888-435-6333

Terms and Conditions of Payment
PAYABLE UPON RECEIPT

Ship To/Installed At
COUNTY OF HIDALGO
DA'S OFFICE
3RD FL
100 N CLOSNER
EDINBURG TX
78541
FOR ADDRESS CORRECTION SEE REVERSE SIDE.

Bill To
COUNTY OF HIDALGO
DA'S OFC.ROY CAZARES
5TH FL,RM 509
100 N CLOSNER BLVD
EDINBURG TX
78541

Invoice Date
02-04-15
Invoice Number
501676015
Customer Number
957051378
Please reference this number on all inquiries to Xerox

Invoice

INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT

CC123 DUP/DADF SERIAL NUMBER TFW-014807

RENEWAL PAYMENT AMT	$94.40
TOTAL PAYMENT DUE	$94.40

ASSOCIATED SERIAL NUMBERS:
23-28STND

INVOICE RECEIVED BY.
[signature] on 2/9/15
GOODS/SERVICES RECEIVED BY.
[signature] on 1/1-31/15
5-1100-412-00-080-002-0-422

INVOICE 11 OF YOUR ANNUAL RENEWAL

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
COUNTY OF HIDALGO
DA'S OFFICE
3RD FL
100 N CLOSNER
EDINBURG TX
78541

Bill To
COUNTY OF HIDALGO
DA'S OFC.ROY CAZARES
5TH FL,RM 509
100 N CLOSNER BLVD
EDINBURG TX
78541

When Paying By Mail Send Payment To:
XEROX CORPORATION
PO BOX 731892
DALLAS, TX
75373-1892

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

07-461-7804 957051378 501676015 02-04-15 PLEASE PAY THIS AMOUNT $94.40

2981 R004884

202100008070060 5016760159 0300094400 295705137856

AI -48440 **Tax Office** **12. A.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Mary Garcia, TAX OFFICE **Submitted By:** Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Consideration and approval is hereby requested to establish/create an account with the United States Postmaster at 412 S. Jackson Rd in Edinburg, Texas 78539 in the amount of $1,800.00 for the return of the address correction forms that are returned due to incorrect addresses; with authority for County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.

BACKGROUND

Purchase Oder#: 719559

It has been requested by the the U.S. Postmaster for the Tax Office to establish an account for the return of the address correction forms that necessitate (policy) the processing of these pieces on a daily basis. More importantly, this would provide the office with an up-to-date listing with the authority of the County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-15-140-001-0-535

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

BUDGETARY IMPACT:

PO# 719559 available balance as of 2-11-15 $1,800.00

Attachments

Postmaster 48440

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/10/2015 01:25 PM
Manuel Chapa	Manuel Chapa	02/11/2015 04:26 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Mary Garcia		Started On: 02/10/2015 10:29 AM
Final Approval Date: 02/27/2015		

Mary Garcia-Jackson

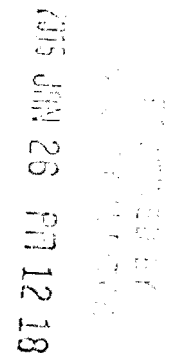
From: Moreno, Jaime - Edinburg, TX [Jaime.Moreno@usps.gov]
Sent: Friday, December 12, 2014 2:54 PM
To: Mary Garcia-Jackson
Cc: Moreno, Jaime - Edinburg, TX
Subject: Postage Due Invoice
Attachments: Hidalgo Post Due Inv..pdf

Mary:

Attached please find the invoice for the postage due mail you requested. I'd like to discuss with you the possibility of establishing a postage due account here at the post office. Our policies necessitate the processing of these items on a daily basis. More important, this would provide you with up-to-date customer addresses to meet your needs.

At your convenience, please call me at 383-3866.

Thanks & Have A Great Weekend.



Purchase Order
COUNTY OF HIDALGO

PO# 719559

DATE: 01/15/15

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 28894 REQ: 00268754

PHONE:

EMAIL:

SHIP TO: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

POSTMASTER
410 S. JACKSON
EDINBURG TX 78539-9998

CONTACT:

SITE: TAX ASSESSOR-COLLECTOR

CONTRACT NO:

SPECIAL INSTRUCTIONS: C-3

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	YEAR	OM OPEN PO FOR THE RETURN OF ADDRESS CORRECTION FORMS	1,800.00	1,800.00
		TOTAL:		1,800.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		5-1100-415-15-140-001-0-535 1,800.00		
		-96357 Postage related purchases $0--		

Authorized by: Martha L Salazar

AI -48639 **Health & Human Services Dept.** **13. A.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit grant application for the CPS/EBOLA funding allocation in the amount of $44,322.00 to be made available for the period of 05/01/2015 through 09/30/2016.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No local match required.

Attachments

Award Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/26/2015 10:12 AM
Manuel Chapa	Manuel Chapa	02/27/2015 04:59 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Mike Escaname Started On: 02/25/2015 08:50 AM

Final Approval Date: 02/27/2015

From: "Wilczynski,Jonah (DSHS)" <Jonah.Wilczynski@dshs.state.tx.us>
To: "Eddie.Olivarez@hchd.org" <Eddie.Olivarez@hchd.org>, "Evangelina.Rubio@hchd.org" <Evangelina.Rubio@hchd.org>, "mike.escaname@hchd.org" <mike.escaname@hchd.org>, "josie.escalante@hchd.org" <josie.escalante@hchd.org>, "sandra.garza@hchd.org" <sandra.garza@hchd.org>, "nancy.trevino@hchd.org" <nancy.trevino@hchd.org>
Subject: Ebola Supplemental Funding - Hidalgo County
Date: 2/24/2015 3:47:46 PM

Dear Colleagues,

The Department of State Health Services (DSHS), Community Preparedness Section (CPS) is anticipating the release of funds for a PHEP Supplemental for Ebola Preparedness and Response Activities.

This is a one-time funding contract.

Attached is a blank budget template. DSHS Contract Management Unit (CMU) requests you complete and return the completed budget to your Assigned Contract Manager (ACM), Jonah Wilczynski, by COB on Tuesday, March 10, 2015.
The Program ID for this contract will be CPS/EBOLA and your approved funding allocation is $ 44,322. This contract will run 05/01/2015 – 09/30/2016. Please let me know if you have any questions.

Thank you,

Jonah Wilczynski, CTCM
Contract Manager
DCPS/RLHS Contract Management Unit
1100 W. 49th Street Austin, Texas 78756
Mail Code: 1990
512/776-3968 (Direct), 512/776-7391 (Fax)

AI -48609 **Health & Human Services Dept.** **13. B.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

PHEP DISCRETIONARY (1293)
Requesting approval of the Interlocal Cooperation Agreement between City of McAllen and Hidalgo County. The purpose of the Agreement is to provide the South Texas Hurricane Conference for personnel who respond and provide services in cases of emergencies involving hurricanes and other potential public calamities.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1293-441-00-340-047-5-320

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

BUDGETARY IMPACT:

Available balance as of 2-24-15 $66,000.00; funding pending 2014 balance rollover and approval of LIT (AI# 48542 $4,000.00).

Line item transfer AI-48542 on 03/03/15 will place enough funds to cover amount.

Attachments

Legal Review
Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/24/2015 08:30 AM
Manuel Chapa	Manuel Chapa	02/24/2015 11:34 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Mike Escaname		Started On: 02/23/2015 09:16 AM
Final Approval Date: 02/27/2015		

Mike Escaname

From: Nancy Trevino <nancy.trevino@hchd.org>
Sent: Wednesday, February 11, 2015 1:12 PM
To: 'Mike Escaname'
Cc: Eva Rubio
Subject: AAPROVED INTERLOCAL for STHC
Attachments: Interlocal Agreement City of McAllen 1-22-15.docx

Importance: High

Mike,
As per your request… email form Victor Garza, DA LEGAL TEAM.
Thank you,
Nancy

From: Victor M. Garza [mailto:victor.garza@da.co.hidalgo.tx.us]
Sent: Tuesday, February 03, 2015 4:07 PM
To: 'Nancy Trevino'
Cc: 'Eddie Olivarez'; 'Eva Rubio'; 'Mike Escaname'
Subject: RE: INTERLOCAL for the South Texas Hurricane Conference

Please see attached revised interlocal agreement. Subject to the recommended revisions, our office approves as to form.

Thank you for your time and consideration.

Respectfully,

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

****
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****

From: Nancy Trevino [mailto:nancy.trevino@hchd.org]
Sent: Thursday, January 22, 2015 4:50 PM
To: Victor M. Garza; michael.garza@da.co.hidalgo.tx.us; josephine.ramirez@da.co.hidalgo.tx.us

Cc: Eddie Olivarez; Eva Rubio; mike.escaname@hchd.org
Subject: INTERLOCAL for the South Texas Hurricane Conference

Good afternoon,
I am attaching the Interlocal for the 2015 South Texas Hurricane Conference which is scheduled for April 14-15, 2015 at the McAllen Convention Center..
Could you please review and if found suitable would you please review and approve it for us?

The following items were modified from last year's Interlocal:

1. The dollar amount for the County and the dollar amount for McAllen
2. The number of attendees
3. Mayor James Darling's name (added)

I appreciate your time and efforts!

Thank you,
Nancy

Nancy Pearl Trevino, MS, CPS, ICPS
Public Health Emergency Preparedness
Asst. Coordinator
Hidalgo County Health and Human Services
1304 S. 25th Ave.
Edinburg, TX 78539

Office: 956-318-2426 Ext. 7337
fax: 956-318-2431
email: nancy.trevino@hchd.org

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STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF MCALLEN, TEXAS
AND HIDALGO COUNTY, TEXAS

THIS Agreement is made on this the 3rd day of March, 2015, by and between the **CITY OF MCALLEN, TEXAS** and the **COUNTY OF HIDALGO, TEXAS**, by and through its Department of Health and Human Services, hereinafter referred to as the "County" , pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County is a county in the State of Texas;

WHEREAS, McAllen is a city in the County of Hidalgo, State of Texas

WHEREAS, the County and the City of McAllen, Texas desire to provide the South Texas Hurricane Conference for personnel, including emergency response managers, first-line supervisors and administrators who will function as incident commanders, emergency management coordinators, public utility workers, local stakeholders at all levels of government, private sector, public health, non-profit organizations, and any other entity including the volunteers from the general public who respond and provide services in cases of emergencies involving hurricanes, natural disasters and other potential public calamities primarily in mitigation, preparedness, response and recovery;

WHEREAS, the County and City of McAllen, Texas desire to enter into the Agreement in an effort to provide the South Texas Hurricane Conference and make the most efficient use of their resources for necessary training, networking, and professional development as stated herein in the most practicable and efficient manner possible;

WHEREAS, the County will collaborate with the City of McAllen, Texas to provide an adequate facility and services in which to provide the South Texas Hurricane Conference and host the specialized conference described herein;

WHEREAS, the City of McAllen, Texas and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. City of McAllen, Texas and the County shall provide up to 900 participants for the South Texas Hurricane Conference at no cost to the participants.

2. City of McAllen, Texas and the County agree to provide a suitable conference facility and exhibit hall in which the South Texas Hurricane Conference will be conducted

3. The South Texas Hurricane Conference will be conducted April 14-15, 2015.

4. City of McAllen, Texas shall provide up to $5,000 (five thousand dollars) to support the South Texas Hurricane Conference costs.

5. County shall provide a firm fixed fee of Seventy Thousand Dollars ($70,000) to City of McAllen, Texas for the South Texas Hurricane Conference costs.

6. The costs described in paragraph 5 above include all costs to the County for the venue and management services.

7. **Insurance:** City of McAllen, Texas is self-insured.

8. **Termination**. Either party may terminate this agreement upon thirty (30) days written notice to the non-terminating party for any reason or no reason at all.

9. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of the 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 even the affected provision or provision of this Agreement shall by modified only to the extent necessary to bring them within the legal requirement and only during the time such conflicts exists.

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

11. **Entire Agreement**: The Agreement contains the entire contact among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation 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 City of McAllen, Texas and the County, and not otherwise.

12. **Liabilities:** "This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither City of McAllen nor Hidalgo County waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties."

13. **Notice**: Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by commercial courier with delivery signature required, and addresses to the parties at the addresses set forth below or at such other addresses as nay been theretofore specified by written notice delivered in accordance herewith:

If to City of McAllen, Texas:	City of McAllen James E. Darling, Mayor 1300 West Houston Avenue, McAllen, TX 78501 (956) 681-1003
If to the County:	County of Hidalgo Attn: County Judge 302 W. University Drive Edinburg, TX 78539 956-318-2600 956-318-2699

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given or all purposes at such time as it is personally delivered to the addressee or, if sent by way of commercial courier, at such time as it is delivered to the commercial courier.

14. **Additional Documents**: The parties hereto warrant 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 the Agreement.

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

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

17. **Authority to Execute**: The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolution, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

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

19. **Severability**: Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of the Agreement, and such part of the Agreement will be deemed to have been stricken hereto from and the remainder of the Agreement will have the same force and effect as if such part or parts had never been included herein.

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

HIDALGO COUNTY, TEXAS

_____
Signature

Ramon Garcia
Name

Hidalgo County Judge
Title

_____
Date

CITY OF MCALLEN, TEXAS

_____
Signature

_____
Name

_____
Title

_____
Date

AI -48515 **Adult Probation** **14. A.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: ADULT PROBATION

Information

CAPTION

Applications for Adult Probation for the 2016 Grant Cycle of the Criminal Justice Division (CJD) of the Governor's Office:

1. Hidalgo County DWI Court

a. Permission to apply for the continuation of the Hidalgo County DWI Court

b. Permission to be appointed the Authorized Official for the Hidalgo County DWI Court

2. Hidalgo County Veterans Court

a. Permission to apply for the continuation of the Hidalgo County Veterans Court

b. Permission to be appointed the Authorized Official for the Hidalgo County Veterans Court

3. Monitoring Compliance for High Risk Offenders Program

a. Permission to apply for the continuation of the Monitoring Compliance for High Risk Offenders Program

b. Permission to be appointed the Authorized Official for the Monitoring Compliance for High Risk Offenders Program

4. Hidalgo County Prostitution Prevention Court Program

a. Permission to apply for the continuation of the Hidalgo County Prostitution Prevention Court Program

b. Permission to be appointed the Authorized Official for the Hidalgo County Prostitution Prevention Court Program

5. Hidalgo County CSCD Re-entry Court

a. Permission to apply for the continuation of the Hidalgo County CSCD Re-entry Court Program

b. Permission to be appointed the Authorized Official for the Hidalgo County CSCD

Re-entry Court

6. Hidalgo County Mental Health Court
a. Permission to apply for the Hidalgo County Mental Health Court
b. Permission to be appointed the Authorized Official for the Hidalgo County Mental Health Court

7. Misdemeanor DWI Court Program
a. Permission to apply for the Misdemeanor DWI Court Program
b. Permission to be appointed the Authorized Official for the Misdemeanor DWI Court Program

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Permission to apply for various grants

No local match

Attachments

Re-entry
VETS
DWI
High Risk
Prostitution
Felony
Mental Health

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/13/2015 11:05 AM
Manuel Chapa	Manuel Chapa	02/27/2015 04:59 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Monica Badillo Started On: 02/13/2015 10:53 AM

Final Approval Date: 02/27/2015

Hidalgo County CSCD Re-entry Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County CSCD Re-entry Court be operated for the 2016 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County CSCD Re-entry Court to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this _____ day of _____ 2015

Grant Number: _2800302_____

Hidalgo County Veteran's Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Veteran's Court be operated for the 2016 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Veteran's Court to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this _____ day of _____ 2015

Grant Number: _2431505_____

Misdemeanor DWI Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Misdemeanor DWI Court be operated for the 2016 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Misdemeanor DWI Court to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this _____ day of _____ 2015

Grant Number: _2881401_____

Monitoring Compliance for High Risk Offenders

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Monitoring Compliance for High Risk Offenders program be operated for the 2016 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Monitoring Compliance for High Risk Offenders program to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this _____ day of _____ 2015

Grant Number: _2725303

Hidalgo County Prostitution Court Program

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Prostitution Court Program be operated for the 2016 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the the Hidalgo County Prostitution Court Program to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this _____ day of _____ 2015

Grant Number: _2752003_____

Hidalgo County DWI Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County DWI Court be operated for the 2016 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County DWI Court to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this _____ day of _____ 2015

Grant Number: _2413906_____

Hidalgo County Mental Health Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Mental Health Court be operated for the 2016 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Mental Health Court to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this _____ day of _____ 2015

Grant Number: _2752003_____

AI -48436 **IT Department** **15. A.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

ELECTIONS DEPARTMENT:
Authorization and approval of plan upgrade and current service plans through the County's membership/participation with CONTRACT: DIR-SDD-1779 with awarded vendor VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:	MDN:
4	Service Plan Upgrade	Office Use	America's Choice II 400 Share EMail&Data +N&W+IN UNL @ $49.99 + $5.00 taxes/fees each line per month	956-587-8464, 956-587-8465, 956-587-8466, 956-587-8467
22	MiFi Cont. Serv.	Office Use	Mobile Broadband Access for TX Unl Data Plan @ $37.99 each per month	see attachment
85	Cell Phone Cont. Service	Office Use	State of Texas Voice Plat Rate Plan @ $3.99 + $.08 per minute each per months being used	see attachment
85	Netbooks Cont. Service	Office Use	Mobile Broadband Access for TX Unl Data Plan @ $37.99 each per month	see attachment

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-414-00-130-001-0-532

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

BUDGETARY IMPACT:

Account available balance as of 2-25-15 $26,219.48

1. Requisition# 271604 $2,639.52
2. Requisition# 271203
3. Requisition# 271201
4. Requisition# 271159

Attachments

4 Cell Phones backup
22 MiFi's backup
85 Cell Phones backup
85 Netbook backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2015 04:34 PM
Manuel Chapa	Manuel Chapa	02/27/2015 10:14 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Griselda Salazar		Started On: 02/10/2015 08:55 AM
Final Approval Date: 02/27/2015		

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: Elections Dept#: 130

Quantity: 4 new lines

Service: $19.96 /mo (x) 10 months 399.60 Account: 5-1100-414-00130-001-0-532

Service: $20.00 mo (x) 12 months = 240.00 Account: 5-1100-414-00130-001-0-532 **619/664**

Requisition Total: $639.60 **Requisition Number:** 271604

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
[signature]	Yvonne Ramon	2/12/15

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

Signature	Print Name	Date
[signature]	Valde Guerra	2/20/15

(4) IT DEPARTMENT ONLY:

Service Type Codes: America's Choice 1400 Share Email & Data @ 49.99 + 5.00 tx fees.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html. EXAMPLE 2.

Revised: 03/09/2011

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779

WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

QUOTE ID 1529162329
DATE 2/9/2015
TERM Annual (12 Months)

WIRELESS PROPOSAL FOR: Hidalgo County Elections

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL $64.09 0408 (Must Add Feature Code 73502)	4	$49.99	400	UNLIMITED	Unlimited	1,600	$0.25	$199.96	$2,399.52
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	4					1600		$199.96	$2,399.52

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM (Annual (12 Months)) $2,399.52

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
4G Galaxy S4 16GB (PP $20+, plus required BB/PDA bolt on feature)	4	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	4		$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$199.96	$2,399.52
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		$2,399.52

1Q15 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 1529162329

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.

** Equipment pricing and availability is subject to change.

*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 02/09/2015

verizon

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-SDD-1779 for Wireless Voice, Data Services and Equipment

Date: February 9, 2015

Customer Name: Hidalgo County Elections

Sales Representative: Carlos Zavala

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-SDD-1779. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Requisition

Req # 00271604

PO #

Date: 02/11/15

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: R. DIAZ
956-318-2570

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12.00	MONTH	PHONE SERVICE WITH VERIZON WIRELESS (4 PHONE LINES FOR OFFICE USE) AT 49.99 MONTH	199.96	2,399.52
12.00	MONTH	TEXES AND FEES @5.00 PER LINE FOR 12 MONTHS	20.00	240.00
		Account No	Encumbrance	
		5-1100-414-00-130-001-0-532	2,639.52	
			Freight	.00
			Total	2,639.52
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: Elections Dept#: 130

Quantity: 22 Mificards Mobile Broadband TX Unlimited Data Plans

Service: $35.98/mo (x) 6 months = $5,014.68 Account: 5-1100-414-00-130-001-0532

$37.99 x 22 mificards

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

Requisition Total: $5,014.68 **Requisition Number:** 271203

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
[signature]	Yvonne Ramon	2/5/15

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

Signature	Print Name	Date
[signature]	Valde Guerra	2/20/15

(4) IT DEPARTMENT ONLY:

Service Type Codes: Mobile Broadband Access for TX Unl. @ 37.99 each per month

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Account# 322352571-00001
MIFI Cards

No	MSN # Phone numbers	MAKE	DATE	LOCATION	SIM Card number	IMEI: Numbers	
1	956-587-2556	verizon	12092014	Warehouse	89148000001456297620	990003321460269	
2	956-587-2539	verizon	12162014	Warehouse	89148000001456147841	990003321357804	activated 12162014
3	956-587-2555	verizon	12092014	Warehouse	89148000001456179299	990003321455517	activated on 1292014
4	956-587-2551	verizon	12162014	Warehouse	89148000001342919015	990003321334399	
5	956-587-2558	verizon	12162014	Warehouse	89148000001342918314	990003321334548	activated on 12162014
6	956-587-2546	verizon	12162014	Warehouse	89148000001456264471	990003321298016	activated on 12162014
7	956-587-2542	verizon	12162014	Warehouse	89148000001342755849	990003321249282	activated on 12162014
8	956-587-2548	verizon	12162014	Warehouse	89148000001342918397	990003321334761	activated on 12162014
9	956-587-2538	verizon	12162014	Warehouse	89148000001456381069	990003321407831	activated on 12162014
10	956-587-2544	verizon	12162014	Warehouse	89148000001456089944	990003321408243	activated on 12162014
11	956-587-2557	verizon	40312	Warehouse		9111511101	
12	956-587-2547	verizon	12162014	Warehouse	89148000001456100824	990003321387421	activated on 12162014
13	956-587-2545	verizon	12092014	Warehouse	89148000001456307460	990003321460004	activated on 1292014
14	956-587-2541	verizon	12162014	Warehouse	89148000001342924239	990003321408086	activated on 12162014
15	956-587-2550	verizon	12162014	Warehouse	89148000001342919064	990003321334712	activated on 12162014
16	956-587-2543	verizon	12162014	Warehouse	89148000001456089373	990003321408003	activated on 12162014
17	956-587-2555	verizon	40312	Warehouse		9111511512	
18	956-587-2553	verizon	11182014	Warehouse	89148000001342656112	990003321082030	activated on 11182014
19	956-587-2557	verizon	12092014	Warehouse	89148000001456311611	990003321456747	
20	956-587-2552	verizon	12162014	Warehouse	89148000001342919122	990003321331288	activated on 12162014
21	956-587-2554	verizon	12162014	Warehouse	89148000001342931317	990003321334944	activated on 12162014
22	956-587-2540	verizon	12092014	Warehouse	89148000001456169639	990003321421162	

WIRELESS DATA PLANS

Custom State of Texas America's Choice℠ BlackBerry/Smartphone (Shared Minutes) Data Plan	
The calling plan below reflects the monthly access charge discount. No additional discounts apply.	
	BlackBerry/Smartphone Shared Minute Data Plan
Monthly Access Charge	$34.99
Domestic Data Allowance for Email	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Domestic Anytime Voice Minutes Per Month	0 Minutes. Minutes can share from voice and/or voice & data bundle plans
Overage Rate per minute	$0.25
Domestic Night & Weekend Minutes	Unlimited
Included Domestic Text, Picture & Video Messages	Unlimited*
NationalAccess Roaming	$0.002 per Kilobyte
Unlimited Domestic Push to Talk	Included (device dependant)
Domestic Long Distance	Included
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. No more than 50% of plans on a single account can be placed on the Additional Line Voice, Additional Line Voice & Push to Talk plans or BlackBerry/Smartphone Shared Minute Data Plan. *Defaults to Text only, must select Text, Picture & Video option.	

Mobile BroadbandAccess Data Plans		
The calling plans below reflect the monthly access charge discount. No additional discounts apply.		
	Mobile Broadband Access Only	
Monthly Access Fee	$38.50	$61.60
Domestic Data Allowance for Email and Internet/Intranet Browsing	5 Gigabytes	10 Gigabytes
Overage Rate Per GB	$10.00 ($0.00000953674/kb)	
National-Access Roaming	$0.002 per Kilobyte	
Domestic Long Distance[1]	Included	
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.		

Mobile BroadbandAccess for Texas Unlimited Data Plan	
The calling plan below reflects the monthly access charge discount. No additional discounts apply.	
	Mobile Broadband Access Only
Monthly Access Fee	$37.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	Unlimited
Overage Rate Per GB	NA
National-Access Roaming	$0.002 per Kilobyte
Domestic Long Distance[1]	Included
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Streaming video is NOT permitted on this plan. Should a customer exceed 5 GB of data usage within a given month, Verizon Wireless reserves the right to limit data throughput speeds for the remainder of that month.	

4G LTE Mobile BroadbandAccess for Texas Data Plan	
The calling plan below reflects the monthly access charge discount. No additional discounts apply.	
	Mobile Broadband Access Only
Monthly Access Fee	$34.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	5 GB
Overage Rate Per GB	$10.00 ($0.00000953674/kb)
National-Access Roaming	$0.002 per Kilobyte
Domestic Long Distance[1]	Included
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Streaming video IS permitted on this plan.	

Requisition

Req # 00271203

PO #

Date: 02/04/15

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: Mel Esparza
956-318-2570

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1779		
		DO NOT DUPLICATE ORDER		
6.00		BROADBAND ACCESS- (22 DATA CARDS MIFI) @ 37.99; these cards are for the elections department; they are for the entire year and when we dont need them they are placed on suspense mode	835.78	5,014.68
		Account No	Encumbrance	
			Freight	.00
			Total	5,014.68
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: Elections Dept#: 130

Quantity: 85 phone lines

Service: $339.15/mo (x) 12 months = 4,069.80 + .08/min Account: 5-1100-414-00-130-001-0532

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

Requisition Total: $5,069.80 **Requisition Number:** 271201

STIPEND

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

Department:____ Dept#:____

Quantity:____

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

Total:____

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

Signature	Print Name	Date
[signature]	Yvonne Ramon	2/5/15

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

Signature	Print Name	Date
[signature]	Valde Guerra	2/20/15

(4) IT DEPARTMENT ONLY:

Service Type Codes: State of Tx Voice Flat Rate Plan @ 3.99 + .08 per min.

Commissioner's Court Action: **Commissioner's Court Date:** ____

☐ **Approved Date:** ____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Custom State of Texas Voice Flat Rate Plan: Government Subscribers Only	
The calling plan below reflects the monthly access charge discount. No additional discounts apply.	
	Custom State of Texas Voice Flat Rate Plan
Monthly Access Charge	$3.99
Domestic Anytime Voice Minutes Per Month	0 Minutes
Voice Per Minute Rate	$0.08
1000 Domestic Night & Weekend Minutes	$10.00 per month (per minute rate after allowance)
Unlimited Domestic Night & Weekend Minutes	$20.00 per month
1000 Domestic Mobile to Mobile Minutes	$10.00 per month
Unlimited Domestic Push-to-Talk	$10.00 additional per user, per month (device dependant)
Domestic Long Distance	Included
Domestic Roaming Rate per minute	$0.50
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Voice service is required. This plan may NOT be used as Push-to-Talk service only plan.	

Account# 322352571-00003		
85 Phone Lines		
Phone #	ESN/MEID	Order #
(956) 587-8501	A000002361E995	47116001
(956) 587-8512	A000002361E961	47116002
(956) 587-8513	A000002361F732	47116003
(956) 587-8514	A000002361E9B2	47116004
(956) 587-8515	A000002361F73C	47116005
(956) 587-8516	A000002381807C	47116006
(956) 587-8517	A000002361E9BA	47116007
(956) 587-8518	A0000023818088	47116008
(956) 587-8519	A000002361EB63	47116009
(956) 587-8520	A000002361F63C	47116010
(956) 587-8521	A000002361EAA3	47116011
(956) 587-8522	A000002361F721	47116012
(956) 587-8523	A000002361F718	47116013
(956) 587-8524	A000002361F65A	47116014
(956) 587-8525	A000002361E99E	47116015
(956) 587-8526	A000002361E9A7	47116016
(956) 587-8527	A000002361F63E	47116017
(956) 587-8528	A000002361F66B	47116018
(956) 587-8529	A000002361F73B	47116019
(956) 587-8530	A000002361F66A	47116020
(956) 587-8531	A000002361F6A7	47116021
(956) 587-8532	A000002361F63D	47116022
(956) 587-8533	A000002361F6C1	47116023
(956) 587-8534	A000002361E9B3	47116024
(956) 587-8535	A000002361F70C	47116025
(956) 587-8536	A000002361E99A	47116026
(956) 587-8537	A000002361E9A6	47116027
(956) 587-8538	A000002361F71C	47116028
(956) 587-8539	A000002361F744	47116029
(956) 587-8540	A000002361F742	47116030
(956) 587-8541	A000002361F731	47116031
(956) 587-8542	A000002361F727	47116032
(956) 587-8543	A000002361F741	47116033
(956) 587-8544	A0000023818093	47116034
(956) 587-8545	A0000023818071	47116035
(956) 587-8546	A000002381808E	47116036
(956) 587-8547	A000002381807A	47116037
(956) 587-8548	A000002361EE64	47116038
(956) 587-8549	A000002381808C	47116039
(956) 587-8550	A000002381807E	47116040
(956) 587-8551	A000002361F5EE	47116041
(956) 587-8552	A000002361F631	47116042
(956) 587-8553	A000002361F5EA	47116043
(956) 587-8554	A00000236099E1	47116044
(956) 587-8555	A000002361F5F7	47116045
(956) 587-8556	A000002361F5E8	47116046
(956) 587-8557	A000002361F5E5	47116047

(956) 587-8558	A000002361F69B	47116048
(956) 587-8559	A000002361F630	47116049
(956) 587-8560	A000002361F657	47116050
(956) 587-8574	A000002361EC57	47138001
(956) 587-8575	A000002361ED08	47138002
(956) 587-8576	A000002361F420	47138003
(956) 587-8577	A000002361F8C2	47138004
(956) 587-8578	A000002361F8AE	47138005
(956) 587-8579	A000002361F6A8	47138006
(956) 587-8580	A000002361F6BD	47138007
(956) 587-8581	A000002361F8A4	47138008
(956) 587-8582	A000002361F8AA	47138009
(956) 587-8583	A000002361F886	47138010
(956) 587-8584	A000002361FF8F	47138011
(956) 587-8585	A000002361EE27	47138012
(956) 587-8586	A000002361EDF5	47138013
(956) 587-8587	A000002361EEE3	47138014
(956) 587-8588	A000002361EE15	47138015
(956) 587-8589	A000002361EE10	47138016
(956) 587-8590	A000002361F86E	47138017
(956) 587-8591	A00000238176D0	47138018
(956) 587-8592	A00000238176C4	47138019
(956) 587-8593	A000002381753F	47138020
(956) 587-8594	A000002361FFF8	47138021
(956) 587-8595	A000002361FF29	47138022
(956) 587-8596	A00000238176DD	47138023
(956) 587-8597	A000002361FFFC	47138024
(956) 587-8598	A0000023817545	47138025
(956) 587-8599	A0000023817536	47138026
(956) 587-8600	A00000238176E0	47138027
(956) 587-8601	A0000023817693	47138028
(956) 587-8602	A000002361FF94	47138029
(956) 587-8603	A00000238176DE	47138030
(956) 587-8604	A000002361E689	47138031
(956) 587-8605	A000002361FFF5	47138032
(956) 587-8606	A0000023817539	47138033
(956) 587-8607	A000002361E535	47138034
(956) 587-8608	A000002361E671	47138035

Requisition

Req # 00271201

PO #

Date: 02/04/15

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: Mel Esparza
956-318-2570

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1779		
		DO NOT DUPLICATE ORDER		
12.00		STATE OF TEXAS VOICE FLAT RATE PLAN @$3.99 + $.08 PER MIN WITH VERIZON FOR THE 85 LINES USED DURING ELECTIONS	339.15	4,069.80
1.00		CUSHION FOR THE $.08 PER MINUTE USED ON THE PHONE	1,000.00	1,000.00
		Account No	Encumbrance	
			Freight	.00
			Total	5,069.80
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: Elections Dept#: 130

Quantity: 85 Netbooks Mobile Broadband Access for Tx Unlimited Data Plan

Service: $3.99/mo (x) 3 months = 9,687.45 Account: 5-1100-414-00-130-0010-532

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

Requisition Total: $9,687.45 **Requisition Number:** 271159

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
[signature]	Yvonne Ramon	2/5/15

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

Signature	Print Name	Date
[signature]	Valde Guerra	2/20/15

(4) IT DEPARTMENT ONLY:

Service Type Codes: Mobile Broadband Access for Tx Unl @31.99 each per month

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

	Netbooks					
	Qty	Mobile Numbers	MEID HEX	**Serial No**	Box ID	Description
3-Jul-12	1	956-587-8849	99000021278181	**SCNF0282Z1K**	D746064XTS	11.6" HP Mini 311 Notebook PC
3-Jul-12	2	956-587-8854	99000021280667	**SCNF0285N70**	D746064XRS	11.6" HP Mini 311 Notebook PC
3-Jul-12	3	956-587-8888	99000021280649	**SCNF0285N7L**	D746064XT6	11.6" HP Mini 311 Notebook PC
3-Jul-12	4	956-587-8868	99000021281475	**SCNF0285N8G**	D746064XRU	11.6" HP Mini 311 Notebook PC
3-Jul-12	5	956-587-8884	99000021280656	**SCNF0285N8S**	D746064XRW	11.6" HP Mini 311 Notebook PC
3-Jul-12	6	956-587-8901	99000021281465	**SCNF0285N8Y**	D746064XS5	11.6" HP Mini 311 Notebook PC
3-Jul-12	7	956-587-8872	99000021280663	**SCNF0285N8Z**	D746064XSD	11.6" HP Mini 311 Notebook PC
3-Jul-12	8	956-587-8897	99000021281447	**SCNF0285N96**	D746064XRO	11.6" HP Mini 311 Notebook PC
3-Jul-12	9	956-587-8896	99000021281464	**SCNF0285N99**	D746064XT4	11.6" HP Mini 311 Notebook PC
3-Jul-12	10	956-587-8892	99000021275075	**SCNF0285N9W**	D746064XS4	11.6" HP Mini 311 Notebook PC
3-Jul-12	11	956-587-8869	99000021275119	**SCNF0285N9X**	D746064XSK	11.6" HP Mini 311 Notebook PC
3-Jul-12	12	956-587-8881	99000021275160	**SCNF0285N9Y**	D746064XSN	11.6" HP Mini 311 Notebook PC
3-Jul-12	13	956-587-8863	99000021275215	**SCNF0285NB0**	D746064XRV	11.6" HP Mini 311 Notebook PC
3-Jul-12	14	956-587-8860	99000021275162	**SCNF0285NB1**	D746064XRT	11.6" HP Mini 311 Notebook PC
3-Jul-12	15	956-587-8899	99000021275158	**SCNF0285NB2**	D746064XSQ	11.6" HP Mini 311 Notebook PC
3-Jul-12	16	956-587-8894	99000021275580	**SCNF0285NB8**	D746064XRY	11.6" HP Mini 311 Notebook PC
3-Jul-12	17	956-587-8862	99000021275182	**SCNF0285NBB**	D746064XRX	11.6" HP Mini 311 Notebook PC
3-Jul-12	18	956-587-8879	99000021274768	**SCNF0285NBM**	D746064XRR	11.6" HP Mini 311 Notebook PC
3-Jul-12	19	956-929-0356	99000021277257	**SCNF0285NBW**	D746064XRP	11.6" HP Mini 311 Notebook PC
3-Jul-12	20	956-587-8870	99000021277219	**SCNF0285NC1**	D746064XSU	11.6" HP Mini 311 Notebook PC
3-Jul-12	21	956-587-8898	99000021277473	**SCNF0285NC9**	D746064XT0	11.6" HP Mini 311 Notebook PC
3-Jul-12	22	956-587-8887	99000021274693	**SCNF0285NCB**	D746064XSZ	11.6" HP Mini 311 Notebook PC
3-Jul-12	23	956-587-8886	99000021277227	**SCNF0285NCD**	D746064XRN	11.6" HP Mini 311 Notebook PC
3-Jul-12	24	956-587-8850	99000021277224	**SCNF0285NCF**	D746064XTJ	11.6" HP Mini 311 Notebook PC
3-Jul-12	25	956-587-8880	99000021277232	**SCNF0285NCH**	D746064XSL	11.6" HP Mini 311 Notebook PC
3-Jul-12	26	956-587-8893	99000021277247	**SCNF0285NCQ**	D746064XTA	11.6" HP Mini 311 Notebook PC
3-Jul-12	27	956-587-8882	99000021275821	**SCNF0285NCV**	D746064XSX	11.6" HP Mini 311 Notebook PC
3-Jul-12	28	956-587-8867	99000021275817	**SCNF0285ND3**	D746064XSI	11.6" HP Mini 311 Notebook PC
3-Jul-12	29	956-587-8874	99000021275825	**SCNF0285ND4**	D746064XSM	11.6" HP Mini 311 Notebook PC
3-Jul-12	30	956-587-8904	99000021275669	**SCNF0285ND8**	D746064XT9	11.6" HP Mini 311 Notebook PC
3-Jul-12	31	956-587-8877	99000021275667	**SCNF0285ND9**	D746064XSW	11.6" HP Mini 311 Notebook PC
3-Jul-12	32	956-587-8902	99000021275671	**SCNF0285NDC**	D746064XT8	11.6" HP Mini 311 Notebook PC
3-Jul-12	33	956-587-8900	99000021275672	**SCNF0285NDG**	D746064XSR	11.6" HP Mini 311 Notebook PC
3-Jul-12	34	956-587-8876	99000021275651	**SCNF0285NDH**	D746064XP0	11.6" HP Mini 311 Notebook PC
3-Jul-12	35	956-587-8883	99000021275655	**SCNF0285NDJ**	D746064XT7	11.6" HP Mini 311 Notebook PC
3-Jul-12	36	956-587-8878	99000021275870	**SCNF0285NDL**	D746064XSG	11.6" HP Mini 311 Notebook PC

3-Jul-12	37	956-587-8861	99000021275656	**SCNF0285NDM**	D746064XSO	11.6" HP Mini 311 Notebook PC
3-Jul-12	38	956-587-8903	99000021275652	**SCNF0285NDN**	D746064XSP	11.6" HP Mini 311 Notebook PC
3-Jul-12	39	956-587-8891	99000021275359	**SCNF0285NDQ**	D746064XT5	11.6" HP Mini 311 Notebook PC
3-Jul-12	40	956-587-8866	99000021275653	**SCNF0285NDS**	D746064XSF	11.6" HP Mini 311 Notebook PC
3-Jul-12	41	956-587-8873	99000021275675	**SCNF0285NDT**	D746064XSH	11.6" HP Mini 311 Notebook PC
3-Jul-12	42	956-587-8865	99000021275747	**SCNF0285NDX**	D746064XSJ	11.6" HP Mini 311 Notebook PC
3-Jul-12	43	956-587-8856	99000021275360	**SCNF0285NF4**	D746064XTT	11.6" HP Mini 311 Notebook PC
3-Jul-12	44	956-587-8890	99000021275382	**SCNF0285NF7**	D746064XSS	11.6" HP Mini 311 Notebook PC
3-Jul-12	45	956-587-8864	99000021275383	**SCNF0285NFD**	D746064XSE	11.6" HP Mini 311 Notebook PC
3-Jul-12	46	956-587-8871	99000021275424	**SCNF0285NFF**	D746064XSC	11.6" HP Mini 311 Notebook PC
3-Jul-12	47	956-587-8853	99000021275473	**SCNF0285NFL**	D746064XSB	11.6" HP Mini 311 Notebook PC
3-Jul-12	48	956-587-8875	99000021275368	**SCNF0285NFM**	D746064XST	11.6" HP Mini 311 Notebook PC
3-Jul-12	49	956-587-8885	99000021275478	**SCNF0285NFR**	D746064XRM	11.6" HP Mini 311 Notebook PC
3-Jul-12	50	956-587-8855	99000021275470	**SCNF0285NFX**	D746064XTX	11.6" HP Mini 311 Notebook PC
3-Jul-12	51	956-587-8847	99000021281066	**SCNF0285NH2**	D746064XOZ	11.6" HP Mini 311 Notebook PC
3-Jul-12	52	956-587-8844	99000021274493	**SCNF0285NM7**	D746064XTU	11.6" HP Mini 311 Notebook PC
3-Jul-12	53	956-587-8851	99000021274763	**SCNF0285NNW**	D746064XTK	11.6" HP Mini 311 Notebook PC
3-Jul-12	54	956-587-8848	99000021281285	**SCNF0285NP6**	D746064XVT	11.6" HP Mini 311 Notebook PC
3-Jul-12	55	956-587-8846	99000021281210	**SCNF0285NPF**	D746064XTW	11.6" HP Mini 311 Notebook PC
3-Jul-12	56	956-587-8859	99000021281225	**SCNF0285NPM**	D746064XUG	11.6" HP Mini 311 Notebook PC
3-Jul-12	57	956-587-8857	99000021281127	**SCNF0285NPV**	D746064XTR	11.6" HP Mini 311 Notebook PC
3-Jul-12	58	956-587-8845	99000021281148	**SCNF0285NPX**	D746064XTQ	11.6" HP Mini 311 Notebook PC
3-Jul-12	59	956-587-8852	99000021280990	**SCNF0285NQ0**	D746064XTV	11.6" HP Mini 311 Notebook PC
3-Jul-12	60	956-587-8858	99000021281050	**SCNF0285NQ8**	D746064XTP	11.6" HP Mini 311 Notebook PC
3-Jul-12	61	956-929-1749	99000021283260	**SCNF03159DW**	D74606A58P	11.6" HP Mini 311 Notebook PC
3-Jul-12	62	956-929-1803	99000021282945	**SCNF03159FN**	D74606A57I	11.6" HP Mini 311 Notebook PC
3-Jul-12	63	956-929-1794	99000021282834	**SCNF03159FW**	D74606A58C	11.6" HP Mini 311 Notebook PC
3-Jul-12	64	956-929-1713	99000021282953	**SCNF03159G1**	D74606A57K	11.6" HP Mini 311 Notebook PC
3-Jul-12	65	956-929-1905	99000021282850	**SCNF03159GH**	D74606A586	11.6" HP Mini 311 Notebook PC
3-Jul-12	66	956-929-1872	99000021282825	**SCNF03159GZ**	D74606A57H	11.6" HP Mini 311 Notebook PC
3-Jul-12	67	956-929-1715	99000021282938	**SCNF03159H8**	D74606A57L	11.6" HP Mini 311 Notebook PC
3-Jul-12	68	956-929-1908	99000021282926	**SCNF03159JK**	D74606A588	11.6" HP Mini 311 Notebook PC
3-Jul-12	69	956-929-1761	99000021282870	**SCNF0320FZR**	D74606A58B	11.6" HP Mini 311 Notebook PC
3-Jul-12	70	956-929-1747	99000021289964	**SCNF0320G12**	D74606A58Q	11.6" HP Mini 311 Notebook PC
3-Jul-12	71	956-929-1711	99000021291654	**SCNF0320G3D**	D74606A57J	11.6" HP Mini 311 Notebook PC
3-Jul-12	72	956-929-1883	99000021291545	**SCNF0320G5G**	D74606A58D	11.6" HP Mini 311 Notebook PC
3-Jul-12	73	956-929-1686	99000021290210	**SCNF0320G5P**	D74606A58A	11.6" HP Mini 311 Notebook PC
3-Jul-12	74	956-929-1888	99000021289764	**SCNF0320G5V**	D74606A57N	11.6" HP Mini 311 Notebook PC

3-Jul-12	75	956-929-1780	99000021289762	**SCNF0320G5X**	D74606A57O	11.6" HP Mini 311 Notebook PC
3-Jul-12	76	956-929-1698	99000021289781	**SCNF0320G61**	D74606A58O	11.6" HP Mini 311 Notebook PC
3-Jul-12	77	956-929-1782	99000021289751	**SCNF0320G63**	D74606A57M	11.6" HP Mini 311 Notebook PC
3-Jul-12	78	956-929-1757	99000021289760	**SCNF0320G65**	D74606A589	11.6" HP Mini 311 Notebook PC
3-Jul-12	79	956-929-1911	99000021289780	**SCNF0320G6F**	D74606A584	11.6" HP Mini 311 Notebook PC
3-Jul-12	80	956-929-1901	99000021290225	**SCNF0320G6G**	D74606A587	11.6" HP Mini 311 Notebook PC
3-Jul-12	81	956-929-1890	99000021289723	**SCNF0320G6H**	D74606A585	11.6" HP Mini 311 Notebook PC
3-Jul-12	82	956-587-8889	99000021287938	**SCNF0320H27**	D74606A26A	11.6" HP Mini 311 Notebook PC
3-Jul-12	83	956-929-1801	99000021296978	**SCNF03260XL**	D74606A5IX	11.6" HP Mini 311 Notebook PC
3-Jul-12	84	956-929-1859	99000021296888	**SCNF03260XQ**	D74606A5IA	11.6" HP Mini 311 Notebook PC
3-Jul-12	85	956-929-1874	99000021296900	**SCNF03260XZ**	D74606A5IY	11.6" HP Mini 311 Notebook PC

WIRELESS DATA PLANS

Custom State of Texas America's Choice℠ BlackBerry/Smartphone (Shared Minutes) Data Plan	
The calling plan below reflects the monthly access charge discount. No additional discounts apply.	
	BlackBerry/Smartphone Shared Minute Data Plan
Monthly Access Charge	$34.99
Domestic Data Allowance for Email	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Domestic Anytime Voice Minutes Per Month	0 Minutes. Minutes can share from voice and/or voice & data bundle plans
Overage Rate per minute	$0.25
Domestic Night & Weekend Minutes	Unlimited
Included Domestic Text, Picture & Video Messages	Unlimited*
NationalAccess Roaming	$0.002 per Kilobyte
Unlimited Domestic Push to Talk	Included (device dependant)
Domestic Long Distance	Included
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. No more than 50% of plans on a single account can be placed on the Additional Line Voice, Additional Line Voice & Push to Talk plans or BlackBerry/Smartphone Shared Minute Data Plan. *Defaults to Text only, must select Text, Picture & Video option.	

Mobile BroadbandAccess Data Plans		
The calling plans below reflect the monthly access charge discount. No additional discounts apply.		
	Mobile Broadband Access Only	
Monthly Access Fee	$38.50	$61.60
Domestic Data Allowance for Email and Internet/Intranet Browsing	5 Gigabytes	10 Gigabytes
Overage Rate Per GB	$10.00 ($0.00000953674/kb)	
National-Access Roaming	$0.002 per Kilobyte	
Domestic Long Distance[1]	Included	
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.		

Mobile BroadbandAccess for Texas Unlimited Data Plan	
The calling plan below reflects the monthly access charge discount. No additional discounts apply.	
	Mobile Broadband Access Only
Monthly Access Fee	$37.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	Unlimited
Overage Rate Per GB	NA
National-Access Roaming	$0.002 per Kilobyte
Domestic Long Distance[1]	Included
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Streaming video is NOT permitted on this plan. Should a customer exceed 5 GB of data usage within a given month, Verizon Wireless reserves the right to limit data throughput speeds for the remainder of that month.	

4G LTE Mobile BroadbandAccess for Texas Data Plan	
The calling plan below reflects the monthly access charge discount. No additional discounts apply.	
	Mobile Broadband Access Only
Monthly Access Fee	$34.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	5 GB
Overage Rate Per GB	$10.00 ($0.00000953674/kb)
National-Access Roaming	$0.002 per Kilobyte
Domestic Long Distance[1]	Included
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Streaming video IS permitted on this plan.	

Requisition

Req # 00271159

PO #

Date: 02/04/15

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: Mel Esparza
956-318-2570

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1779		
		DO NOT DUPLICATE ORDER		
3.00		OPEN PO FOR BROADBAND ACCESS FOR 85 NOTEBOOKS 37.99 EACH	3,229.15	9,687.45
		Account No	Encumbrance	
			Freight	.00
			Total	9,687.45
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI -48659 **Urban County** **16. A.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Hidalgo County Precinct No. 1 requests approval from Hidalgo County Commissioners' Court to enter into an Interlocal Cooperation Agreement with the City of Elsa for the purchase of materials and overlaying of streets in the amount of $432,854.45 utilizing FY 17, 18, 25 & 27 (2004, 2005, 2012 & 2014) UCP Street Improvements funding.

2. Requesting authorization for county judge to sign the required documents.

BACKGROUND

This Interlocal Cooperation Agreement will authorize Precinct No. 1 and the City of Elsa to cooperate in the completion of street improvements to Ricky Crossland St., Oscar Gonzalez St., 6th St, Austin St., Magson St., Hidalgo St. and streets within the same general vicinity of the City of Elsa.

Fiscal Impact

Attachments

ICA
City Of Elsa Interlocal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/26/2015 10:04 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Olga Lerma		Started On: 02/25/2015 03:43 PM
Final Approval Date: 02/27/2015		

FEB 13 2015

Inline for A. Barco

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
CITY OF ELSA, TEXAS

THIS Agreement is made on this the ___ day of _____, 2015 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County," and **CITY OF ELSA** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, Hidalgo County is a county created in Texas;

WHEREAS, Elsa is a home rule city located in Texas;

WHEREAS, City and County desires to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work");

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

1. County agrees to provide City the use of equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and materials. The current hourly rates for equipment of County as of the date of this Agreement is attached hereto as Exhibit A. County shall be solely responsible for determining the current rate for its equipment and City agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County equipment and materials shall be subject to the approval of Commissioner of Precinct 1 determining that such equipment and materials are not required by the Precinct 1 Commissioner for the times requested by the City.

2. County shall provide City with man power at the current hourly rates for individuals required to complete the Work. Prior to City utilizing County manpower, City shall request and receive the current hourly rates of County individuals, required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate for its employees and City agrees to reimburse County such costs within thirty (30) days of receipt of invoice

from County. Any request for use by City of County individuals shall be subject to the approval by the Commissioner of Precinct 1 determining that the County individuals so requested by the City are not required for projects of Precinct 1 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at the current prices to the City for such equipment and materials for the furtherance of the Work. City shall be solely responsible for determining the current rate for its equipment and County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager determining that such equipment and materials are not required by the City for the times requested by the County.

4. City shall provide County with manpower at the current hourly rates or individuals required to complete the Work. Prior to County utilizing City manpower, County shall request and receive the current hourly rates of City individuals required to complete the work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City individuals shall be subject to the approval by the City Manager determining that the City individuals so requested by the County are not required for projects of City at the time requested by County.

5. All other costs associated with the Work shall be the responsibility of the respective party requesting assistance from the other party in its entirety.

6. Term. The term of this Agreement shall be for one (1) year and this Agreement shall automatically renew for five (5) years additional one year terms upon the same terms and conditions described herein except that all prices for manpower, equipment and materials are subject to change at any time without notice to either party unless either party notifies the other in writing of such party's interest of nonrenewal of this Agreement.

7. Upon a change in price for manpower for County employees, equipment or materials, the County shall notify the City within ten (10) working days for any ongoing Work and before beginning any new Work.

8. Upon a change in price for manpower for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any on-going Work and before beginning any new work.

9. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

10. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of 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 times such conflict exists.

11. **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.

12. **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 City and County and not otherwise.

13. **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.

14. **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 City:	City of Elsa Attention: Al Perez, Mayor P. O. Box 427 Elsa, Texas 78543
If to County:	Hidalgo County Attn: Ramon Garcia, County Judge 302 W. University Dr. Edinburg, TX 78539
With copy to:	Commissioner A.C. Cuellar, Jr., Precinct No.1 1902 Joe Stephens Avenue

Weslaco, Texas 78596

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

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

16. **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.

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

18. **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.

19. **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.

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

21. **Prior Agreements.** This Agreement supersedes and terminates all previous interlocal agreement between the parties hereto concerning the subject matter hereof except for any interlocal agreement where dated prior to this Agreement to the extent work is being performed thereunder at the time of executing this Agreement. Once ongoing work under any such previous interlocal agreement(s) is completed and payment is remitted such previous interlocal agreement shall terminate at such time.

22. **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.

23. **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.

EXHIBIT "A"

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. Section 271.903.

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

CITY OF ELSA

By: _____
Al Perez, Mayor

Attest:

_____
Veronica Montoya, City Secretary

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

Attest:

_____
By: Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain
Approved as to form: 02/13/2015

EXHIBIT "A"

See attached FEMA's Schedule of Equipment Rates

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, D.C. 20472

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 *Allowable Costs*. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 *Appeals*.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 15, 2010.

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 ft	to 15	Articulated, Telescoping, Scissor.	hour	$8.25
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 ft	to 30	Articulated, Telescoping, Scissor.	hour	$12.25
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 ft	to 50	Articulated, Telescoping, Scissor.	hour	$21.00
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 ft	to 85	Articulated and Telescoping.	hour	$55.00
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 ft	to 130	Articulated and Telescoping.	hour	$67.00
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$6.75
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$12.25
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$23.50
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$34.00
8010	Air Compressor	Air Delivery	41 cfm	to 10	Hoses included.	hour	$1.50
8011	Air Compressor	Air Delivery	103 cfm	to 30	Hoses included.	hour	$7.00
8012	Air Compressor	Air Delivery	130 cfm	to 50	Hoses included.	hour	$9.25
8013	Air Compressor	Air Delivery	175 cfm	to 90	Hoses included.	hour	$20.00
8014	Air Compressor	Air Delivery	400 cfm	to 145	Hoses included.	hour	$27.50
8015	Air Compressor	Air Delivery	575 cfm	to 230	Hoses included.	hour	$45.50
8016	Air Compressor	Air Delivery	1100 cfm	to 355	Hoses included.	hour	$51.00
8017	Air Compressor	Air Delivery	1600 cfm	to 500	Hoses included.	hour	$80.00
8040	Ambulance			to 150		hour	$25.50
8041	Ambulance			to 210		hour	$32.50
8060	Auger, Portable	Hole Diameter	16 in	to 6		hour	$1.30
8061	Auger, Portable	Hole Diameter	18 in	to 13		hour	$3.50
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 in	to 13	Includes digger, boom and mounting hardware. Add to Tractor rate for total rate.	hour	$1.30
8063	Auger, Truck Mntd	Max. Auger Size	24 in	to 100	Includes digger, boom and mounting hardware. Add to Truck rate for total rate.	hour	$29.00
8070	Automobile			to 130	Transporting people.	mile	$0.50
8071	Automobile			to 130	Transporting cargo.	hour	$13.00
8072	Automobile, Police			to 250	Patrolling.	mile	$0.60
8073	Automobile, Police			to 250	Stationary with engine running.	hour	$16.25
8110	Barge, Deck	Size	50'x35'x7.25'			hour	$34.00
8111	Barge, Deck	Size	50'x35'x9'			hour	$49.00
8112	Barge, Deck	Size	120'x45'x10'			hour	$60.00
8113	Barge, Deck	Size	160'x45'x11'			hour	$75.00
8050	Board, Arrow			to 8	Trailer Mounted.	hour	$3.15
8051	Board, Message			to 5	Trailer Mounted.	hour	$8.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	$150.00
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	$200.00
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	$250.00
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	$300.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8130	Boat, Row				Heavy duty.	hour	$0.85
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	$14.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	$26.00
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	$250.00
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	$300.00
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	$450.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	$830.00
8140	Boat, Tug	Length	16 ft	to 100		hour	$33.50
8141	Boat, Tug	Length	18 ft	to 175		hour	$53.00
8142	Boat, Tug	Length	26 ft	to 250		hour	$65.00
8143	Boat, Tug	Length	40 ft	to 380		hour	$150.00
8144	Boat, Tug	Length	51 ft	to 700		hour	$225.00
8419	Breaker, Pavement, Hand-Held	Weight	25-90 lb			hour	$0.65
8420	Breaker, Pavement			to 70		hour	$31.25
8150	Broom, Pavement	Broom Length	72 in	to 35		hour	$12.30
8151	Broom, Pavement	Broom Length	96 in	to 100		hour	$19.75
8153	Broom, Pavement, Mntd	Broom Length	72 in	to 18	Add to Prime Mover rate for total rate.	hour	$6.00
8154	Broom, Pavement, Pull	Broom Length	84 in	to 20	Add to Prime Mover rate for total rate.	hour	$10.25
8270	Bucket, Clamshell	Capacity	1.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$3.60
8271	Bucket, Clamshell	Capacity	2.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$6.75
8272	Bucket, Clamshell	Capacity	5.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$11.25
8273	Bucket, Clamshell	Capacity	7.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$14.50
8275	Bucket, Dragline	Capacity	2.0 cy		Does not include Clamshell & Dragline.	hour	$2.90
8276	Bucket, Dragline	Capacity	5.0 cy		Does not include Clamshell & Dragline.	hour	$6.50
8277	Bucket, Dragline	Capacity	10 cy		Does not include Clamshell & Dragline.	hour	$10.50
8278	Bucket, Dragline	Capacity	14 cy		Does not include Clamshell & Dragline.	hour	$13.50
8180	Bus			to 150		hour	$20.00
8181	Bus			to 210		hour	$23.00
8182	Bus			to 300		hour	$27.00
8190	Chain Saw	Bar Length	16 in			hour	$1.75
8191	Chain Saw	Bar Length	25 in			hour	$3.20
8192	Chain Saw, Pole	Bar Size	18 in			hour	$1.60
8200	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted.	hour	$7.50
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	$16.00
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted.	hour	$21.75
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted.	hour	$30.75
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted.	hour	$45.50
8210	Clamshell & Dragline, Crawler		149,999 lb	to 235	Bucket not included in rate.	hour	$86.00
8211	Clamshell & Dragline, Crawler		250,000 lb	to 520	Bucket not included in rate.	hour	$121.00
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	$130.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 cy		Truck Mounted. Add to Truck rate for total rate.	hour	$16.00
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 cy		Truck Mounted. Add to Truck rate for total rate.	hour	$21.50
8220	Compactor			to 10		hour	$11.00
8221	Compactor, Towed, Vibratory Drum			to 45		hour	$17.50
8222	Compactor, Vibratory, Drum			to 75		hour	$25.00
8223	Compactor, Pneumatic, Wheel			to 100		hour	$29.00
8225	Compactor, Sanitation			to 300		hour	$96.00
8226	Compactor, Sanitation			to 400		hour	$163.00
8227	Compactor, Sanitation			to 535		hour	$225.00
8228	Compactor, Towed, Pneumatic, Wheel		10000 lb		Add to Prime Mover rate for total rate.	hour	$7.50

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8229	Compactor, Towed, Drum Static		20000 lb		Add to Prime Mover rate for total rate.	hour	$12.25
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	$27.00
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	$55.00
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	$95.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	$155.00
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	$220.00
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 lb		Add to Truck rate for total rate.	hour	$10.00
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 lb		Add to Truck rate for total rate.	hour	$16.00
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 lb		Add to Truck rate for total rate.	hour	$30.00
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	$90.00
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	$100.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	$120.00
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	$21.00
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	$39.00
8580	Distributor, Asphalt	Tank Capacity	500 gal		insulated tank, and circulating spray bar.	hour	$12.00
8581	Distributor, Asphalt	Tank Capacity	1000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	$13.00
8582	Distributor, Asphalt	Tank Capacity	4000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	$25.00
8250	Dozer, Crawler			to 75		hour	$31.00
8251	Dozer, Crawler			to 105		hour	$40.00
8252	Dozer, Crawler			to 160		hour	$65.00
8253	Dozer, Crawler			to 250		hour	$80.00
8254	Dozer, Crawler			to 360		hour	$135.00
8255	Dozer, Crawler			to 565		hour	$250.00
8256	Dozer, Crawler			to 850		hour	$340.00
8260	Dozer, Wheel			to 300		hour	$55.00
8261	Dozer, Wheel			to 400		hour	$110.00
8262	Dozer, Wheel			to 500		hour	$150.00
8263	Dozer, Wheel			to 625		hour	$200.00
8280	Excavator, Hydraulic	Bucket Capacity	0.5 cy	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 cy	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$39.00
8282	Excavator, Hydraulic	Bucket Capacity	1.5 cy	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	$65.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 cy	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	$120.00
8284	Excavator, Hydraulic	Bucket Capacity	4.5 cy	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	$200.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 cy	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	$240.00
8286	Excavator, Hydraulic	Bucket Capacity	12 cy	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	$400.00
8240	Feeder, Grizzly			to 35		hour	$17.00
8241	Feeder, Grizzly			to 55		hour	$30.00
8242	Feeder, Grizzly			to 75		hour	$44.00
8300	Fork Lift	Capacity	6000 lb	to 60		hour	11.75
8301	Fork Lift	Capacity	12000 lb	to 90		hour	$17.00
8302	Fork Lift	Capacity	18000 lb	to 140		hour	$23.00
8303	Fork Lift	Capacity	50000 lb	to 215		hour	$50.00
8310	Generator	Prime Output	5.5 kW	to 10		hour	$3.25
8311	Generator	Prime Output	16 kW	to 25		hour	$8.00
8312	Generator	Prime Output	43 kW	to 65		hour	$17.00
8313	Generator	Prime Output	100 kW	to 125		hour	$34.00
8314	Generator	Prime Output	150 kW	to 240		hour	$50.00
8315	Generator	Prime Output	210 kW	to 300		hour	$60.00
8316	Generator	Prime Output	280 kW	to 400		hour	$85.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8317	Generator	Prime Output	350 kW	to 500		hour	$95.00
8318	Generator	Prime Output	530 kW	to 750		hour	$150.00
8319	Generator	Prime Output	710 kW	to 1000		hour	$200.00
8320	Generator	Prime Output	1100 kW	to 1500		hour	$375.00
8321	Generator	Prime Output	2500 kW	to 3000		hour	$500.00
8755	Golf Cart	Capacity	2 person			hour	$3.20
8330	Graders	Moldboard Size	10 ft	to 110	Includes Rigid and Articulate	hour	$34.50
8331	Graders	Moldboard Size	12 ft	to 150	Includes Rigid and Articulate	hour	$58.00
8332	Graders	Moldboard Size	14 ft	to 225	Includes Rigid and Articulate	hour	$70.00
8350	Hose, Discharge	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	$0.13
8351	Hose, Discharge	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	$0.19
8352	Hose, Discharge	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	$0.50
8353	Hose, Discharge	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	$0.75
8354	Hose, Discharge	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	$1.35
8355	Hose, Discharge	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	$2.20
8356	Hose, Suction	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	$0.23
8357	Hose, Suction	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	$0.43
8358	Hose, Suction	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	$0.90
8359	Hose, Suction	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	$1.35
8360	Hose, Suction	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	$2.45
8361	Hose, Suction	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	$3.90
8517	Jackhammer (Dry)	Weight Class	25-45 lb			hour	$1.00
8518	Jackhammer (Wet)	Weight Class	30-55 lb			hour	$1.15
8380	Loader, Crawler	Bucket Capacity	0.5 cy	to 32	Includes bucket.	hour	$11.50
8381	Loader, Crawler	Bucket Capacity	1 cy	to 60	Includes bucket.	hour	$19.00
8382	Loader, Crawler	Bucket Capacity	2 cy	to 118	Includes bucket.	hour	$42.00
8383	Loader, Crawler	Bucket Capacity	3 cy	to 178	Includes bucket.	hour	$76.00
8384	Loader, Crawler	Bucket Capacity	4 cy	to 238	Includes bucket.	hour	$115.00
8540	Loader, Skid-Steer	Operating Capacity	1000 lb	to 35		hour	$11.00
8541	Loader, Skid-Steer	Operating Capacity	2000 lb	to 65		hour	$18.00
8542	Loader, Skid-Steer	Operating Capacity	3000 lb	to 85		hour	$22.00
8401	Loader, Tractor, Wheel			to 81		hour	$25.00
8390	Loader, Wheel	Bucket Capacity	0.5 cy	to 38		hour	$15.50
8391	Loader, Wheel	Bucket Capacity	1 cy	to 60		hour	$21.50
8392	Loader, Wheel	Bucket Capacity	2 cy	to 105		hour	$28.75
8393	Loader, Wheel	Bucket Capacity	3 cy	to 152		hour	$40.00
8394	Loader, Wheel	Bucket Capacity	4 cy	to 200		hour	$52.00
8395	Loader, Wheel	Bucket Capacity	5 cy	to 250		hour	$66.00
8396	Loader, Wheel	Bucket Capacity	6 cy	to 305		hour	$82.00
8397	Loader, Wheel	Bucket Capacity	7 cy	to 360		hour	$95.00
8398	Loader, Wheel	Bucket Capacity	8 cy	to 530		hour	$140.00
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 cy	to 40	Loader and Backhoe Buckets included.	hour	$14.75
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 cy	to 70	Loader and Backhoe Buckets included.	hour	$23.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 cy	to 95	Loader and Backhoe Buckets included.	hour	$33.00
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 cy	to 115	Loader and Backhoe Buckets included.	hour	$38.00
8410	Mixer, Concrete Portable	Batching Capacity	10 cft			hour	$3.25
8411	Mixer, Concrete Portable	Batching Capacity	12 cft			hour	$4.25
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 cft	to 10		hour	$8.75
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 cft	to 25		hour	$15.25
8075	Motorcycle, Police					mile	$0.35
8633	Mulcher, Trailer Mntd	Working Capacity	7 tph	to 35		hour	$10.25
8634	Mulcher, Trailer Mntd	Working Capacity	10 tph	to 55		hour	$15.75
8635	Mulcher, Trailer Mntd	Working Capacity	20 tph	to 120		hour	$24.75
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	$7.00
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	$65.00
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	$115.00
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	$125.00
8434	Paver, Asphalt			to 250	Includes wheel and crawler equipment.	hour	$140.00
8436	Pick-up, Asphalt			to 110		hour	$55.00
8437	Pick-up, Asphalt			to 150		hour	$83.00
8438	Pick-up, Asphalt			to 200		hour	$110.00
8439	Pick-up, Asphalt			to 275		hour	$140.00
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	$10.25

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	$27.75
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	$31.75
8450	Plow, Snow, Grader Mntd	Width	to 10 ft		Add to Grader for total rate.	hour	$16.00
8451	Plow, Snow, Grader Mntd	Width	to 14 ft		Add to Grader for total rate.	hour	$24.00
8452	Plow, Snow, Truck Mntd	Width	to 15 ft		Add to Truck rate for total rate.	hour	$10.75
8453	Plow, Snow, Truck Mntd	Width	to 15 ft		With leveling wing. Add to Truck rate for total rate.	hour	$18.50
8470	Pump			to 4	Does not include Hoses.	hour	$2.15
8471	Pump			to 6	Does not include Hoses.	hour	$3.20
8472	Pump			to 10	Does not include Hoses.	hour	$4.10
8473	Pump			to 15	Does not include Hoses.	hour	$7.75
8474	Pump			to 25	Does not include Hoses.	hour	$9.25
8475	Pump			to 40	Does not include Hoses.	hour	$16.00
8476	Pump			to 60	Does not include Hoses.	hour	$18.75
8477	Pump			to 95	Does not include Hoses.	hour	$26.50
8478	Pump			to 140	Does not include Hoses.	hour	$31.00
8479	Pump			to 200	Does not include Hoses.	hour	$36.00
8480	Pump			to 275	Does not include Hoses.	hour	$80.00
8481	Pump			to 350	Does not include Hoses.	hour	$95.00
8482	Pump			to 425	Does not include Hoses.	hour	$120.00
8483	Pump			to 500	Does not include Hoses.	hour	$135.00
8484	Pump			to 575	Does not include Hoses.	hour	$155.00
8485	Pump			to 650	Does not include Hoses.	hour	$180.00
8510	Saw, Concrete	Blade Diameter	14 in	to 14		hour	$6.00
8511	Saw, Concrete	Blade Diameter	26 in	to 35		hour	$13.50
8512	Saw, Concrete	Blade Diameter	48 in	to 65		hour	$23.00
8513	Saw, Rock			to 100		hour	$30.00
8514	Saw, Rock			to 200		hour	$60.00
8521	Scraper	Scraper Capacity	16 cy	to 250		hour	$90.00
8522	Scraper	Scraper Capacity	23 cy	to 365		hour	$130.00
8523	Scraper	Scraper Capacity	34 cy	to 475		hour	$200.00
8524	Scraper	Scraper Capacity	44 cy	to 600		hour	$240.00
8560	Snow Blower	Capacity	2,000 tph	to 400		hour	$140.00
8561	Snow Blower	Capacity	2,500 tph	to 500		hour	$160.00
8562	Snow Blower	Capacity	3,500 tph	to 600		hour	$180.00
8550	Snow Blower, Truck Mntd	Capacity	600 tph	to 75	Does not include Truck.	hour	$37.50
8551	Snow Blower, Truck Mntd	Capacity	1400 tph	to 200	Does not include Truck.	hour	$70.00
8552	Snow Blower, Truck Mntd	Capacity	2000 tph	to 340	Does not include Truck.	hour	$110.00
8553	Snow Blower, Truck Mntd	Capacity	2500 tph	to 400	Does not include Truck.	hour	$120.00
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	$3.25
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	$7.00
8630	Sprayer, Seed	Working Capacity	750 gal	to 30	Trailer & Truck mounted. Does not include Prime Mover.	hour	$9.75
8631	Sprayer, Seed	Working Capacity	1250 gal	to 50	Trailer & Truck mounted. Does not include Prime Mover.	hour	$15.00
8632	Sprayer, Seed	Working Capacity	3500 gal	to 115	Trailer & Truck mounted. Does not include Prime Mover.	hour	$25.75
8458	Spreader, Chemical	Capacity	5 cy	to 4	Trailer & Truck mounted. Does not	hour	$4.00
8423	Spreader, Chip	Spread Hopper Width	12.5 ft	to 152		hour	$50.00
8424	Spreader, Chip	Spread Hopper Width	16.5 ft	to 215		hour	$80.00
8425	Spreader, Chip, Mntd	Hopper Size	8 ft	to 8	Trailer & Truck mounted.	hour	$3.30
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	$3.30
8456	Spreader, Sand	Mounting	Dump Body			hour	$5.50
8457	Spreader, Sand	Mounting	Truck (10 yd)			hour	$7.50
8440	Striper	Paint Capacity	40 gal	to 22		hour	$8.75
8441	Striper	Paint Capacity	90 gal	to 60		hour	$19.00
8442	Striper	Paint Capacity	120 gal	to 122		hour	$37.00
8445	Striper, Truck Mntd	Paint Capacity	120 gal	to 460		hour	$70.00
8446	Striper, Walk-behind	Paint Capacity	12 gal			hour	$3.35
8157	Sweeper, Pavement			to 110		hour	$59.00
8158	Sweeper, Pavement			to 230		hour	$74.00
8590	Trailer, Dump	Capacity	20 cy		Does not include Prime Mover.	hour	$8.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8591	Trailer, Dump	Capacity	30 cy		Does not include Prime Mover.	hour	$14.00
8600	Trailer, Equipment	Capacity	30 ton			hour	$10.25
8601	Trailer, Equipment	Capacity	40 ton			hour	$12.50
8602	Trailer, Equipment	Capacity	60 ton			hour	$15.00
8603	Trailer, Equipment	Capacity	120 ton			hour	$25.00
8640	Trailer, Office	Trailer Size	8' x 24'			hour	$1.70
8641	Trailer, Office	Trailer Size	8' x 32'			hour	$1.75
8642	Trailer, Office	Trailer Size	10' x 32'			hour	$2.60
8610	Trailer, Water	Tank Capacity	4000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$11.00
8611	Trailer, Water	Tank Capacity	6000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$14.00
8612	Trailer, Water	Tank Capacity	10000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$16.50
8613	Trailer, Water	Tank Capacity	14000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$20.50
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$11.75
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$25.00
8290	Trowel, Concrete	Diameter	48 in	to 12		hour	$4.50
8680	Truck, Concrete Mixer	Mixer Capacity	13 cy	to 300		hour	$75.00
8720	Truck, Dump	Struck Capacity	8 cy	to 220		hour	$35.00
8721	Truck, Dump	Struck Capacity	10 cy	to 320		hour	$45.00
8722	Truck, Dump	Struck Capacity	12 cy	to 400		hour	$60.00
8723	Truck, Dump	Struck Capacity	18 cy	to 400		hour	$65.00
8724	Truck, Dump, Off	Struck Capacity	28 cy	to 450		hour	$105.00
8690	Truck, Fire	Pump Capacity	1000 gpm			hour	$70.00
8691	Truck, Fire	Pump Capacity	1250 gpm			hour	$80.00
8692	Truck, Fire	Pump Capacity	1500 gpm			hour	$85.00
8693	Truck, Fire	Pump Capacity	2000 gpm			hour	$90.00
8694	Truck, Fire Ladder	Ladder length	75 ft			hour	$125.00
8695	Truck, Fire Ladder	Ladder length	150 ft			hour	$150.00
8700	Truck, Flatbed	Maximum Gvw	15000 lb	to 200		hour	$20.00
8701	Truck, Flatbed	Maximum Gvw	25000 lb	to 275		hour	$22.00
8702	Truck, Flatbed	Maximum Gvw	30000 lb	to 300		hour	$25.00
8703	Truck, Flatbed	Maximum Gvw	45000 lb	to 380		hour	$43.00
8730	Truck, Garbage	Capacity	25 cy	to 255		hour	$47.00
8731	Truck, Garbage	Capacity	32 cy	to 325		hour	$55.00
8800	Truck, Pickup				Transporting people.	mile	$0.50
8801	Truck, Pickup		½ ton			hour	$14.00
8802	Truck, Pickup		1 ton			hour	$20.00
8803	Truck, Pickup		1¼ ton			hour	$22.00
8804	Truck, Pickup		1½ ton			hour	$25.00
8805	Truck, Pickup		1¾ ton			hour	$30.00
8790	Truck, Tractor	4 x 2	30000 lb	to 220		hour	$32.00
8791	Truck, Tractor	4 x 2	45000 lb	to 310		hour	$45.00
8792	Truck, Tractor	6 x 4	50000 lb	to 400		hour	$55.00
8780	Truck, Water	Tank Capacity	2500 gal	to 175	Include pump and rear spray system.	hour	$31.00
8781	Truck, Water	Tank Capacity	4000 gal	to 250	Include pump and rear spray system.	hour	$42.00
8620	Tub Grinder			to 440		hour	$85.00
8621	Tub Grinder			to 630		hour	$120.00
8622	Tub Grinder			to 760		hour	$150.00
8623	Tub Grinder			to 1000		hour	$270.00
8753	Vehicle, Recreational			to 10		hour	$3.00
8750	Vehicle, Small			to 30		hour	$7.00
8761	Vibrator, Concrete			to 4		hour	$1.15
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	$5.00
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$11.50
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$16.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$22.00

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court has been advised of a proposed project. County and City each desire to provide all necessary labor, materials and equipment each to the other for projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work through an Interlocal Cooperation Agreement.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

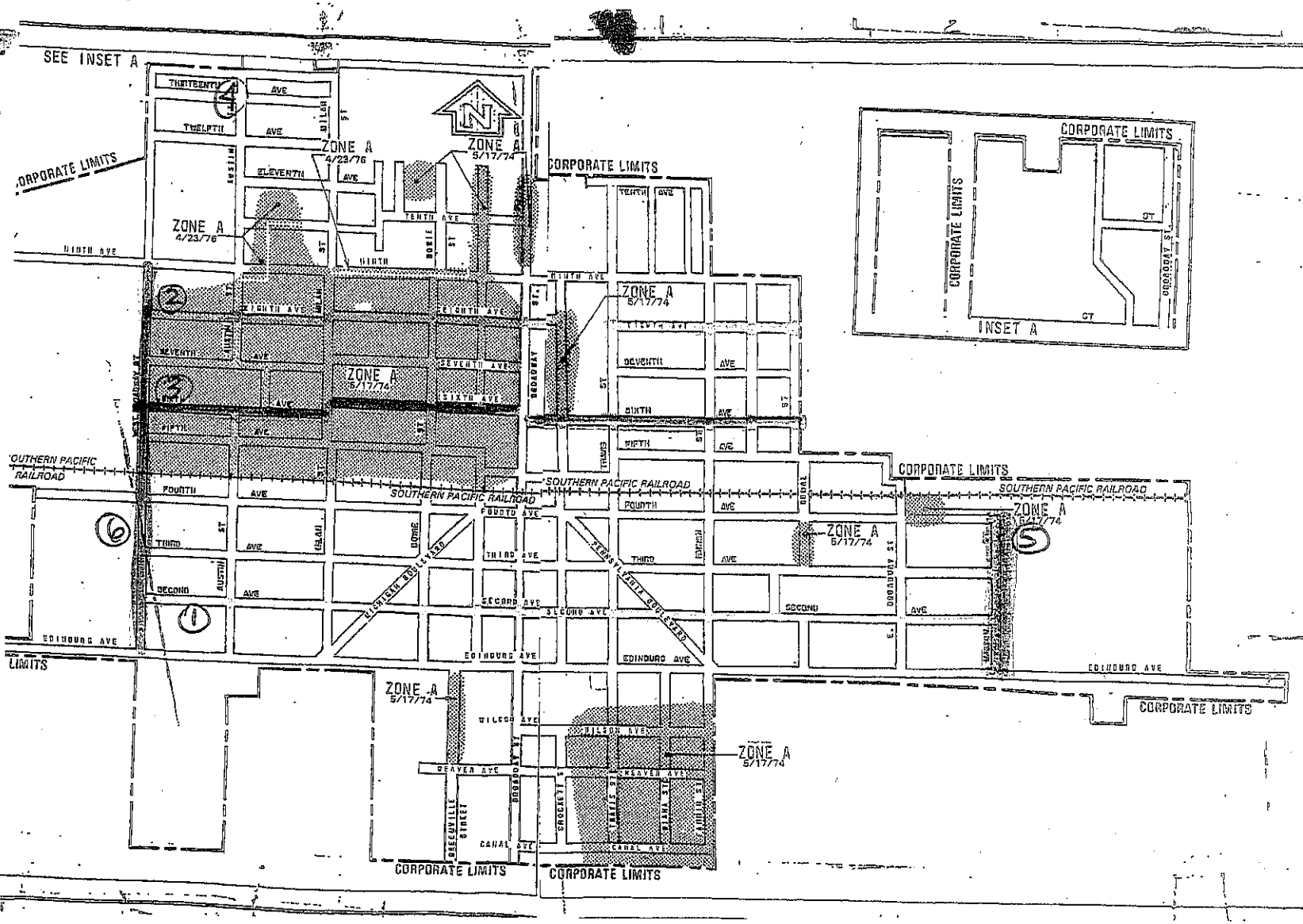
_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM: 02/13/2015

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

1. Ricky Crossland Street
2. Oscar Gonzalez St.
3. 16th Street
4. Austin Street
5. Magson Street
6. Hidalgo Street



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. Section 271.903.

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

CITY OF ELSA

By: _____
Al Perez, Mayor

Attest:

_____

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

Attest:

_____
By: Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI -48606 **Urban County** **16. B.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting the award of a bid and approval of a contract with G & G Contractors for the demolition and reconstruction of the following:

(1) Unit in the Countywide area. Total contract amount is $53,940.00 to G & G Contractors.

BACKGROUND

The applicant was approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on January 20, 2015. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, February 18, 2015.

FY'12 Rehab Prog.
Funds Available: $198,245.14

FY'13 Rehab Prog.
Funds Available: $809,401.00

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

Fiscal Impact

Attachments

G&G Contractors Insurance
Resident Diaz Floorplans
Construction Loan Agreement Diaz
Time Table & Budget for Diaz
Bid Tab Diaz

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/24/2015 08:28 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Olga Lerma		Started On: 02/20/2015 04:18 PM
Final Approval Date: 02/27/2015		

ORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 9/15/2014

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
506 W University Dr
Edinburg, TX 78539
(956)381-0951

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
RENE GARZA JR
DBA G & G CONTRACTORS
5125 S HWY 281, STE 3
EDINBURG, TEXAS 78539
(956-929-1567

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ESSEX INSURANCE COMPANY	
INSURER B: TEXAS COUNTY MUTUAL INS	
INSURER C: TEXAS MUTUAL INS CO	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	3DL0679	03/14/14	03/14/15	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	604891354	03/14/14	03/14/15	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS-MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001221990	03/15/14	03/15/15	WC STATU-TORY LIMITS X 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
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CONSTRUCTION CONTRACTOR

CERTIFICATE HOLDER

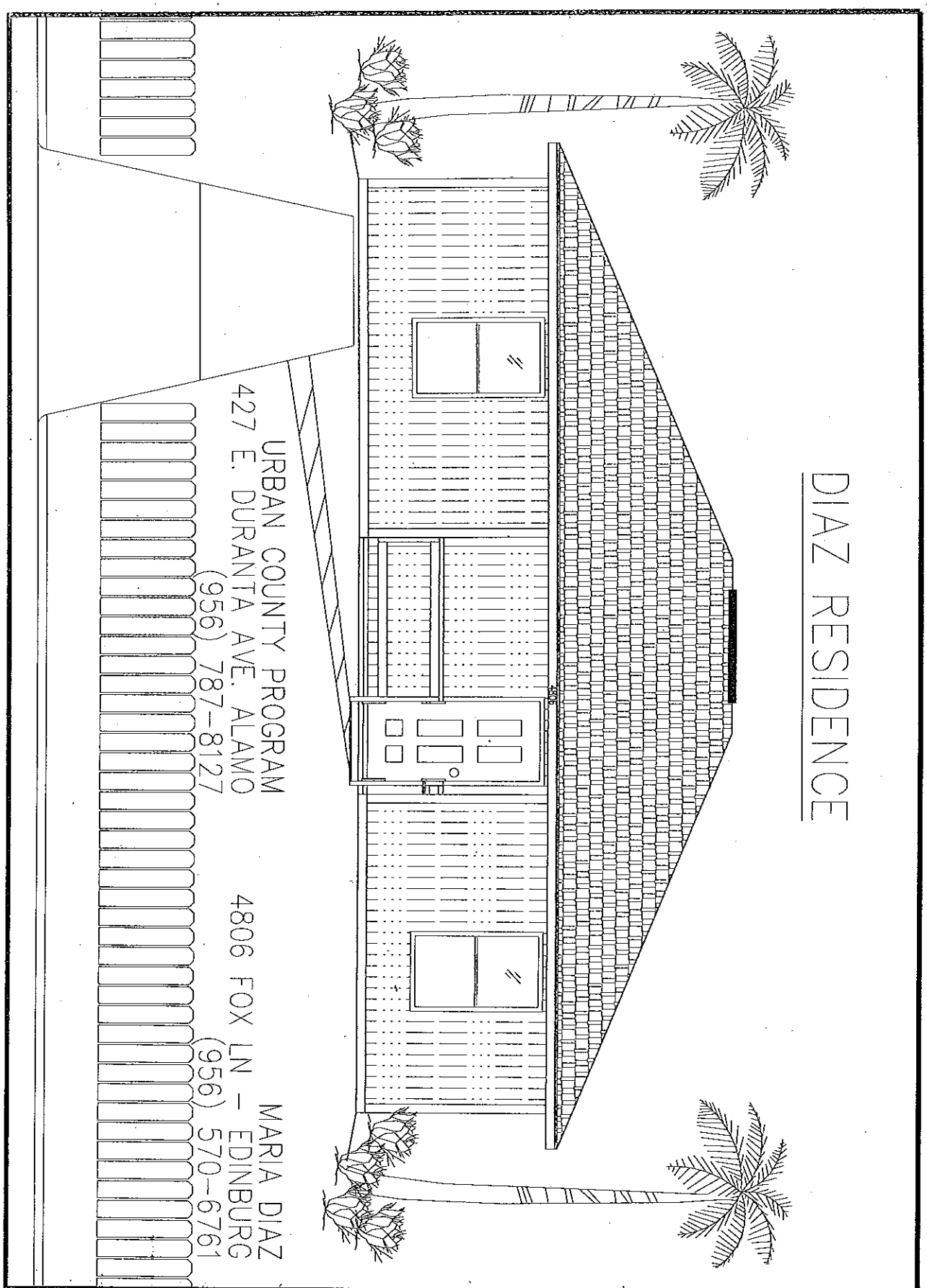
HIDALGO COUNTY URBAN COUNTY PROGRAM
427 E DURANTE AVE, STE 107
ALAMO, TEXAS 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

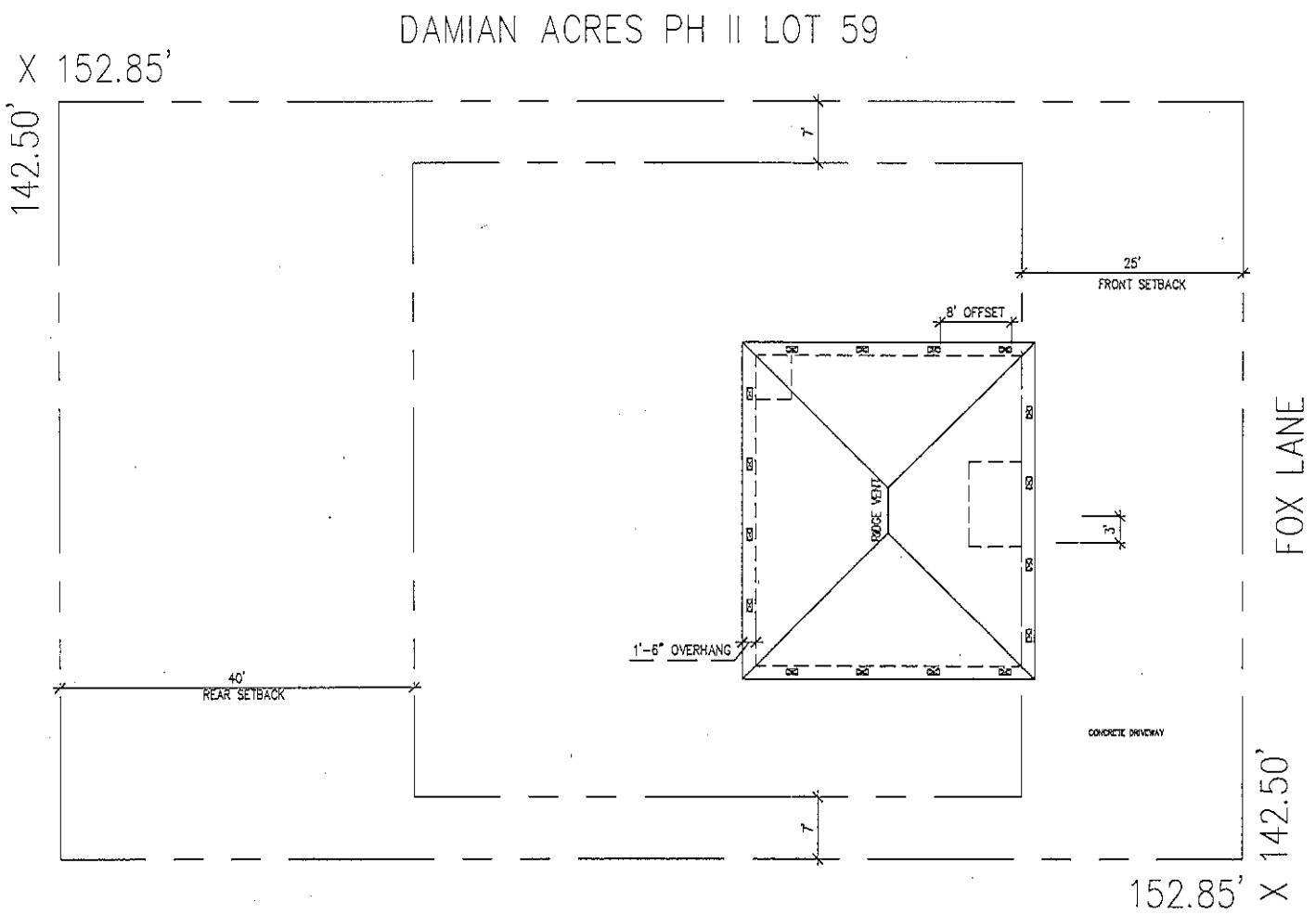
©ACORD CORPORATION 1988



URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

1 OF 7	MARIA DIAZ 4806 FOX LN. EDINBUR, TX	TOTAL AREA 1055 SQ. FT.



NOTE:

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

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

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

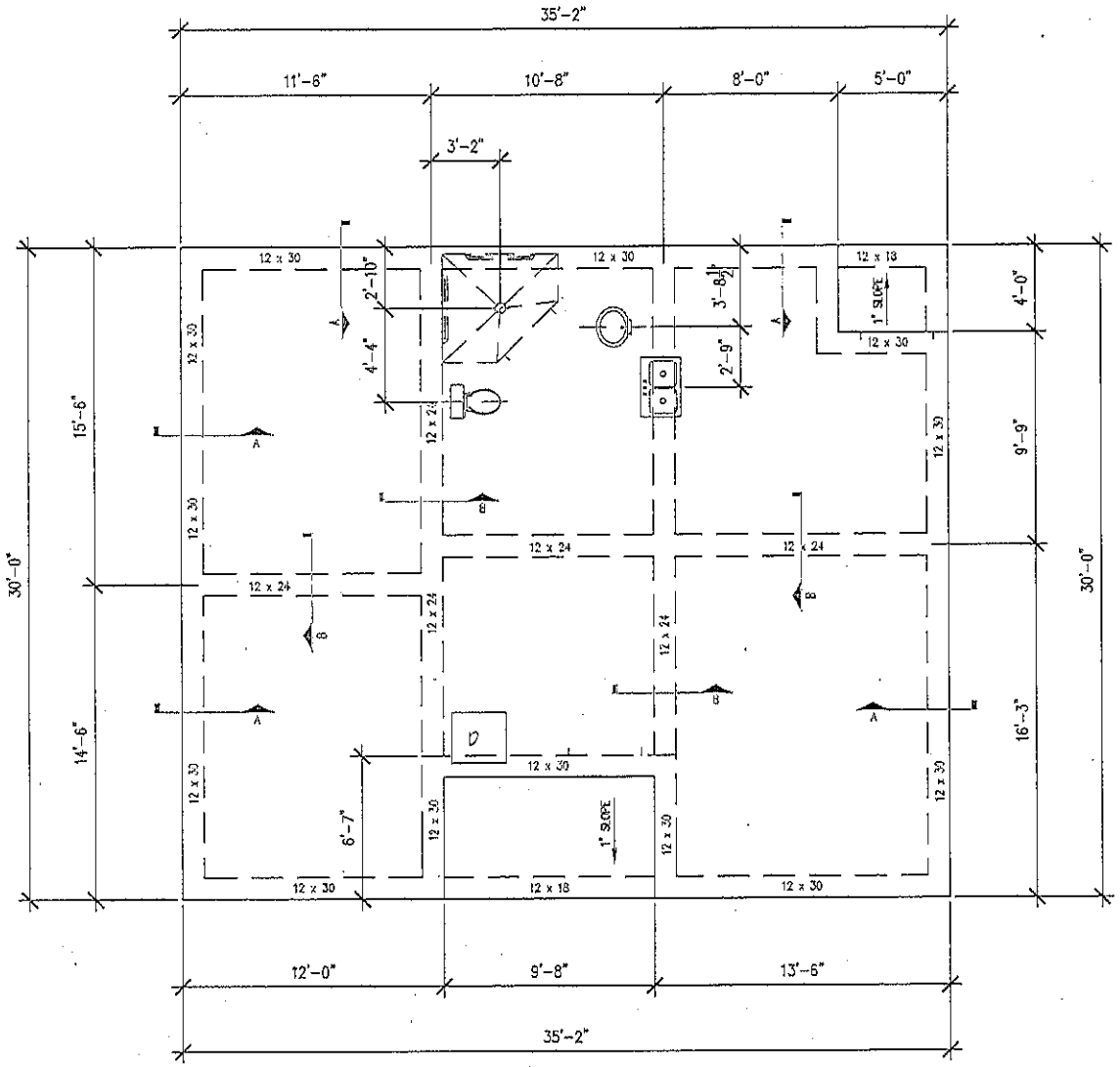
1 ROOF/ PLOT PLAN

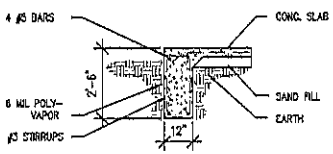
XREF SCALE: NTS

LIVING AREA
1055 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

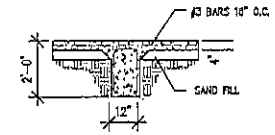
MARIA DIAZ
4806 FOX LN. EDINBUR, TX





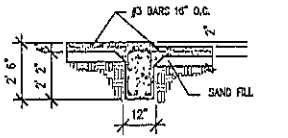
A-EXTERIOR BEAM

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



B-INTERIOR BEAM

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



C-INTERIOR BEAM

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

GENERAL NOTES

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

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

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

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

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

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

1 FOUNDATION PLAN

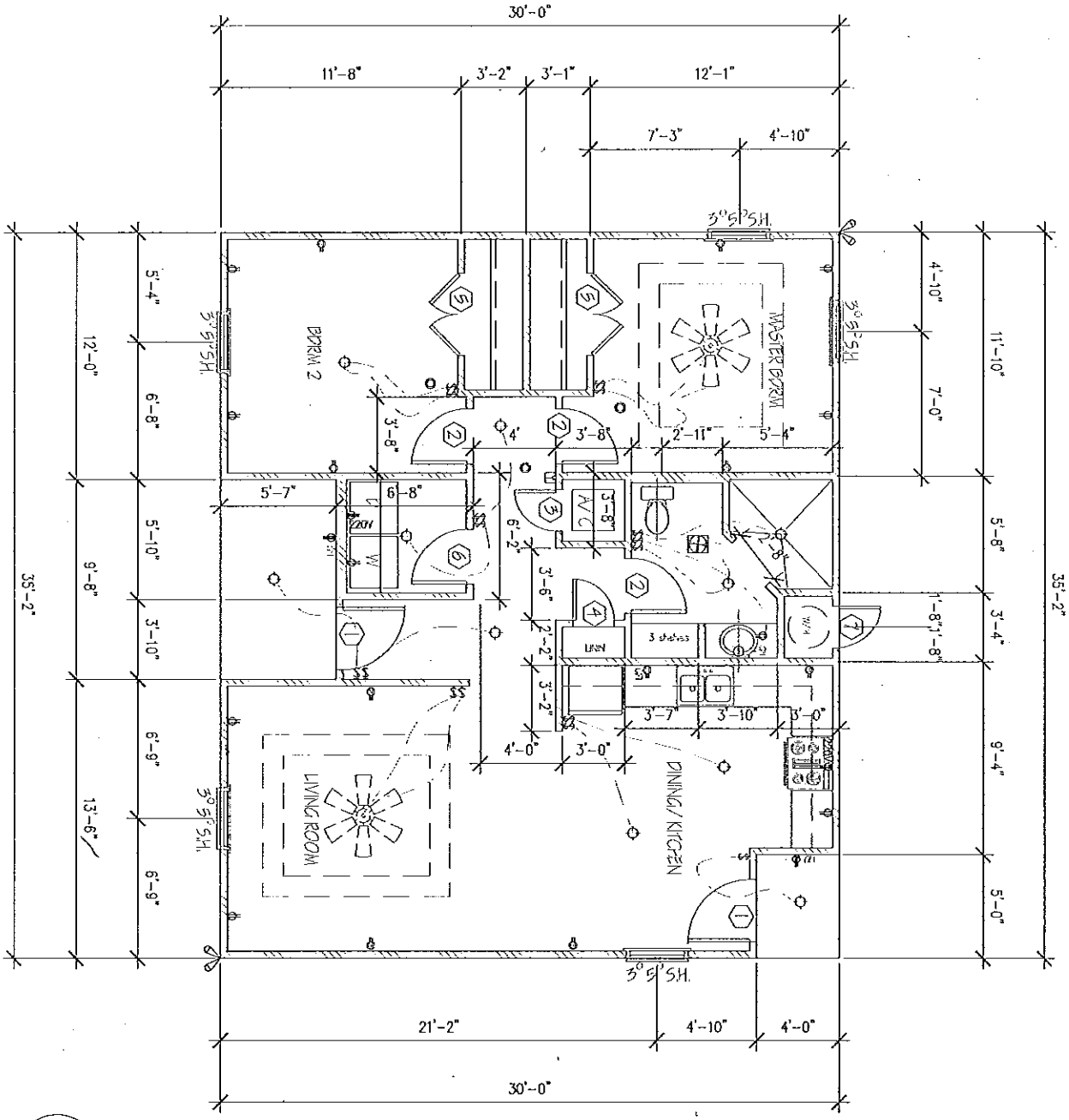
XREF SCALE: NTS

TOTAL AREA 1055 SQ. FT.

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM
URBAN COUNTY PROGRAM

MARIA DIAZ
4806 FOX LN. EDINBUR, TX

3 OF 8



SQUARE FOOTAGE

LIVING AREA	980
PORCH/ PATIO	75
TOTAL SQ. FT.	1055

ELECTRICAL LEGEND

- (WH) WATER HEATER
- LIGHT FIXTURE
- DUPLEX ELECTRICAL RECEPT.
- $ LIGHT SWITCH
- 220V DUPLEX ELECTRICAL RECEPTACLE
- THERMOSTAT
- GFI GROUND FAULT CIRCUIT INTERRUPTER
- SMOKE DETECTOR
- BATHROOM EXHAUST FAN
- MOTION SENSOR SECURITY LED LIGHT

DOOR SCEDULE

DR#	TASK	SIZE	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3°x6⁸	METAL W/ LOW PROFILE THRSHLD.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	2⁸x6⁸	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2°x4°	HOLLOW CORE	PASSAGE FOR A/C CLOSET
4	INSTALL NEW UNIT	2°x6⁸	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	(2)2°x2°	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	2⁸x6⁸	HOLLOW CORE	PASSAGE
7	INSTALL NEW UNIT	2°x6⁸	HOLLOW METAL	LOCK W/ DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1' FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-CLIENT IS REQUESTING CONNECTIOS FOR A GAS / ELECTRIC STOVE.
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:
HANNEFORD GOLD SW 6130 CONSTANT CORAL SW 6325
INTERIOR COLOR CHOICES TO BE OR MATCH:
INTERACTIVE CREAM SW 6113 FRIM HUMBLE GOLD SW 6380

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 30 DAY OF JAN. 2015

Maria Diaz

1 FLOOR PLAN

XREF

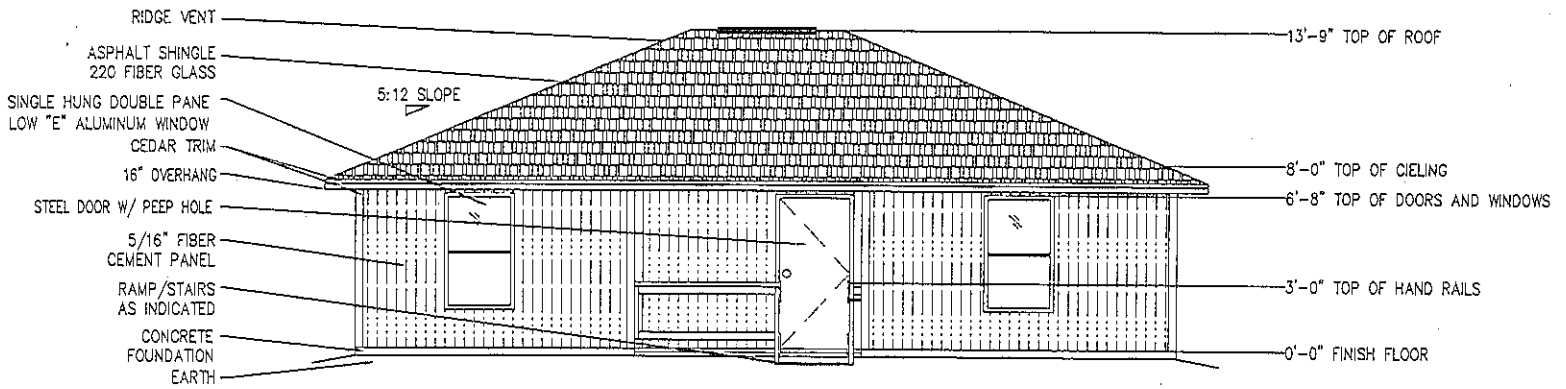
SCALE: NTS

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

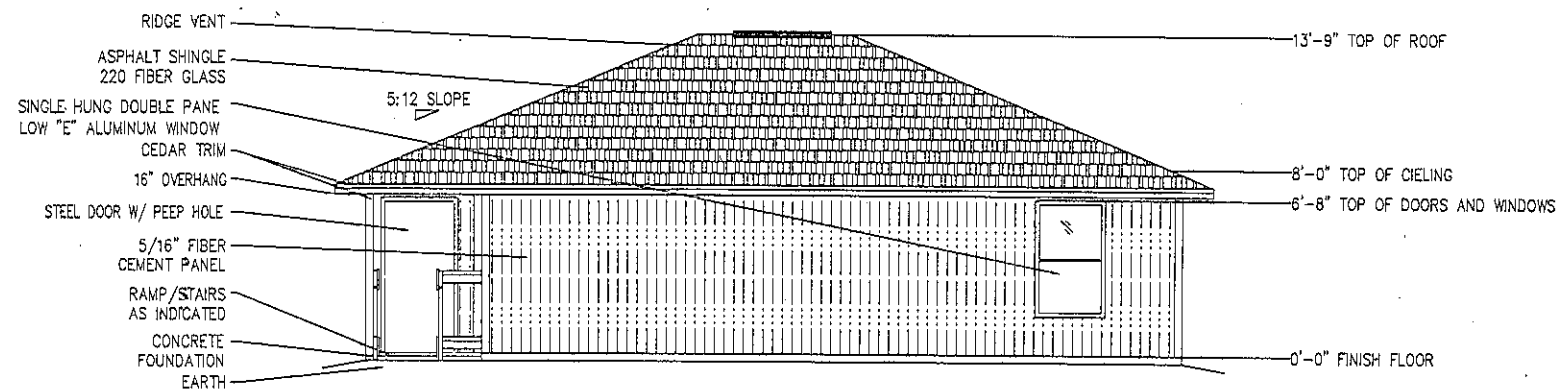
MARIA DIAZ
4806 FOX LN. EDINBUR, TX

TOTAL AREA
1055 SQ. FT.



1 FRONT ELEVATION PLAN

XREF SCALE: NTS



2 REAR ELEVATION PLAN

XREF SCALE: NTS

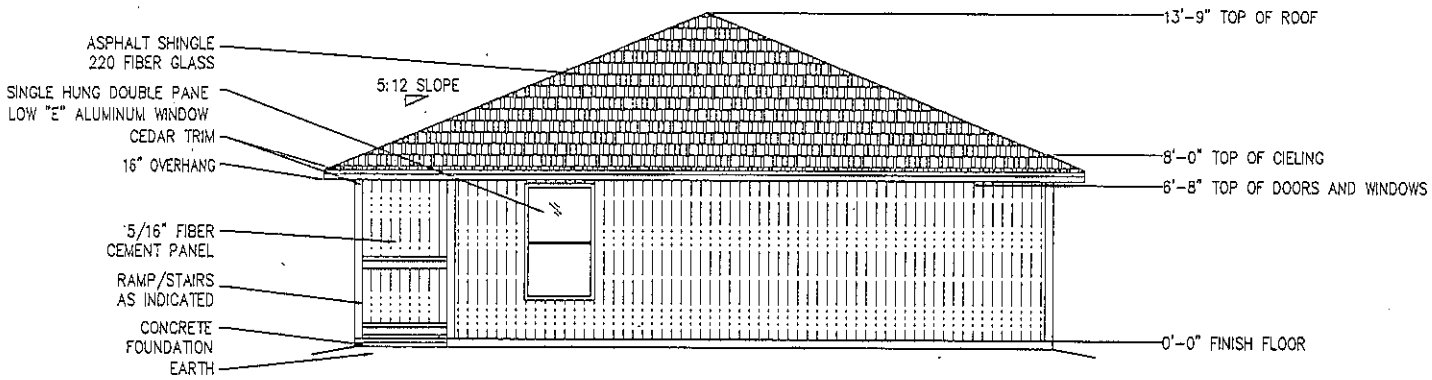
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1055 SQ. FT.

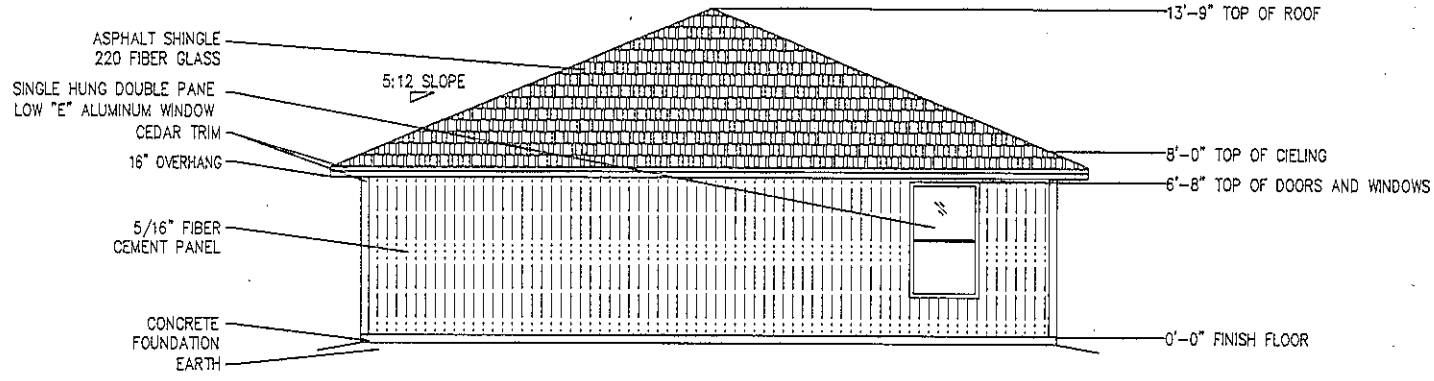
MARIA DIAZ
4806 FOX LN. EDINBURG, TX

5 OF 7



1 LELT ELEVATION PLAN

XREF SCALE: NTS



2 RIGHT ELEVATION PLAN

XREF SCALE: NTS

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1055 SQ. FT.

MARIA DIAZ
4806 FOX LN. EDINBURG, TX

6 OF 7

SPECIFICATIONS

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

OWNER (S) Maria Diaz CASE NO.: CW 85-15-01 DATE: 1-30-15 ADDRESS: 4806 Fox Lane Edinburg, TX PHONE: 956-570-6761 BY: ERIC TREVINO

1. FOUNDATION WORK:

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

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

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

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

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

FIXTURES:

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

FIXTURES: (SEE SPECS)

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

OTHER RELATED ITEMS

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

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

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

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

ALL EXTERIOR CEILING COVERINGS:

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

ALL INTERIOR WALL & CEILING COVERINGS.

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

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE. ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

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

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

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

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

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- HAVE RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

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

8. EXTERIOR FINISH:

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

9. SIDING:

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

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

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

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

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

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

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

14. RANGE HOOD:

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

15. BATHROOM ACCESSORIES:

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

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS

BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

*PROVIDE & INSTALL A **16 SEER CENTRAL** AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

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

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

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

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

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

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

NAME OF APPLICANT

NAME OF CO-APPLICANT

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **March 3, 2015**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Maria Diaz**

BORROWER'S ADDRESS:

4806 Fox LN
Edinburg, Texas 78542

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

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

CONTRACTOR: **Rene Garza G & G Contractors**

CONTRACTOR'S ADDRESS:

5125 S. Hwy 281, Ste. 3
Edinburg, Texas 78539

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$53,940.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$53,940.00**, executed by Borrower, and payable to Lender.

CONTRACT:

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

SECURITY FOR PAYMENT:

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

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

IMPROVEMENTS:

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

AMOUNT AVAILABLE FOR CONSTRUCTION**:** **$53,940.00**

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

1. Purpose and Limitation of Advances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by

Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

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

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

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

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

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

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

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

16. General Provisions. This Agreement:

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

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

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

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

NOTICE

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

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

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal

warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER(s):

_____

Maria Diaz

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

LENDER:

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

_____

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

CONTRACTOR:

_____

By: **Rene Garza**
Its: **G & G Contractors**

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

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **3rd** day of **March, 2015**, by **Maria Diaz.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **3rd** day of **March 2015**, by **Rene Garza, DBA G & G Contractors,** a **Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

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

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

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

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

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RENE GARZA, DBA G & G CONTRACTORS, AT 5125 S. HWY 281, STE. 3, EDINBURG, TEXAS 78539 NOT LATER THAN MIDNIGHT OF MARCH 5, 2015.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER(s):

_____

Maria Diaz

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 59, Damian Acres Phase II, an addition to the City of Edinburg, Hidalgo County Texas, according to the map thereof recorded in Volume 36, Page 162-164, Map Records Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"
SPECIAL CONDITIONS

None.

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	March 3, 2015
Demolition	March 12, 2015
Construction Start	March 13, 2015
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	June 10, 2015

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$53,940.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$53,940.00

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: February 18, 2015 Bid Opening Time: 9:30 am

Description of Bid: The Demolition and Reconstruction of Two (2) Units in the Countywide Area

Grant #: M-12-UC-48-0501-ET-04

A-ONE INSULATION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	G. TREVINO	$75,000.00	BB INCLUDED
2	M. DIAZ	$56,500.00	BB INCLUDED

G & G CONTRACTORS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	G. TREVINO	$72,540.00	BB INCLUDED
2	M. DIAZ	$53,940.00	BB INCLUDED

3 GENERAL CONSTRUCTION INC.

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	G. TREVINO	$67,500.00	BB INCLUDED
2	M. DIAZ	$54,800.00	BB INCLUDED

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

AI -48562 **Urban County** **16. C.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Hold a PUBLIC HEARING to consider public comments for a proposed budget and program amendment for the Urban County Program – HOME Investments Partnership Program (HOME) for the 2013 Fiscal Year.

2. Requesting approval of a **BUDGET AND PROGRAM AMENDMENT** for the Urban County Program – HOME Investments Partnership Program (HOME). The proposed budget and program amendment for Fiscal Year 2013 will delete the $200,000 budget of the Rental Program, reduce $50,000 from the Owner-Occupied Rehabilitation Program and increase the budget of the Community Housing Development Organization Program (CHDO).

BACKGROUND

Hidalgo County – Urban County Program proposes the following budget and program amendment to the HOME Program for Fiscal Year 2013:

Original Urban County Proposed
Budget Fiscal Year 2013 Activities Budget
$ 400,000 Community Housing Development Organization Program (CHDO) $ 650,000
$ 200,000 Rental Program $ ---------
$ 809,601 Owner-Occupied Rehabilitation Program $ 759,601
$ 50,000 Homebuyer Assistance Program $ 50,000
$ 162,177 Administration $ 162,177
$1,621,778 TOTAL $1,621,778

The UCP had originally set-aside $200,000 for eligible Rental Program activities and completed a request for proposals and awarding process. After numerous

months of negotiation however, the intended recipient of these funds has been unable to meet the terms and conditions of the program agreement. Due to the HOME Program regulatory commitment requirement, the UCP is requesting the deletion of the Rental Program line item ($200,000), a reduction in the Owner-Occupied Rehabilitation Program of $50,000 and a re-allocation of the $250,000 balance to the Community Housing Development Organization (C.H.D.O.) Program. In order to ensure commitment to HOME eligible activities in a timely manner, the UCP recommends this budget amendment.

Fiscal Impact

Attachments

Public Notice HOME Investments PArtnership Program FY 2013

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Debbie Tamez	02/20/2015 08:43 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Olga Lerma		Started On: 02/18/2015 01:46 PM
Final Approval Date: 02/27/2015		

ORIGINAL ALLOCATION

2013	HOME PROGRAM	$1,621,778.00
21A Exempt	HOME GENERAL ADMINISTRATION Funding for staff salaries/fringe benefits, and other associated administrative costs for the administration of the HOME Program.	$162,177.00
13 Environmental Assessment 58.36	DIRECT HOMEOWNERSHIP ASSISTANCE Project will provide principal reduction, down payment and closing cost assistance to ten (10) eligible first time homebuyers.	$50,000.00
14A Environmental Assessment 58.36	OWNER- OCCUPIED REHABILITATION PROGRAM Project will provide rehabilitation and reconstruction services to Fifteen (15) substandard homes for eligible homeowners and includes project delivery expenses.	$809,601.00
12 Environmental Assessment 58.36	CHDO PROGRAM Funding for two area community housing development organizations for the construction of up to twenty (20) new single-family homes and includes project delivery expenses.	$400,000.00
12 Environmental Assessment 58.36	RENTAL PROGRAM Funds will be used to improve/construct (2) Rental units and includes project delivery expenses.	$200,000.00

PROPOSED ALLOCATION

2013	HOME PROGRAM	$1,621,778.00
21A Exempt	HOME GENERAL ADMINISTRATION Funding for staff salaries/fringe benefits, and other associated administrative costs for the administration of the HOME Program.	$162,177.00
13 Environmental Assessment 58.36	DIRECT HOMEOWNERSHIP ASSISTANCE Project will provide principal reduction, down payment and closing cost assistance to ten (10) eligible first time homebuyers.	$50,000.00
14A Environmental Assessment 58.36	OWNER- OCCUPIED REHABILITATION PROGRAM Project will provide rehabilitation and reconstruction services to Fifteen (15) substandard homes for eligible homeowners and includes project delivery expenses.	$759,601.00
12 Environmental Assessment 58.36	CHDO PROGRAM Funding for two area community housing development organizations for the construction of up to twenty (20) new single-family homes and includes project delivery expenses.	$650,000.00

AI -48559 **Urban County** **16. D.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to **amend the 2013** Affordable Homes of South Texas Inc. (AHSTI) HOME Community Housing Development Organization (CHDO) Agreement and increase the funding by $75,000

BACKGROUND

The UCP had originally set-aside $200,000 for eligible Rental Program activities and completed a request for proposals and awarding process. After numerous months of negotiation however, the intended recipient of these funds has been unable to meet the terms and conditions of the program agreement. Due to the HOME Program regulatory commitment requirement, the UCP is requesting the deletion of the Rental Program line item, a reduction of $50,000 within the Owner-Occupied Rehabilitation Program and a re-allocation of the $250,000 balance to the Community Housing Development Organization (C.H.D.O.) Program. In order to ensure commitment to HOME eligible activities in a timely manner, the UCP recommends an increase to the FY 2013 C.H.D.O. Agreement with AHSTI as follows:

Current Proposed Increase Amended Amount

Fiscal Year	Amount	Fiscal Year	Amount	Fiscal Year	Amount
2013	$100,000	2013	$75,000	2013	$175,000

Fiscal Impact

Attachments

1st Amendment for Grant of HOME Funds

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2015 08:38 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Olga Lerma Started On: 02/18/2015 11:19 AM

Final Approval Date: 02/27/2015

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO AGREEMENT FOR GRANT OF HOME FUNDS

This First Amendment to Agreement is made this 3rd day of March, 2015 by and between Hidalgo County, Texas (the "County") and Affordable Homes of South Texas, Inc., a Texas nonprofit corporation ("CHDO");

WHEREAS, County and CHDO entered into that certain Agreement for Grant of Home funds dated October 14, 2014 (the "Agreement") in which the CHDO agrees to develop affordable housing pursuant to County's HOME Program as described in the Agreement;

WHEREAS, the County desires to increase the grant to the CHDO.

WHEREAS, the parties have now determined to amend the Agreement increase the County grant to the CHDO during the term of the Agreement.

NOW THEREFORE, for and in consideration of the increase of the grant to the CHDO County and CHDO hereby mutually agree to the following Amendment to the Agreement:

1. The sentence in Section II A. 1. is hereby deleted and the following is substituted in lieu thereof; sentence is

   During the Term of this Agreement, County agrees to grant CHDO $ 175,000.00 utilizing FY 2013 HOME funds for the Projects subject to the conditions of this Agreement.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. County and CHDO 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

CHDO:

AFFORDABLE HOMES OF
SOUTH TEXAS, INC.

By:_____

Its: _____

APPROVED AS TO FORM;

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI -48561 **Urban County** **16. E.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to amend the 2013 Proyecto Azteca HOME Community Housing Development Organization (CHDO) Agreement and increase the funding by $175,000

BACKGROUND

The UCP had originally set-aside $200,000 for eligible Rental Program activities and completed a request for proposals and awarding process. After numerous months of negotiation however, the intended recipient of these funds has been unable to meet the terms and conditions of the program agreement. Due to the HOME Program regulatory commitment requirement, the UCP is requesting the deletion of the Rental Program line item, a reduction of $50,000 within the Owner-Occupied Rehabilitation Program and a re-allocation of the $250,000 balance to the Community Housing Development Organization (C.H.D.O.) Program. In order to ensure commitment to HOME eligible activities in a timely manner, the UCP recommends an increase to the FY 2013 C.H.D.O. Agreement with Proyecto Azteca as follows:

Current Proposed Increase Amended Amount

Fiscal Year	Amount	Fiscal Year	Amount	Fiscal Year	Amount
2013	$300,000	2013	$175,000	2013	$475,000

Fiscal Impact

Attachments

Amendment to Agreement for Grant of HOME Funds

Form Review

Inbox **Reviewed By** **Date**

Budget & Management	Debbie Tamez	02/20/2015 08:39 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Olga Lerma Started On: 02/18/2015 01:27 PM

Final Approval Date: 02/27/2015

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO AGREEMENT FOR GRANT OF HOME FUNDS

This First Amendment to Agreement is made this 3rd day of March, 2015 by and between Hidalgo County, Texas (the "County") and Proyecto Azteca, a Texas nonprofit corporation ("CHDO");

WHEREAS, County and CHDO entered into a into that certain Agreement for Grant of Home Funds dated October 14, 2014 (the "Agreement") in which the CHDO agrees to develop affordable housing pursuant to County's HOME Program as defined and described in the Agreement;

WHEREAS, the County desires to increase the grant to the CHDO.

WHEREAS, the parties have now determined to amend the Agreement increase the County grant to the CHDO during the term of the Agreement.

NOW THEREFORE, for and in consideration of the increase of the grant to the CHDO County and CHDO hereby mutually agree to the following Amendment to the Agreement:

1. By error the typed signature line on the signature page states an entity other than Proyecto Azteca wherein in fact it should state Proyecto Azteca and the parties hereby amend the signature page of the Agreement to state Proyecto Azteca.

2. The sentence in Section II A. 1. is hereby deleted and the following is substituted in lieu thereof; sentence is

   During the Term of this Agreement, County agrees to grant CHDO $ 475,000.00 utilizing FY 2013 HOME funds for the Projects subject to the conditions of this Agreement.

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. County and CHDO 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

CHDO:

PROYECTO AZTECA

_____

By:_____

Its: _____

APPROVED AS TO FORM;

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

Stephen L. Crain

AI -48578 **Urban County** **16. F.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to amend an application with the Owner-Occupied Housing Rehabilitation Program for Roel & Blanca Garcia at the request of Housing Rehab Staff.

BACKGROUND

The Housing Rehab Staff is requesting to Amend Agenda #47999 for Roel & Blanca Garcia that was approved on January 20, 2015. Since receiving application approval, the family financial situation has changed (increased). As a result, the Urban County Program staff is requesting that the County Commissioner Court amend the Garcia's application from a 30% loan and 70% deferred to 50% loan and 50% deferred.

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Roel & Blanca Garcia Loan - 50% Deferred Loan - 50% Reconstruction	ME#50-15-01	Mercedes Precinct#1	HOME 2012	Lot 6 Block 5, Garden Park Subdivision, an addition to the City of Mercedes, Hidalgo County Texas

Fiscal Impact

Attachments

Agenda 47999 as backup for Amended

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2015 09:58 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Olga Lerma Started On: 02/19/2015 04:15 PM

Final Approval Date: 02/27/2015

(4)

URBAN COUNTY PROGRAM

Hidalgo County Commissioner's Court
Consent Agenda Request Form

No. 47999

By: Irene

Date: January 6, 2015

Meeting Date Request: January 20, 2015

Deadline for Action: A.S.A.P

Contact Person: DIANA R. SERNA, DIRECTOR

Department: Urban County Program

Phone: (956) 787-8127 Fax: (956) 318-2988

Diana R. Serna, Urban County Director

Caption:
Request for approval of one (1) applicant in the Countywide area and one (1) applicant in the City of Mercedes under the Owner-Occupied Housing Rehabilitation Program.

Background:
The following families are being recommended for approval to receive assistance under the Owner-Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Maria Diaz Loan – 50% Deferred Loan – 50% Reconstruction	CW#85-15-01	Edinburg Precinct #4	HOME 2012	Lot 59, Damian Acres Phase II, an addition the City of Edinburg, Hidalgo County Texas.
Roel & Blanca Garcia Loan – 30% Deferred Loan – 70% Reconstruction	ME#50-15-01	Mercedes Precinct#1	HOME 2012	Lot 6 Block 5, Garden Park Subdivision, an addition to the City of Mercedes, Hidalgo County Texas.

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner's Court. Funding is available through the HOME 2012 Budget. The Urban County Program staff recommends approval of applicants.

Please initial for approval:

APPROVED
County Commissioners' Court
DATE: 1-20-15

Division Director, UCP Housing
Finance Director

Legal Council _____ Budget _____ Human Resources _____ Dept./Fund No._____ Amount
Expended: $ _____ Funds/ Staffing Budgeted: Yes ____ No ____ Amount Code: _____ Impact on Future Budget: Yes_____ No____

Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote

AI -48442 **Head Start** **17. A.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Poverty Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2015-2016

BACKGROUND

Policy Council Approval: 02.18.15

Fiscal Impact

Attachments

Income Guidelines

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/13/2015 01:39 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Linda Galaviz		Started On: 02/10/2015 11:33 AM
Final Approval Date: 02/27/2015		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: February 18, 2015

SUBJECT: Discussion/Approval of Family Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2015-2016

RATIONALE/NEED: The Hidalgo County Head Start Program must comply with Federal Regulations regarding eligibility, recruitment, selection and enrollment. The poverty income guidelines are updated annually and must be incorporated into our selection process. Ref. CFR-45, 1305.6(a).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Income and Priority Guidelines for Program Year 2015-2016

****

INITIATED BY: Irma Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Poverty Income Guidelines for Eligibility For Head Start Programs PY: 2015 – 2016

Size of Family Unit	100% Poverty Income Guidelines	130% Poverty Income Guidelines
1	$11,770	$15,301
2	$15,930	$20,709
3	$20,090	$26,117
4	$24,250	$31,525
5	$28,410	$36,933
6	$32,570	$42,341
7	$36,730	$47,749
8	$40,890	$53,157
Add $4,160 for each additional family member		

100% Poverty Income Guideline Source: http://aspe.hhs.gov/poverty/15poverty.cfm. ***January 22, 2015.***
130% Poverty Income Guideline Source: Ref: P.L. 110-134, ACF-IM-HS-08-01.

Grantee Board Approval: Pending
Policy Council Approval: Pending

Hidalgo County Head Start Program
Priority Guidelines for Selection and Enrollment
Program Year 2015 – 2016

The Hidalgo County Head Start Program does NOT deny anyone the right to apply regardless of race, sex, creed, color, national origin or disabling condition. The families of children applying for admittance to the Hidalgo County Head Start Program MUST meet income, age and other pertinent criteria. Final approval will be granted by the Hidalgo County Head Start Policy Council. Persons wishing to contest a denial for enrollment may do so by submitting their grievances or concerns in writing to the Hidalgo County Head Start Policy Council, at P.O. Box 0117, Edinburg, Texas 78540.

DEFINITIONS

Parent:	The term parent used in this document is defined as the biological parent or legal guardian.
Legal Guardian:	The term "legal guardian" means a person who is appointed guardian or a temporary guardian by the court, and has been awarded legal custody of a minor child/ren in accordance to **Texas Civil Statute, Chapter XIII, Sec. 6.01, 6.81, 6.82, and 6.84**.
Family:	The term family is defined as all persons living in the same household who are supported by the income of the parent(s) or guardian(s) of the child enrolling in the program and/or related to the parent(s) or guardian(s) by blood, marriage or adoption. **Ref 1305.2(e).** Federal Recognition of Same-Sex Spouses/Marriages **Ref: ACF-IM-HS-14-03**. Note; Single, divorced, separated, and widowed parents must provide proof of marital status.
Age:	A child must be at least (3) years old by **September 1, 2015** and is eligible **UNTIL** the child enters kindergarten to be eligible for services. **Ref: 1305.4(a) and 1305.6(b).**
Income:	To be eligible for Head Start services, a family must be income eligible within 100% of the poverty guidelines. **Ref:** http://aspe.hhs.gov/poverty/15poverty.cfm. ***01/22/2015.*** Families may be eligible if their income is between 100% thru 130% of the poverty guidelines. **Ref: P.L. 110-134, ACF-IM-HS-08-01.** Detailed Definition of Income – **Ref: ACF-IM-HS-09-02.**
Military Personnel	Only the base pay of active military personnel will be allocated to calculate the individual's income. **Head Start Reauthorization; P.L. 110-134, ACF-IM-HS-08-01.**
Full Day	Children who meet the applicable criteria and qualify for services will be provided with **FREE** services from 7:45 AM till 5:15 PM; **Ref: 1306.3 (e).**
Selection:	A systematic process used to review all applications for Head Start services. The Priority Guidelines will identify those children in most need. **Ref: 1305.6 (a)**
Enrollment:	Children remain eligible the succeeding enrollment year, regardless of income, provided that they did not drop prior to the last day of school. **Ref: 1305.7 (c).** The Program may choose not to enroll a child when there is a change in the child's family income and there is a child with a greater need for Head Start Services. **Ref: 1305.7 (a).**
Waitlist:	A three (3) year old waiting list and a four (4) year old waiting list will be maintained at each Head Start Center. This will ensure that eligible children enter the program as vacancies occur and children are placed in age appropriate classrooms. **Ref: 1305.6(b); 1305.6(d); OHS – PC – I – 001 and OHS – PC – I – 024.**

Information required to apply and qualify for the Hidalgo County Head Start Program are:

- Child's Birth Certificate or Baptismal Certificate, and Social Security Number
- 2014 Income Tax Return & Appropriate W-2 Forms, Schedule C's, Schedule K's, etc.
- All Appropriate Child Support Information (Divorce Decree or State Attorney General's Office – Child Support Award Letter) for Parents Who are Single, Separated, or Divorced
- Medical Insurance Information, such as Medicaid, CHIPS, or Private Insurance
- All Appropriate Medical Information Regarding Children with Special Needs

Grantee Board Approval: Pending
Policy Council Approval: Pending

Hidalgo County Head Start Program
Priority Rankings for Enrollment

Priority Ranking	SELECTION CRITERIA
1	Children who are 3 or 4 years of age of families who are **HOMELESS**. ***Must be income eligible within 100% poverty guidelines.***
2	**FOSTER** children who are 3 or 4 years of age who are under the guardianship of Child Protective Services (Child's income only) ***Must be income eligible within the 100% poverty guidelines.***
3	Children who are 3 or 4 years old of age who are **DISABLED**. ***Must be income eligible within the 100% poverty guidelines or the 100% thru 130% of the poverty guidelines.*** 10% of enrollment opportunities are available to children with disabilities. Once the program has met the 10% enrollment quota, children with disabilities and non-disabled children will compete equally based on need as described in Priority Rankings. **Ref: 1308.5(c)(4)**
4	Children who are 3 and 4 years of age of families that receive **TANF** benefits. ***Must be income eligible within the 100% poverty guidelines.*** **Ref: 1305.2(l) and OHS-PC-I-016.**
5	Children who are 3 and 4 years of age, whose parent(s) are active in the "Uniformed Services" of the United States. Uniformed services are Army, Navy, Air Force, Marines, or Coast Guard. ***Must be income eligible within the 100% poverty guidelines.*** **Ref: Sec. 645(a)(3) of the Head Start Act ; 37 USC 101; 37 USC 310; 37 USC 403; 10 USC 2871-2872 and 2882**
6	Children who are 3 and 4 years of age, whose **parent(s) are disabled or elderly (60+ yrs.)** ***Must be income eligible within the 100% poverty guidelines.***
7	Children who are 3 or 4 years of age of **single parents** who work full time, or are full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines.***
8	Children who are 3 or 4 years of age of a **two parents household**, who both work full time, or full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines.***
9	Children who are 3 or 4 years of age of **single parents** who are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
10	Children who are 3 or 4 years of age of **two parents household** where one parent is employed, in school, or in training and the other is unemployed. ***Must be income eligible within the 100% poverty guidelines.***
11	Children who are 3 or 4 years of age to **two parent household**, where both parents are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
12	Children who are 3 and 4 years of age of families that receive **SSI** benefits. ***Must be income eligible within the 100% poverty guidelines.*** **Ref: 1305.2(l) and OHS-PC-I-016.**
13	Children who are 3 or 4 years of age whose ***families' income is between 100% thru 130% of the poverty guidelines.*** *(Note: No children who fall within this ranking will be enrolled until all other rankings are exhausted).*

Grantee Board Approval: Pending
Policy Council Approval: Pending

AI -48441 **Head Start** **17. B.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request to Purchase Two (2) Cargo Vans Through the Hidalgo County's Membership/Participation with the Texas Association School Board (TASB) Buyboard's Awarded Vendor, Caldwell Country Chevrolet, Including TASB Administrative Fees

BACKGROUND

Policy Council Approval: 02.18.15

Fiscal Impact

Attachments

Purchase Two Cargo Vans

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/13/2015 01:39 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Linda Galaviz		Started On: 02/10/2015 11:30 AM
Final Approval Date: 02/27/2015		

Hidalgo County Head Start Program

Policy Council Agenda

DATE: February 18, 2015

SUBJECT: Discussion/Approval on Request to Purchase Two (2) Cargo Vans through the Hidalgo County's membership/Participation with the Texas Association School Board (TASB) Buyboard's Awarded Vendor, Caldwell Country Chevrolet. (Including TASB Administrative Fees).

RATIONALE/NEED: The Head Start Maintenance Department is in need of the cargo vans for the delivery of services to the Head Start Centers. This contract would allow the purchasing of the lowest and best pre-bided prices.

RECOMMENDATION: Administration recommends approval.

COST: Head Start Program (DHHS) funds for this project are available. $42,980.00

RELATED INFORMATION INCLUDED: Quote

* *

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director E. Garcia

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

QUOTE# 00B2

CONTRACT PRICING WORKSHEET

End User: HIDALGO COUNTY HEAD START	Contractor: CALDWELL COUNTRY
Contact Name: ANGELICA SALINAS	CALDWELL COUNTRY
Email: ANGELICA.SALINAS@HCHSP.ORG	Prepared By: Averyt Knapp
Phone #: 956-380-4150	Email: aknapp@caldwellcountry.com
Fax #: 956-381-0439	Phone #: 800-299-7283 or 979-567-6116
Location City & State: MCALLEN, TX	Fax #: 979-567-0853
Date Prepared: JANUARY 12, 2015	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872

Product Description: 2015 CHEVROLET 2500 EXPRESS CARGO VAN CG23405

A Base Price:	$20,520

B Published Options

Code	Description	Cost	Code	Description	Cost
	REAR & SIDE CARGO DOORS W/GLASS	$150			
	145 AMP ALTERNATOR	$75		CALDWELL COUNTRY	
	770 CCA BATTERY	$60		PO BOX 27	
	AM-FM STEREO	$150		CALDWELL,TEXAS 77836	

Subtotal B	$435

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL			

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc…)

Subtotal D FOB MCALLEN	$335
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	21,290
Quantity Ordered X	2
Subtotal E	$42,580

F Non-Equipment Charges (Trade-In, Warranty, Etc…)

BUY BOARD	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$42,980

Estimated Delivery Date:	90 DAYS APPX

AI -48557 **Planning Department** **18. A.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Nora Cavazos, PLANNING DEPT. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval with Variance Request
a. Los Feliz Phase 2 Subdivision – Pct. 4 (Forrest Runnels Jr.)
b. Los Vientos Estates No. 3 – Pct. 4 (Kathryn I East)

2. Preliminary Approval
a. Guerra Apartments Subdivision – Pct. 1 (Rene Guerra)
b. F & F Subdivision – Pct. 3 (Maria Acosta)
c. Presidio Estates Unit 2 – Pct. 1 (Kyndel Bennett)
d. Rancho B2Z Subdivision – Pct. 4 (Beza Badiozzamani)
e. Perez Acres Subdivision – Pct. 1 (Juan Perez)

3. Final Approval
a. Magdalena Estates – Pct. 4 (Kyndel Bennett)
b. Los Vientos Estates No. 2 – Pct. 4 (Kathryn I. East)

4. Final Approval with Financial Guarantee
a. Sunflower Gardens Subdivision – Pct. 4 (Richard Ruppert)

BACKGROUND

Fiscal Impact

Attachments

Los Feliz Phase 2; Preliminary
Los Vientos Estates 3; Preliminary
Guerra Apartments; Preliminary
F & F; Preliminary

Presidio Estates Un 2; Preliminary
Rancho B2Z; Preliminary
Perez Acres; Preliminary
Magdalena Estates; Final
Los Vientos Estates No 2; Final
Sunflower Gardens; Final

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2015 09:34 AM
Glinda Pacheco	Glinda Pacheco	02/25/2015 09:54 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Nora Cavazos		Started On: 02/18/2015 11:00 AM
Final Approval Date: 02/27/2015		

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 03-03-2015

PROPOSED **LOS FELIZ PHASE 2** SUBDIVISION, PRECINCT No. **4 .**

ENGINEER FIRM: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **FORREST N. RUNNELS JR.**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **38** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **½ mile North of Mile 22 ½ Rd, East side of Brushline Rd.**

SUBDIVISION LIES WITHIN THE: ☒ The Rural Area of the County.

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **01-21-15** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Detention will be accommodated by drainage swales which will be located at the rear of each lot which is the natraul low area of the subdivision.**

ROAD R.O.W. DEDICATION: **30 ft. to Brushline Rd**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **1-28-15** By, **Joe Ochoa** PCT. 4 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **02-04-15** By, **Elizardo Ramos, Environmental Health Division Manager**

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **East side of Brushline Rd.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **02-02-15** : By **Martin Ramirez, Envirnmental Compliance Coordinator**

☒ **SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

VARIANCE REQUEST ON: Hidalgo County Subdivision Rules Appendix 9.E; County details and specifications, Plate 9.13 Rural Section Arterial Street.

STAFF RECOMMENDS:

☐ **Staff Recommending No Action**

☒ **Preliminary Approval with Variance Request** *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.*

SUBDIVISION PLAT OF:

LOS FELIZ SUBDIVISION PHASE II

A 139.92 ACRE TRACT OF LAND OUT OF SHARE "C" OF THE PARTITION OF SHARE No.5 LAS MESTEÑAS GRANT, HIDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2282805, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 139.92 ACRE TRACT OF LAND OUT OF SHARE "C" OF THE PARTITION OF SHARE No.5 LAS MESTEÑAS GRANT, HIDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2282805, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE WEST RIGHT OF WAY LINE OF BRUSHLINE ROAD FOR THE SOUTHWEST CORNER OF LOS FELIZ SUBDIVISION PHASE I (RECORDED IN INSTRUMENT NUMBER 2391858, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS N 78°43'53" W, 3,694.27 FEET AND N 09°11'20" E, 3,027.50 FEET FROM THE SOUTHEAST CORNER OF SHARE "C".

THENCE; N 09°11'20" E, ALONG THE WEST RIGHT OF WAY LINE OF BRUSHLINE ROAD, A DISTANCE OF 3,944.21 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THE TEXAS REGIONAL BANK, AS SUCCESSOR CUSTODIAN FOR RICHARD W. RUPPERT AND CARROLL W. RUPPERT TRACT (THE WEST 1/2 OF LOTS 8, 9 AND 10, SHARE "B" IN ORIGINAL SHARE OF THE PARTITION OF LAS MESTENAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO SPECIAL WARRANTY DEED RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2554344, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 78°39'17" E, ALONG THE SOUTH LINE OF THE TEXAS REGIONAL BANK, AS SUCCESSOR CUSTODIAN FOR RICHARD W. RUPPERT AND CARROLL W. RUPPERT TRACT, PASSING AT 40.00 FEET THE EAST RIGHT OF WAY LINE OF BRUSHLINE ROAD, A TOTAL DISTANCE OF 1,552.29 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THE KATHRYN L. EAST TRACT (A 98.20 ACRE TRACT OUT OF SHASRE "C" OF THE RESUBDIVISION OF SHARE No.5, HIDALGO COUNTY, TEXAS, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 1561629, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°01'21" W, ALONG THE WEST LINE OF THE KATHRYN L. EAST TRACT, A DISTANCE OF 3,885.82 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF LOS FELIZ SUBDIVISION PHASE I AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°48'40" W, ALONG THE NORTH LINE OF LOS FELIZ SUBDIVISION PHASE I, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE EAST RIGHT OF WAY LINE OF BRUSHLINE ROAD, A TOTAL DISTANCE OF 1,562.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 139.92 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LOS FELIZ SUBDIVISION PHASE I, RECORDED IN INSTRUMENT NUMBER 2391858, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

1-9-15
DATE

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN.

COMMUNITY–PANEL NUMBER 480334 0325 D – REVISED TO REFLECT LOMR MAP REVISED: MAY 17, 2001

2.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3.– LEGEND • – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

4.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

5.– SETBACKS:

FRONT	50.00 FEET
REAR	15.00 FEET
SIDE	6.00 FEET
CORNER SIDE	15.00 FEET

OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES.

6.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

7.– 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 219,402.73 CUBIC –FEET (5.03 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 5 .

8.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1– ELEV= , 1/2" IRON ROD ON THE SOUTHWEST CORNER OF THE SUBDIVISION. N.A.V.D. 88 DATUM.

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.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES.

11.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE LOTS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

CWL LIMITED
BY: THREE LLC
IT'S: GENERAL PARTNER
12.– BY: FORREST N. RUNNELS JR., VICE–PRESIDENT , THE OWNER & SUBDIVIDER OF LOS FELIZ SUBDIVISION PHASE II RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 4 OF THIS PLAT.

13.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATED DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTIFAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

15.– ALL LOTS IN LOS FELIZ SUBDIVISION PHASE II ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN–OFF FROM ALL LOTS IN LOS FELIZ SUBDIVISION PHASE II TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF LOS FELIZ 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 ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING LOS FELIZ SUBDIVISION PHASE II BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN LOS FELIZ SUBDIVISION PHASE II, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN LOS FELIZ 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 AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

16.– THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE FOR THE INSTALLATION OF DRIVEWAY CULVERT PIPE, OF NO LESS THE 15" IN DIAMETER AND 24' IN LENGTH BY DEVELOPER.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipiene installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations isssued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this___ day of

_____ 20___.

CWL LIMITED
BY: THREE LLC
IT'S: GENERAL PARTNER
BY: FORREST N. RUNNELS JR., VICE–PRESIDENT
P.O. BOX 118
EDINBURG, TEXAS. 78540

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **LOS FELIZ SUBDIVISION PHASE II** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20___.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, _____ FORREST N. RUNNELS JR., VICE–PRESIDENT _____, AS OWNER OF THE 139.92 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOS FELIZ SUBDIVISION PHASE II, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

CWL LIMITED — DATE
BY: THREE LLC
IT'S: GENERAL PARTNER
BY: FORREST N. RUNNELS JR., VICE–PRESIDENT
P.O. BOX 118
EDINBURG, TEXAS. 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared
_____ FORREST N. RUNNELS JR., VICE–PRESIDENT _____
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA · Notary Public, State of Texas · My Commission Expires July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the LOS FELIZ SUBDIVISION PHASE II was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — Date

ATTEST: _____ Hidalgo County Clerk — Date

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

1-19-15
DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

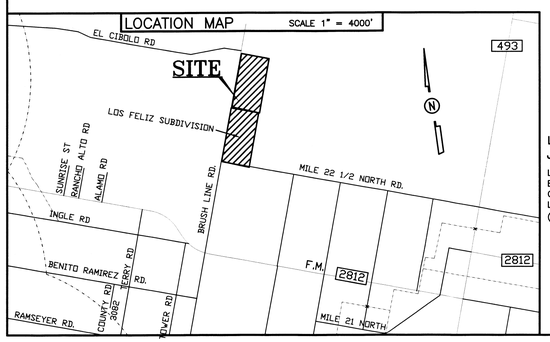
INDEX OF SHEETS

SHEET 1.– HEADING INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, DESCRIPTION (METES AND BOUNDS), ENGINEER'S & SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, ATTESTATION, COUNTY JUDGE CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, H.C.D.D. No. 1 CERTIFICATION, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE, REVISION NOTES

SHEET 2.– MAP: LOT, STREETS, AND EASEMENT LAYOUT, HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: ENGINEER'S & SURVEYOR'S CERTIFICATION: REVISION NOTES

SHEET 3.– MAP: LOT, STREETS, AND EASEMENT LAYOUT, HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: ENGINEER'S & SURVEYOR'S CERTIFICATION: REVISION NOTES

SHEET 4.– MAP OF WATER DISTRIBUTION SYSTEM, MAP OF TOPOGRAPHY AND DRAINAGE, COUNTY CLERK'S RECORDING CERTIFICATE, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE WITH ENGINEER'S CERTIFICATION, CONSTRUCTION DETAILS, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES.



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LOS FELIZ SUBDIVISION PHASE II, IS LOCATED IN CENTRAL HIDALGO COUNTY ON THE NORTHEAST CORNER OF THE INTERSECTION OF BRUSHLINE ROAD AND MILE 22 1/2 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG(POPULATION 77,100). LOS FELIZ SUBDIVISION PHASE II, LIES APPROXIMATELY 3.40 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PRECINCT No. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	FORREST N. RUNNELS JR. VICE–PRESIDENT OF CWL LIMITED GENERAL PARTNER OF THREE LLC.	P.O. BOX 118	EDINBURG, TX 78540	(956)383–7032	(956)383–5060
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

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

DATE OF PREPERATION: 1-9-2014

FILENAME : F:\DATA\SUBD.\HIDALGO CO.\LOS FELIZ II\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
Jan. 9, 2014	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

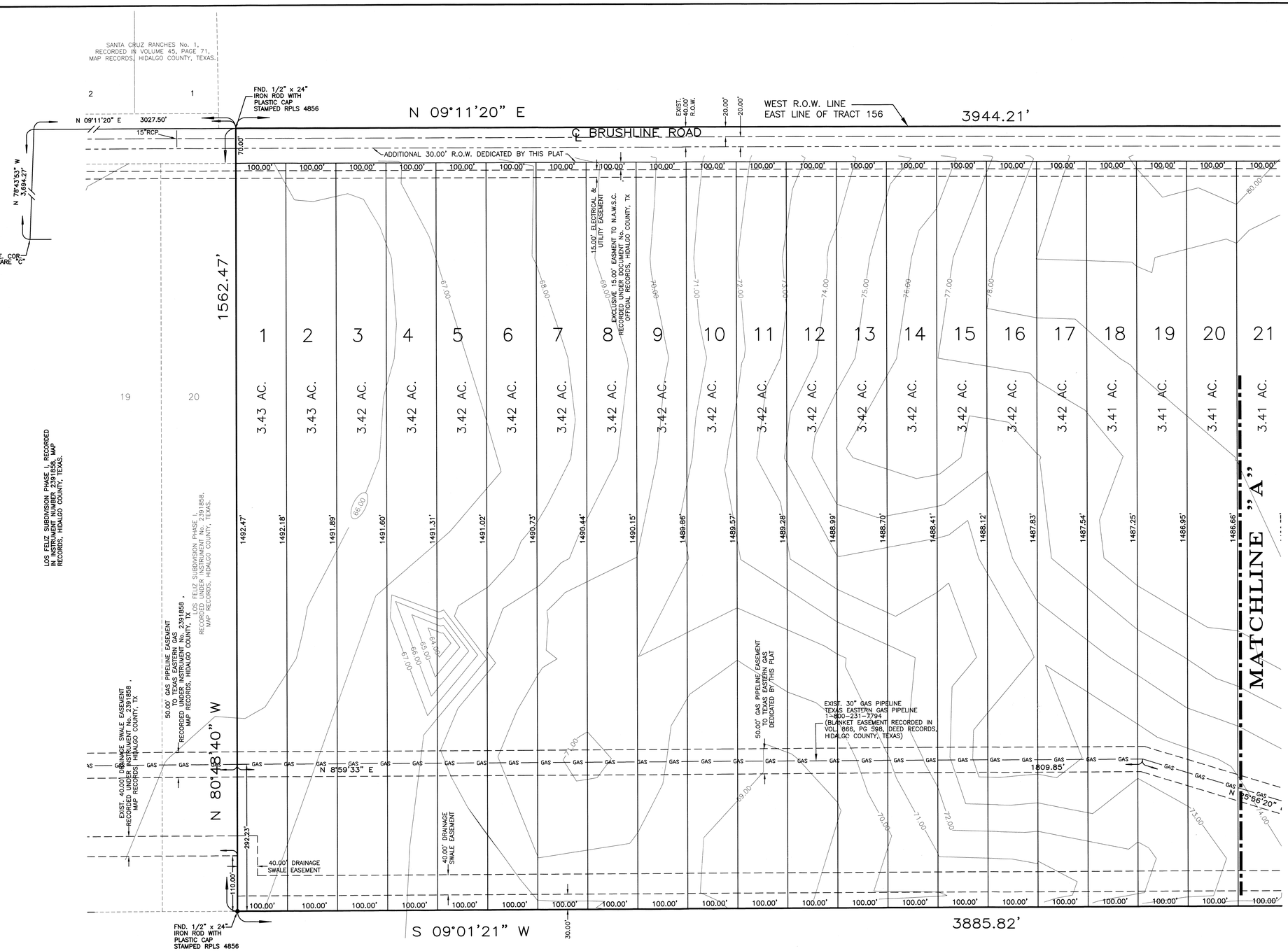
SHEET NO. 1 OF 4

SCALE: 1"= 100'

SUBDIVISION PLAT OF:

LOS FELIZ SUBDIVISION PHASE II

A 139.92 ACRE TRACT OF LAND OUT OF SHARE "C" OF THE PARTITION OF SHARE No.5 LAS MESTEÑAS GRANT, HIDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2282805, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



THE KATHRYN L. EAST TRACT:
A 98.20 ACRE TRACT OUT OF SHARE "C" OF THE PARTITION OF SHARE No.5, LAS MESTEÑAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1561629, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · REGISTERED · ALFONSO QUINTANILLA 4856 · PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

1-9-15
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · ALFONSO QUINTANILLA 98534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 98534

1-19-15
DATE

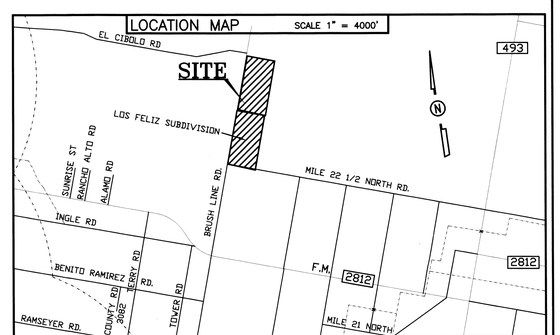
THE COUNTY OF HIDALGO TEXAS

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

LOCATION MAP SCALE 1" = 4000'



PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	EIA PROPERTIES, LTD BY EIA MANAGEMENT, LLC CULLEN R. LOONEY, PRESIDENT	506 E. CANTON ROAD	EDINBURG, TX 78539	(956)383-1341	
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

DATE OF PREPERATION: 1-9-2014

FILENAME : F:\DATA\SUBD.\HIDALGO CO.\LOS FELIZ II\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
Jan. 9, 2014	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SHEET NO. 2 OF 4

SCALE: 1"= 100'

SUBDIVISION PLAT OF:

LOS FELIZ SUBDIVISION PHASE II

A 139.92 ACRE TRACT OF LAND OUT OF SHARE "C" OF THE PARTITION OF SHARE No.5 LAS MESTEÑAS GRANT, HIDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2282805, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

1-9-15
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

P.E.

ALFONSO QUINTANILLA
P.E. No. 95534

1-19-15
DATE

DIMENSIONS DATA		
DATA	BEARING	LENGTH
L1	N 77°49'7" W	133.83'
L2	N 76°44'7" W	135.00'
L3	N 82°24'23" W	88.32'

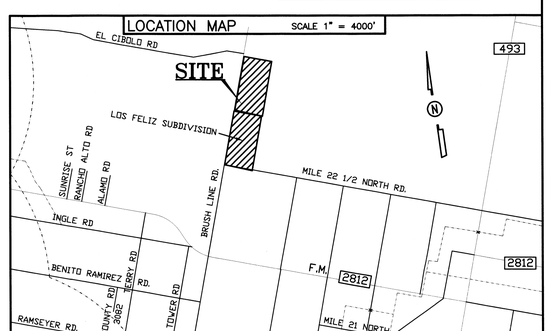
THE COUNTY OF HIDALGO TEXAS

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

LOCATION MAP SCALE 1" = 4000'



PRINCIPAL CONTACTS:	Name	Address	City & Zip	Phone	Fax
OWNER:	EIA PROPERTIES, LTD BY EIA MANAGEMENT, LLC CULLEN R. LOONEY, PRESIDENT	506 E. CANTON ROAD	EDINBURG, TX 78539	(956)383-1341	
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527

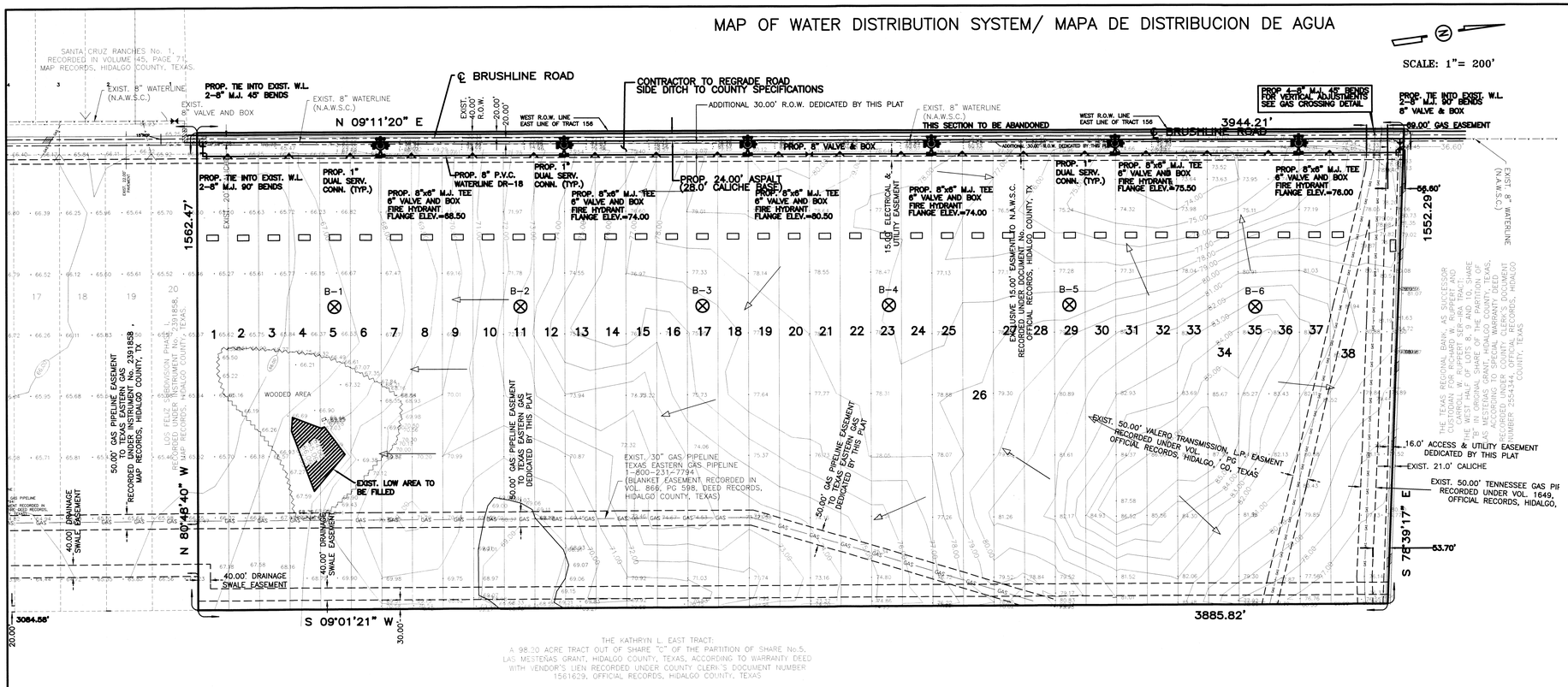
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

DATE OF PREPERATION: 1-9-2014

FILENAME :F:\DATA\SUBD.\HIDALGO CO.\LOS FELIZ II\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
Jan. 9, 2014	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SHEET NO. 3 OF 4

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA



LOS FELIZ SUBDIVISION PHASE II

A 139.92 ACRE TRACT OF LAND OUT OF SHARE "C" OF THE PARTITION OF SHARE No.5 LAS MESTEÑAS GRANT, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1355500, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR LOS FELIZ SUBDIVISION PHASE II

Los Feliz Subdivision Phase II is a 139.92 acre out of Share "C" of the Partition of Share No. 5 Las Mestenas Grant, Hidalgo County, Texas, and according to correction deed without warranty recorded under County Clerk's Document Number 2282805, official records, Hidalgo County, Texas. This subdivision is located 3,027.50 feet north of Mile 22 ½ North Road on the east side of Brushline Road. The proposed subdivision will consist of 38 residential lots. The site is currently open land.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0325 D, dated on June 6, 2000 with LOMR dated May 17, 2001.

This soil is fine sandy loam, sandy clay loam and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of NP–35. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site runoff flows overland in a Southeasterly direction. The existing runoff for is Q=27.71 cubic feet per second based on a 10–year storm.

After development the runoff will be Q=70.69 cubic feet per second for an increase of Q=42.98 cubic feet per second. Detention will be 219,209.73 cubic feet (5.03 acre feet) in accordance with the County's drainage requirements. Excess runoff and runoff created by this new development will be directed to the drainage swales which will be located at the rear of the lots as shown on the plat.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100–YEAR FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, DATED ON JUNE 6, 2000 (LOMR–MAY 17, 2001) IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

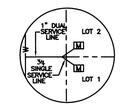
STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

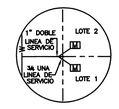
ALFONSO QUINTANILLA P.E.
P.E. No. 95534

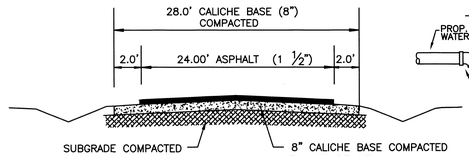
1-19-15
DATE

B-1 ⊗ BORINGS
SEPTIC TANK
WM WATER METER BOX
8" WATER SUPPLY LINE
SERVICE LINES

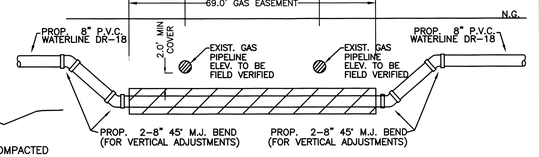
B-1 ⊗ POZOS
FOSAS SEPTICAS
CM CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS







STREET SECTION
N.T.S.



GAS LINE CROSSING
N.T.S.

FINAL ENGINEERING REPORT FOR LOS FELIZ SUBDIVISION PHASE II SUBDIVISION

BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description, Costs, and Operability date

LOS FELIZ SUBDIVISION PHASE II WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE WEST SIDE OF BRUSHLINE ROAD.

THE EXISTING WATERLINE THAT RUNS ALONG THE WEST SIDE OF SUBDIVISION WILL BE LOCATED INSIDE THE 15.00' N.A.W.S.C. EASEMENT FROM THE 8" DIAMETER WATERLINE, THERE ARE NINETEEN (19) 1" DUAL SERVICE LINES RUNNING TO PAIR OF LOTS BEFORE SPLITTING INTO TWO 3/4" DIAMETER SINGLE SERVICE LINES THAT RUN INTO THE WATER METER BOXES FOR EACH LOT.

THE 8" WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES AND THE METER BOXES HAVE BEEN INSTALLED, AT A TOTAL COST OF $ OR $ PER LOT. THE SUBDIVIDER HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF $ OR $ PER LOT, WHICH REPRESENTS THE TOTAL COST OF WATER METERS AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE N.A.W.S.C. SYSTEM. THE SUBDIVIDER HAS INSTALLED SIX (6) FIRE HYDRANTS AT A UNIT COST OF $ FOR A TOTAL COST OF $. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM LOS FELIZ SUBDIVISION PHASE II, IS TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS: AND THE DRAINAGE EASEMENTS.

EACH LOT IN THE SUBDIVISION IIS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD SIX (6) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 5, 11, 17, 23, 29 & 35 (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A UNIFORM SANDY LOAM (WITH TEXURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10–YEAR FLOODPLAIN BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 0. HIDALGO COUNTY HAS INSPECTED AND APPROVED THE INSTALLATION OF THE OSSF'S ON ALL THE LOTS ON

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THIS FACILITY ARE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ OR $ PER LOT.

SEWAGE FACILITIES– THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
P.E. No. 95534

1-19-15
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE LOS FELIZ SUBDIVISION PHASE II

BY ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion, Gastos, y Fecha de Incio

LOS FELIZ SUBDIVISION PHASE II SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA DE AGUA EXISTENTE DE 8" DE DIAMETRO QUE CORRE POR EL LADO OESTE DE LA CALLE BRUSHLINE ROAD.

DE LA LINEA DE 8" DE DIAMETRO LOCALIZADO EN LA CALLE BRUSHLINE ROAD SER REUBICADO DENTRO DE N.A.W.S.C. EASEMENT DE 15.00. DEL LA LINEA DE AGUA DE 8 PULGADAS SE PRODUCEN DIEZ Y NUEVE (19) DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4"DE PULGADA DE DIÁMETRO PARA CADA LOTE.

LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE 3/4" DE PULGADAS DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE US$ O US$ POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑIA S.W.S.C. US$ QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN PARA SEIS (6) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Gastos.

EL DRENAJE DE LOS FELIZ SUBDIVISION PHASE I, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) HIZO SEIS (6) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 5, 11, 17, 23, 29 & 35 (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME MARGA DE BARRO ARENOSO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO Y HA APROBADO LA INSTALACIÓN EN TODO LOS LOTE EN EL

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

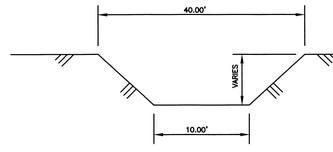
AGUA: EL SISTEMA DE AGUA FUE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ O US$ POR LOTE.

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$ POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ PARA TODA LA SUBDIVISION.

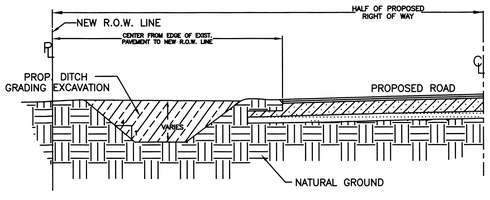
STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
P.E. No. 95534

1-19-15
DATE



DRAINAGE SWALE SECTION
N.T.S



CONSTRUCTION OF ROAD SIDE DITCH
NOT TO SCALE

COST ESTIMATE

WATER DISTRIBUTION: $
DRAINAGE IMPROVEMENTS: $
SEPTIC TANK (OSSF): $

← FLOW DIRECTION OF WATER

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 4 OF 4 SHEETS	FILENAME : F:\DATA\SUBDMVS\HIDALGO CO.\LOS FELIZ II\B–PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	8–9–11	M.G.		
	DATE REVISED		CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 03-03-2015

PROPOSED **LOS VIENTOS ESTATES No. 3** SUBDIVISION, PRECINCT No. **4 .**

ENGINEER FIRM: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **KATHRYN I. EAST**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **20** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **¼ mile East of Brushline Rd, North side of Mile 22 ½ North Rd**

SUBDIVISION LIES WITHIN THE: ☒ The Rural Area of the County.

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **01-13-15** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Lots will be graded to have a positive flow in direction to Mile 22 ½ roadside ditch.**

DISTANCE TO DRAIN DITCH: **8 miles East of the Subdivision**

ROAD R.O.W. DEDICATION: **27.5 addition right of way dedicated.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **01-15-15** By, **Joe Ochoa** PCT. 4 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **01-13-15** By, **Elizardo Ramos, Environmental Health Division Manager**

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **ANICETO IZAGUIRRE**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **North side of Mile 22 ½ Rd.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **02-13-14** : By **Martin Ramirez, Envirnmental Compliance Coordinator**

☒ **SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

VARIANCE REQUEST ON: ***Variance Request for 1/3 escrow on Mile 22 ½ North under Hidalgo County Subdivision Rules, Appendix 9, Section 9.3, Plate 9.11 "Rural Section Collector Street" And Plate No. 9.3 Class "C" Pavement.***

STAFF RECOMMENDS:

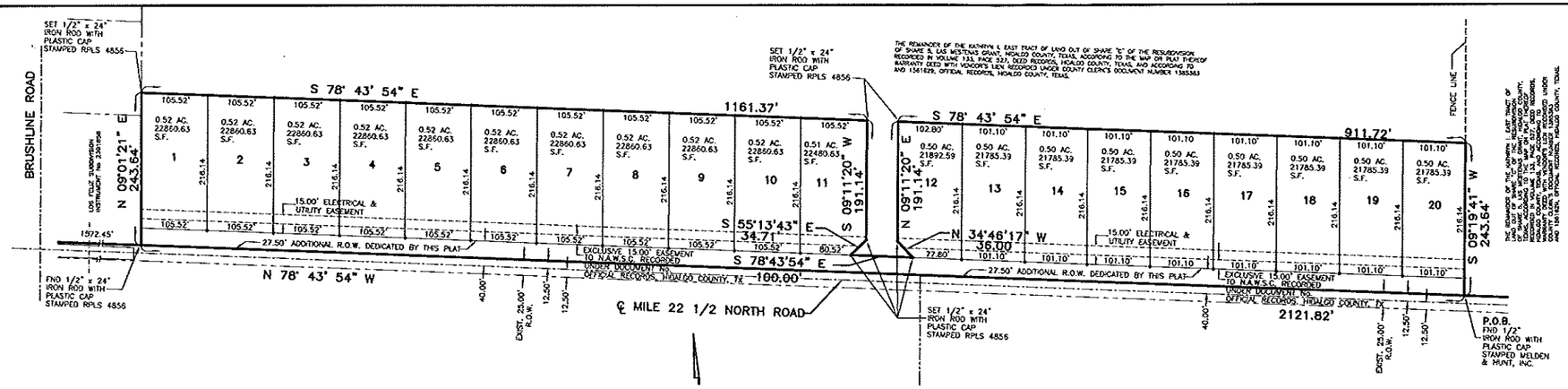
☐ **Staff Recommending No Action**

☒ **Preliminary Approval with Variance Request** *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.*



SCALE: 1"= 100'

LOS VIENTOS ESTATES No3

AN 11.60 ACRE TRACT OF LAND OUT OF SHARE "C" OF THE RESUBDIVISION OF SHARE 5, LAS MESTENAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 133, PAGE 527, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1385383 AND 1561629, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

AN 11.60 ACRE TRACT OF LAND OUT OF SHARE "C" OF THE RESUBDIVISION OF SHARE 5, LAS MESTENAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 133, PAGE 527, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1385383 AND 1561629, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED WELDEN & HUNT, INC. FOUND ON THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD FOR THE SOUTHEAST CORNER OF SHARE "C" AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 78°43'54" W, ALONG THE SOUTH LINE OF SHARE "C" AND THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD, A DISTANCE OF 2,121.82 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHEAST CORNER OF LOS FELIZ SUBDIVISION PHASE I (RECORDED IN INSTRUMENT NUMBER 2391858, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°01'21" E, ALONG THE EAST LINE OF LOS FELIZ SUBDIVISION PHASE I, A DISTANCE OF 243.64 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 78°43'54" E, A DISTANCE OF 1,161.37 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 09°11'20" W, A DISTANCE OF 191.14 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 55°13'43" W, A DISTANCE OF 34.71 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 78°43'54" E, A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 34°46'17" W, A DISTANCE OF 36.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 09°11'20" E, A DISTANCE OF 191.14 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 78°43'54" E, A DISTANCE OF 911.72 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF SHARE "C" FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°19'41" W, ALONG THE EAST LINE OF SHARE "C", A DISTANCE OF 243.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.60 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LOS FELIZ SUBDIVISION PHASE I, RECORDED IN INSTRUMENT NUMBER 2391858, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, KATHRYN I. EAST AS OWNERS OF THE 11.60 ACRES TRACT OF LAND ENCOMPRASSED WITHIN THE PROPOSED LOS VIENTOS SUBDIVISION PH III, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEEET, THE MINIMUMI STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

KATHRYN I. EAST — DATE
P.M.B. 703, 2112 W. UNIVERSITY DRIVE
EDINBURG, TEXAS 78539
HIDALGO COUNTY

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared KATHRYN I. EAST approved to me through his Texas Department of Public Safety Driver License to be the persons whose names are subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2015

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2018

LILIA A. QUINTANILLA-Notary Public

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the LOS VIENTOS ESTATES No 3 was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — date

ATTEST:

Hidalgo County Clerk — date

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.

COMMUNITY-PANEL NUMBER 480334 0350 C – REVISED TO REFLECT LOMR
MAP REVISED: MAY 17, 2001

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– SETBACKS:

FRONT	50.00 FEET
REAR	15.00 FEET
SIDE	6.00 FEET

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

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 FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCH MARK=_____FOUND AT _____ FEET

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 3,055.42 CUBIC –FEET 0.21 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3

7.– LEGEND ● – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856 IN CONCRETE, UNLESS OTHERWISE NOTED.

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.– EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10.– ON-SITE SEWAGE FACILITIES (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 FOR ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPERATE 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 SOIL EVALUATION HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

16.– KATHRYN I EAST, THE OWNER & SUBDIVIDER OF LOS VIENTOS ESTATES No 3 RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

RIGHT OF WAY EASEVENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line theref being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of

_____ 20___.

KATHRYN I. EAST

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

INDEX TO SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT; N.A.W.S.C. CERTIFICATE, H.C. HEALTH DEPT. CERTIFICATION, COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION. REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
R.P.L.S. No. 4856 — DATE

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF **LOS VIENTOS ESTATES No 3** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

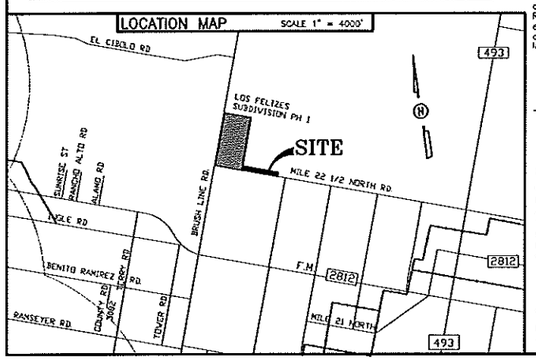
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA
P.E. No. 95534 — DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUVENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY



PRINCIPAL CONTACTS:

	Name	Address P.M.B. 703	City & Zip	Phone	Fax
OWNER:	KATHRYN I. EAST	2112 W. UNIVERSITY DRIVE	EDINBURG, TX 78539		
ENGINEER:	EULALIO RAMIREZ	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LOS VIENTOS ESTATES No 3 IS LOCATED IN THE CENTRAL HIDALGO COUNTY ON THE NORTH SIDE OF MILE 22-1/2 NORTH APPROXIMATELY 1572.45 FEET EAST OF ITS INTERSECTION OF BRUSHLINE ROAD.
THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100) LOS VIENTOS SUBDIVISION PHASE III, LIES APPROXIMATELY 3.70 MILES FROM THE CITY LIMITS AND IT IS NOT THE CITY'S TWO-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §42.021 IT LIES IN PRECINT No. 4

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
OFFICE@QHAENGINEERING.COM

SHEET NO. 1 OF 3 SHEETS	FILENAME: J:\DATA\SUB\VIO_CO_LOS VIENTOS ESTATES No 3			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	JAN. 08, 2015	LUIS CVZ.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
	JAN. 14, 2015			

SCALE: 1"= 60'

12'CAL. DR.

12'CAL. DR.

17

18

15"ADS

15"ADS

10.00'

EXIST. 1" DUAL SERV. CONN. (TYP.) BY BORING AND INSTALLING 2" P.V.C. CASING 40.00 L.F.

PROP. 6" VALVE & BOX
6"X6" TEE
12" P.V.C. CASING
80.00 L.F.

PROP. 6"X6" M.J. 45° BENDS

PROP. 6"X6" M.J. 45° BENDS

6" PLUG

EXIST. 6" TEE

EXIST. 6" VALVE & BOX

STOP

SET C.P.

VERNON GAS MARKER

TEXAS GAS MARKER
EXIST. 22' CALICHE

EXIST. 25.00' R.O.W.

EXIST. 22.00' CALICHE ROAD

1 CONTRACTOR TO REGRADE ROAD SIDE DITCH

2

EXIST. 4" WATERLINE (N.A.W.S.C.)

EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER DOCUMENT No. OFFICIAL RECORDS, HIDALGO COUNTY, TX

65.00

GAS WELL GAS VALVES

GAS MARKER

20' CALICHE DRIVE

BARB WIRE FENCE

S 78° 43' 54" E

105.52'

105.52'

B-1

1

2

216.14

55.00

PROP. 1" DUAL SERV. CONN. (TYP.)

15.00' ELECTRICAL & UTILITY EASEMENT

216.14

105.52'

105.52'

27.52'

0.83'

105.52'

105.52'

METAL FENCE

27.50'

LOS FELZ SUBDIVISION
INSTRUMENT No 2391858

64.00

N 09°01'21" E
243.64'

ADDITIONAL 27.50' R.O.W. DEDICATED BY THIS PLAT

1 + 00

2 + 00

3 + 00

4 + 00

5 + 00

6 + 00

7 + 00

8 + 00

9 + 00

10 + 00

11 + 00

12 + 00

13 + 00

14 + 00

15 + 00

16 + 00

17 + 00

18 + 00

℄ MILE 22 1/2 NORTH ROAD

N 78° 43' 54" W

MATCH LINE 18+00

HOG WIRE FENCE

THE REMAINDER OF THE KATHRYN I. EAST TRACT OF LAND OUT OF SHARE "C" OF THE RESUBDIVISION OF SHARE 5, LAS MESTENAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 133, PAGE 527, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO AND 1561629, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

105.52' 105.52' 105.52' 105.52' 105.52' 105.52' 105.52' 105.52' 105.52' 105.52'

1161.37'

S 09°11'20" W
191.14'

S 35°35'45" E
5.71'

N 34°48'17" W
38.00'

N 09°11'20" E
191.14'

S 78° 43' 54" E

102.80' 101.10' 101.10' 101.10' 101.10 101.10' 101.10' 101.10' 101.10'

911.72'

CALICHE DRIVE

S.F.

HEAVY WOODED AREA

HEAVY WOODED AREA

B-2

B-3

B-4

3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

216.14

PROP. 8" P.V.C. WATERLINE DR18

PROP. 1" DUAL SERV. CONN. (TYP.)

EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER DOCUMENT No. OFFICIAL RECORDS, HIDALGO COUNTY, TX

PROP. 3/4" SINGLE SERV. CONN. (TYP.)

80.52'

77.80'

PROP. 8"X6" M.J. TEE
6" VALVE & BOX
FIRE HYDRANT

15.00' ELECTRICAL & UTILITY EASEMENT

PROP. 8"X6" M.J. TEE
6" VALVE & BOX
FIRE HYDRANT

PROP. 1" DUAL SERV. CONN. (TYP.)

ADDITIONAL R.O.W. DEDICATED BY THIS PLAT

S 78°43'54" E
100.00'

TUBULAR METAL FENCE

HOG WIRE FENCE

27.50' ADDITIONAL R.O.W. DEDICATED BY THIS PLAT

PROP. 16" P.V.C. CASING
40.00' L.F.

FLUSH VALVE

EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER DOCUMENT No. OFFICIAL RECORDS, HIDALGO COUNTY, TX

PROP. 8" FLUSH VALVE

PROP. 8" VALVE & BOX

℄ MILE 22 1/2 NORTH ROAD

2121.82'

40.00'

12.50'

12.50'

EXIST. 25.00' R.O.W.

19 + 00 20+ 00 21 + 00 22 + 00 23 + 00 24 + 00 25 + 00 26 + 00 27 + 00 28 + 00 29 + 00 30 + 00 31 + 00 32 + 00 33 + 00 34 + 00 35 + 00 36 + 00 37 + 00

MATCH LINE 18+00

THE REMAINDER OF THE KATHRYN I. EAST TRACT OF LAND OUT OF SHARE "C" OF THE RESUBDIVISION OF SHARE 5, LAS MESTENAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 133, PAGE 527, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO AND 1561629, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

N 09°19'41" W 243.64'

COST ESTIMATE

WATER DISTRIBUTION: $
DRAINAGE IMPROVEMENTS: $
SEPTIC TANK (OSSF): $ 30,000.00

FLOW DIRECTION OF WATER

SCALE: 1"= 60'

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

B-1 BORINGS
SEPTIC TANK
WATER METER BOX
8" WATER SUPPLY LINE
SERVICE LINES

B-1 POZOS
FOSAS SEPTICAS
CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS

LOT 2 LOT 1

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513

LAND SURVEYORS
PHONE 956-381-8480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

STATE OF TEXAS
ALFONSO QUINTANILLA
96534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 96534

DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 2
OF 3 SHEETS

LOS VIENTOS ESTATES No3

AN 11.60 ACRE TRACT OF LAND OUT OF SHARE "C" OF THE RESUBDIVISION OF SHARE 5, LAS MESTENAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 133, PAGE 527, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1385383 AND 1561629, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT
FOR
LOS VIENTOS ESTATES No 3

Los Vientos Estates No 3 is an 11.60 acre tract of land out of Share "C" of the Resubdivision of Share 5, Las Mestenas Grant, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 133, Page 527, deed records, Hidalgo County, Texas, and according to Warranty Deed with Vendor's Lien Recorded in County Clerk's Document Number 1385383, official records, Hidalgo County, Texas. The site is brush. The property is located on the north side of Mile 22 1/2 North Road 1,512.0 feet east of Brushline Road. The proposed subdivision will consist of 20 residential lots.

The tract is Zone "A" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0350 C, dated on June 6, 2000 with LOMR dated May 17, 2001

The soil is sandy clay loam, fine sandy loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 5-22. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site runoff flows overland in a northeasterly direction. The existing runoff for the proposed subdivision is Q=9.34 cubic feet per second based on a 10-year storm.

After development the runoff will be Q=23.30 cubic feet per second for an increase of Q=13.96 cubic feet per second. Detention will be 9,065.42 cubic feet (0.21 acre feet). The proposed detention will be obtained in the green area at the front of the lots. Runoff will flow to the roadside ditch on the south side of the subdivision along the north side of Mile 22 1/2 North road. The roadside ditch will be graded properly to continue easterly and ultimately discharge into the North Main Drain.

Drainage calculations are attached

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR FLOOD IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

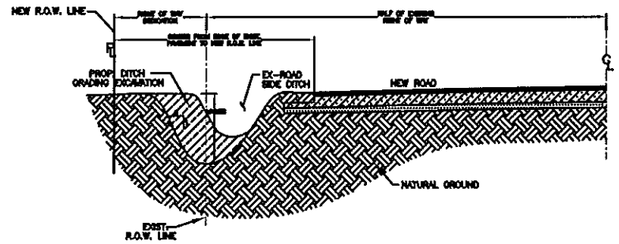
CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "A" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0350 C, REVISED TO REFLECT LOMR-MAY 17, 2001 IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS
ALFONSO QUINTANILLA
86534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 86534

DATE



RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE

FINAL ENGINEERING REPORT FOR LOS VIENTOS ESTATES No 3
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description, Costs, and Operability date

LOS VIENTOS ESTATES No 3 WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE WEST SIDE OF BRUSHLINE ROAD.

THE WATER SYSTEM FOR LOS VIENTOS ESTATES No 3 CONSIST OF ONE (1) 8" DIAMETER WATERLINE THAT CONNECT TO THE EXISTING 8" WATERLINE ON BRUSHLINE ROAD. THE PROP. 8" WATERLINE RUNS WEST ALONG THE NORTH SIDE OF MILE 22 1/2 ROAD AND ALONG THE EAST SIDE OF BRUSHLINE ROSD TIE INTO THE EXISTING 8" DIAMETER WATERLINE RUNNING ALONG BRUSHLINE ROAD.

FROM THE PROPOSED 8" WATERLINE ON MILE 22 1/2 ROAD, THERE ARE NINE (9) 1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SERVICE LINES. THERE ARE 2 3/4" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT.

THE ESTIMATED COST TO INSTALL THE 1" DUAL SERVICE LINES, AND THE WATER METER BOXES IS $605.00 PER LOT OR TOTAL COST OF $10,100.00. THE WATER DISTRIBUTION SYSTEM HAS NOT INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A CASHIERS CHECK REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE N.A.W.S.C. IN ESCROW IN THE AMOUNT OF $ 10,100.00, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL THE WATER DISTRIBUTION SYSTEM. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 20,000.00 OR $ 1,000.00 PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, TAP-IN ACQUISITION FEES AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. AFTER THE INSTALLATION OF THE WATER DISTRIBUTION SYSTEM AND UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM LOS VIENTOS ESTATES No 3, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12481) 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 REVISED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS: AND THE DRAINAGE EASEMENTS.

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12481) HAS FOUR (4) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 2, 6, 10 & 16, (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12481) INDICATES A FINE SANDY LOAM (WITH TEXURE CLASS I) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10-YEAR FLOODPLAIN BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,000.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A CASHIERS CHECK REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $30,000.00, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE; I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES-- THIS FACILITY ARE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ OR $ PER LOT.

SEWAGE FACILITIES-- THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 30,000.00 WHICH EQUALS TO $ 1,800.00 PER LOT.

STATE OF TEXAS
ALFONSO QUINTANILLA
86534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 86534

DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE LOS VIENTOS ESTATES No 3
BY ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion, Costos, y Fecha de Inicio

LOS VIENTOS ESTATES No 3 SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA, N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA DE AGUA EXISTENTE DE 8" DE DIAMETRO QUE CORRE POR EL LADO OESTE DE LA CALLE BRUSHLINE ROAD.

EL SISTEMA DE AGUA PARA LOS VIENTOS ESTATES No 3 CONSISTE DE UNA (1) LINEA DE AGUA DE 8" DE DIAMETRO QUE SE CONECTA CON UNA LINEA EXISTENTE DE 8" DE DIAMETRO QUE PASA POR LA CALLE BRUSHLINE RD. LA PROPUESTA LINEA DE AGUA DE 8" DE DIAMETRO CORRE AL OESTE A LO LARGO DEL LADO NORTE DE LA CALLE MILE 22 1/2 ROAD Y A LO LARGO DEL LADO ESTE DE LA CALLE BRUSHLINE ROAD CONECTANDOSE CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO QUE CORRE A LO LARGO DE LA CALLE BURSHLINE RD.

DE LA LINEA PROPUESTA DE 8" DE DIAMETRO LOCALIZADO EN LA CALLE 22 1/2 RD, NUEVE (9) DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA QUE CORREN ASIA UN PAR DE LOTES ANTES DE SEPARARSE EN DOS CONDUCTOS DE AGUA DE 3/4 DE PULGADA DE DIAMETRO PARA CADA LOTE. TAMBIEN 2 LINEAS SINGULARES DE 3/4" DE PULGADA. DICHO SERVICIO TERMINANDO EN LA CAJA DEL MEDIDOR DE AGUA PARA CADA LOTE.

EL COSTO ESTIMADO PARA LA INSTALACIÓN DE LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA SON POR SOLAR US$ 805.00 O UN COSTO TOTAL DE US$ 10,100.00. EN ESTOS MOMENTOS EL SISTEMA DE DISTRIBUCIÓN DE AGUA NO HA SIDO INSTALADO. CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN CHEQUE DE CAJEROS REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR N.A.W.S.C. EN LA CANTIDAD DE US$ 10,100.00 QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR EL SISTEMA DE DISTRIBUCIÓN DE AGUA. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ 20,000.00 O US$ 1,000.00 POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. DESPUES DEL INSTALATION DEL EL SISTEMA DE DISTRIBUCIÓN DE AGUA Y CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Costos.

EL DRENAJE DE LOS VIENTOS ESTATES No 3, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12481) DE DIBUJO HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12481) HIZO CUATRO (4) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 2, 6, 10 & 16 (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME MARCA DE BARRO ARENOSO (CON TEXTURA CLASE I) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12481). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,800.00, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SÉPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL. CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN CHEQUE DE CAJEROS REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE 30,000.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SÉPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SÉPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIA LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ACOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA FUE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US $ 0 US$ POR LOTE.

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$ 30,000.00 POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ 1,800.00 PARA TODA LA SUBDIVISION.

STATE OF TEXAS
ALFONSO QUINTANILLA
86534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 86534

DATE

SUBDIVIDER CERTIFICATION

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- I (WE), KATHRYN I. EAST, SUBDIVIDERS OF LOS VIENTOS ESTATES No 3 HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE WILL BE AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

DATE

KATHRYN I. EAST
P.M.B. 703, 2112 W. UNIVERSITY DRIVE
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared KATHRYN I. EAST proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA-- NOTARY PUBLIC

COST ESTIMATE
WATER DISTRIBUTION: $ ___
DRAINAGE IMPROVEMENTS: $ ___
SEPTIC TANK (OSSF): $ 30,000.00

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 3 OF 3 SHEETS

PLEASE I:\PROJECTS\SUBDIVISIONS\HIDALGO CO.\LOS VIENTOS ESTATES No. 3 S-PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
04-06-2015	ALFONSO QUINTANILLA		
DATE REVISED		CHECKED BY	APPROVED BY
05-13-2015			

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 03-03-2015

PROPOSED **GUERRA APARTMENTS** SUBDIVISION, PRECINCT No. **1** .

ENGINEER FIRM: **RODRIGUEZ ENGINEERING** DEVELOPER: **RENE GUERRA**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ☐ *SINGLE FAMILY **1** ☒ *MULTI-FAMILY ☐ COMMERCIAL ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **South of Mile 14 ½ North, approximately 350 feet West of FM 88**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **08-06-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **On site detention pond as part of site plan parking design.**

ROAD R.O.W. DEDICATION: **15 feet to Mile 14 1/2 North Rd**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **02-13-15** By, **Roy Gonzalez** PCT. 1 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **09-29-14** By, **Elizardo Ramos, Environmental Health Division Manager**

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **ALBERTO J. GARCIA**

☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **South of Mile 14 ½ North Rd.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **02-13-15** : By **Ann Marie De La Fuente, Administrative Assistant**

☒ **SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

STAFF RECOMMENDS:

☐ **Staff Recommending No Action**

☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments.*

☐ **Final Approval** *subject to recommendations other departments*

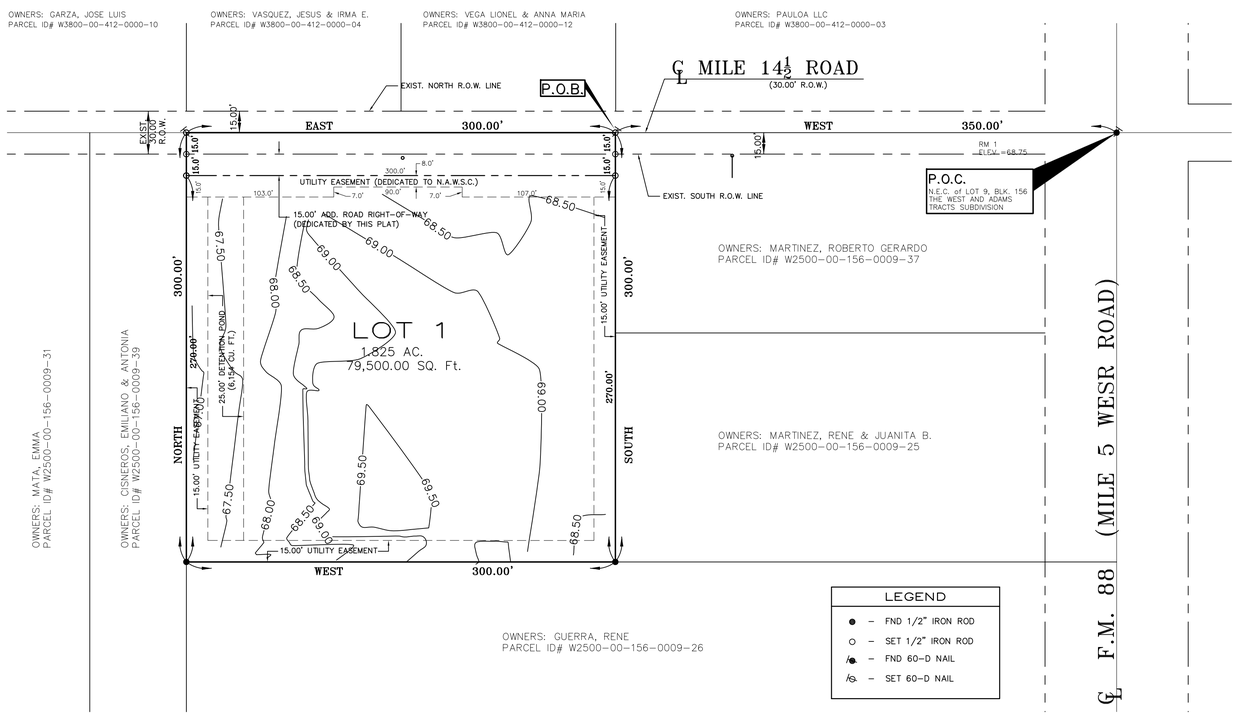
☐ **Final Approval** *with financial guarantee.*

* *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.*

DATE OF PREPARATION: OCT 09, 2014

GUERRA APARTMENTS SUBDIVISION

BEING A 2.066 ACRES OUT OF LOT 9, BLOCK 156, THE WEST AND ADAMS TRACTS SUBDIVISION, VOL. 2, PAGE 34
HIDALGO COUNTY, TEXAS.



PLAT NOTES

1. GENERAL NOTES FOR MULTY-FAMILY COMMERCIAL: LOT 1 WIL BE A MULTIFAMILY COMMERCIAL DWELLING-FOUR PLEX COMPLEX, (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL), APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "C"
   AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN, COMMUNITY-PANEL NO. 480334 0425 C, EFFECTIVE DATE: NOV. 16, 1982 RIVISED TO REFLECT LOMR 5-30-2002
   THE AREAS WITH THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAS FLOOD PLAIN. COMMUNITY PANEL No. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTAFIES NO THERE ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 500-YEAR FLOOD PLAIN.
3. CONSTRUCTION OF THE RESIDENTIAL HOUSING WITHIN ANY ARE 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. SECTION 4001 THROUGH 4127)
4. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF ROAD, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR THIS LOTS LOCATED INSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERTIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. LEGEND – DENOTES 1/2 " IRON ROD FOUND UNLESS OTHERWISE NOTED.
6. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THE SUBDIVISION.
7. MINIMUM BUILDING SETBACKS LINES:

FRONT:	40.0'	(FEET) FONTING MILE 14½ ROAD
REAR:	15.0'	(FEET) OR EASEMENT WHICH EVER IS GREATER
WEST SIDE:	40.0'	(FEET) OR EASEMENT WHICH EVER IS GREATER
EAST SIDE:	15.0'	(FEET) OR EASEMENT WHICH EVER IS GREATER

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
9. IN ACCORDANCE WITH THE HIDALGO DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WIL BE REQUIRED TO DETAIN A TOTAL OF 1,806 CUBIC-FEET OR (0.04) ACRE-FEET OF STORM WATER RUNOFF PER LOT. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS.
10. BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: R.M. No. 1 – ELEV. 68.75 DESCRIPTION: COTTON PICKER SPINDLE IN A POWER POLE ON THE SOUTHWEST CORNER OF THE INTERSECTON OF MILE 14 ½ ROAD AND F.M. 88 (RUBEN HINOJOSA BLVD.)
11. DRAINAGE SWALE EASEMENT NOTE:
    * NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT.
    * EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTING AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE ASEMENT.
    * THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

    ON SITE SEWER FACILITIES (OSSF) NOTE:

    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.

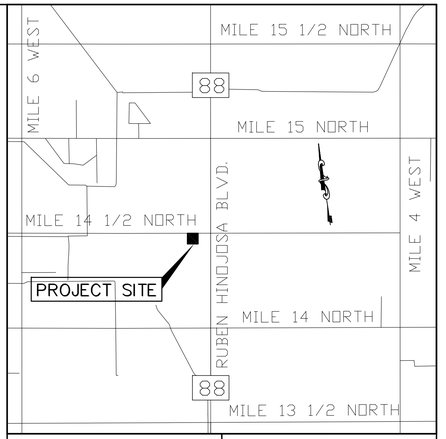
    C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

    D. SOIL ANALYSIS HAVE BEEN SUBMITTED 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 DETERMINE THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

    E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUALS LOT PLANING MATERIALS PRIOR TO OCCUPYING A LOT.
12. RENE GUERRA, THE OWNER AND SUBDIVIDER OF GUERRA APARTMENTS SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVING OSSF ON THE LOT AS DESCRIBED ON SHEET No.2 OF THIS PLAT.
13. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASED OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
15. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMET SHALL BE REQUIRED FOR COMMERICAL INDUSTRIAL & MULTIFAMLY 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 IMPROVEMENT ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
16. DRAINGAGE SWALES, DRIVEWAY ENTRANCES AND SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE.

BASIS OF BEARING
NORTH LOT LINE OF LOT 9, BLOCK 156
THE WEST AND ADAMS TRACTS SUBDIVISION

SCALE: 1"=50'



LOCATION MAP | SCALE: 1" = 2000'

LOCATION OF SUBDIVISION:
GUERRA APARTMENTS SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 SOUTH OF MILE 14 ½ ROAD, 350.00 FEET WEST OF F.M. 88 THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ELSA, TEXAS. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ELSA (POP. 5,660 AS PER 2010 CENSUS). GUERRA APARTMENTS SUBDIVISION LIES APPROXIMATELY TWO (2) MILES SOUTH FROM THE CITY LIMITS, AND IS OUTSIDE THE CITY OF ELSA ETJ UNDER LOCAL GOVERNMENT CODE CHAPTER 212 SEC. 212.001.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY TESE PRESENT, 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 valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter caled "Grantee"), the receip and sufficiency of which is hereby acknoleged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its sicessors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair, maintain, replace and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over GGrantor's adjacent lands of the purpose for which the above mentioned rights and granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorazed to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement hherein granted shall be limited to a strip of land 15' in with, the center line thereof being the pipeline installed. In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as intalled, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to strip ao land 15' in width, the center line thereof being the pipeline as relocated. The consideration recited herein shall constitude payment in full for all damage sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benifit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owners of the above-described lands and that sai lands are free and clear of all encumbrances and liens except the following: the easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for long as the grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this intrument this ___ day of 20___.

_____
DEVELOPER

STATE OF TEXAS – COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), RENE GUERRA, AS OWNER (S) OF THE 2.066 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED GUERRA APARTMENTS SUBDIVISION, HEREBY THE LAND DEDICATED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HERE.

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 LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(B) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I (WE) ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BY: _____
RENE GUERRA DATE
PO BOX 250
EDCOUCH TX 78538

PLAT NOTES RESTRICTION

MINIMUM FINISH FLOOR NOTE: MNIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED INSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATION. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

RENE GUERRA, THE OWNER AND SUBDIVIDER OF GUERRA APARTMENTS SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVING OSSF ON THE LOT AS DESCRIBED ON SHEET No.2 OF THIS PLAT.

EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASED 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.

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.

AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMET SHALL BE REQUIRED FOR COMMERICAL INDUSTRIAL & MULTIFAMLY 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 IMPROVEMENT ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

DRAINGAGE SWALES, DRIVEWAY ENTRANCES AND SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE.

GENERAL NOTE FOR COMMERICAL LOTS:
LOT 1 SHALL BE FOR MULTIFAMILY/COMMERICAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN MULTIFAMILY/COMMERICAL. LOT 1 ARE FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

STATE OF TEXAS – COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED, RENE GUERRA, PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____, 2014

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

STATE OF TEXAS – COUNTY OF HIDALGO
COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ___M, ON _____, 2014, AND WAS RECORDED IN BOOK _____, SHEET'S _____, THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ___M, ON _____, 2014.

_____
HIDALGO COUNTY CLERK DATE

STATE OF TEXAS – COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE
UNDER LOCAL GOVERNMENT CODE §232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE GUERRA APARTMENTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2014.

_____ ATTEST: _____
HIDALGO COUNTY JUDGE DATE HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

_____
BY DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGN, CERTIFY THAT THIS PLAT OF GUERRA APARTMENTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTORDONNA DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGN, CERTIFY THAT THIS PLAT OF GUERRA APARTMENTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20____.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

METES AND BOUNDS

A 2.066 ACRE TRACT OF LAND OUT OF LOT 9, BLOCK 156, THE WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS; SAID 2.066 ACRE TRACT OF LAND, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A 60-D NAIL FOUND AT THE NORTHEAST CORNER OF LOT 9, BLOCK 156, OF SAID SUBDIVISION; THENCE WEST, WITH AND ALONG THE NORTH LINE OF SAID LOT 9, BLOCK 156, A DISTANCE OF 350.00 FEET TO A 60-D NAIL SET FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE, SOUTH ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF 20.00 FEET PASS A HALF INCH (½) IRON ROD FOUND AT THE SOUTH RIGHT-OF-WAY LINE OF MILE 14 ½ ROAD, AND AT A TOTAL DISTANCE OF 300.00 FEET TO A HALF INCH (½) FOUND AT THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 300.00 FEET TO A FOUND HALF INCH (1/2) IRON ROD FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH, AT A RIGHT ANGLE FROM THE PREVIOUS CALL A DISTANCE OF 280.00 FEET PASS A HALF INCH (½) IRON ROD FOUND AT THE SOUTH RIGHT-OF-WAY LINE OF SAID MILE 14½ ROAD, AND AT A TOTAL DISTANCE OF 300.00 FEET TO A 60-D NAIL SET AT THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, EAST, ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 3000.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.066 GROSS ACRES OF LAND, MORE OR LESS.

KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED, _____, A REGISTERED PROFESSIONAL ENGINEER AND PUBLIC SURVEYOR, AM AUTHORIZED UNDER THE LAW OF THE STATE OF TEXAS TO PRACTICE THE PROFESSIONS OF ENGINEERING AND PUBLIC SURVEYING, 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, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

_____
REGISTERED PROFESSIONAL ENGINEER
NO. _____

_____
REGISTERED PUBLIC SURVEYOR
NO. _____

RODRIGUEZ ENGINEERING
CONSULTING ENGINEER • SURVEYOR
P.O. BOX 1830 • EDINBURG, TEXAS • 78540
PHONE (956) 491-1013 • SURVEYOR FIRM No. 101702-00
ENGINEER FIRM No. F-2192

PROJECT: GUERRA APARTMENTS SUBD. PLAT SHEET
ELSA, TEXAS

DRAWN: H.H.G.
DESIGNED: CIVIL & ARCH. DESIGN
CHECKED: LEO L. RODRIGUEZ, JR.
SURVEYED: LEO L. RODRIGUEZ, JR.
DATE: FEB. 02, 2014

PROJECT: SUB 14 042
PAGE NO: 1 OF 2

DRAWN BY: CIVIL AND ARCHITECTURAL DESIGN, INC. DATE 06-21-14
SURVEYED, CHECKED LEO L. RODRIGUEZ, JR., R.P.L.S. DATE 06-21-14
FINAL CHECK LEO L. RODRIGUEZ, JR., P.E. DATE 06-21-14

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

NAME	ADDRESS		PHONE & FAX
OWNERS: RENE GUERRA	P.O. BOX 250	EDCOUCH, TEXAS 78538	(956) 262-3697 N/A
ENGINEER: LEO L. RODRIGUEZ, JR., P.E.	P.O. BOX 1830	EDINBURG, TEXAS 78540	(956) 342-6017 (888) 406-1379
SURVEYOR: LEO L. RODRIGUEZ, JR., R.P.L.S.	P.O. BOX 1830	EDINBURG, TEXAS 78540	(956) 342-6017 (888) 406-1379

For Review Only

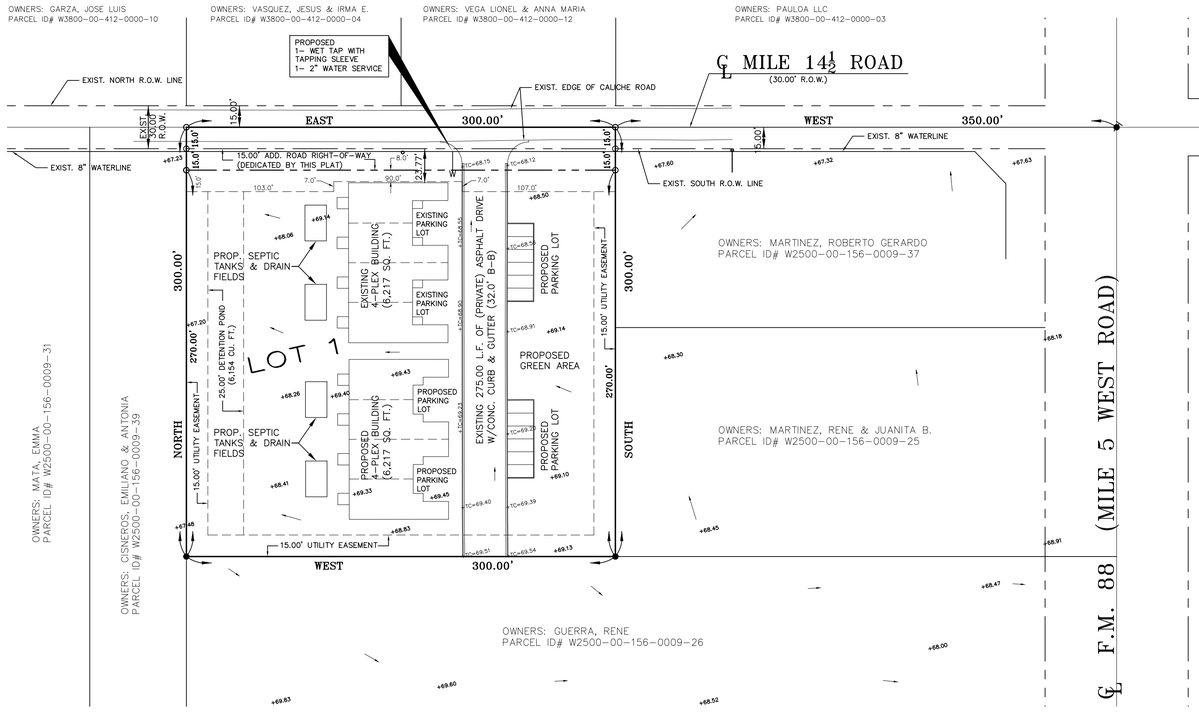
INDEX

SHEET 1	PLAT WITH LOT, EXISTING STREETS, EXISTING R.O.W; SEPTIC TANK NOTES; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; PRINCIPAL CONTACTS; HEADING, ETJ, LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS' DEDICATION, CERTIFICATION; AND ATTESTATION; AND THE FOLLOWING CERTIFICATES; PUBLIC NOTARY, COUNTY'S CLERK RECORDING, COUNTY PLAT APPROVAL, H.C.D.D. NO. 1, NORTH ALAMO WATER SUPPLY CORP., ENGLEMAN IRRIGATION DISTRICT, SURVEYOR'S, AND ENGINEER'S.
SHEET 2	UTILITY LAYOUT, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE; WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE STATEMENT; TYPICAL DETAILS: WATER SERVICE CONNECTION.

DATE OF PREPARATION: FEB. 02, 2014

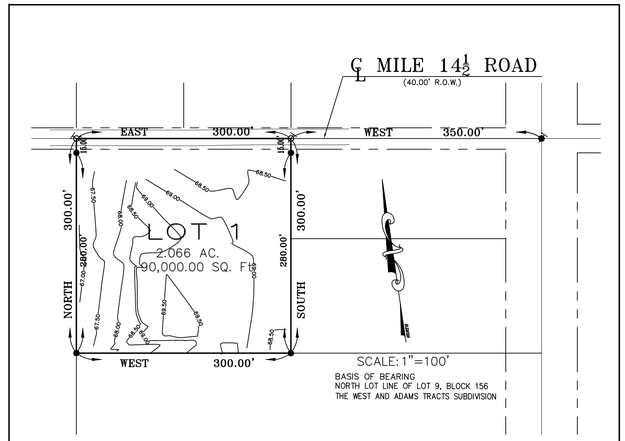
GUERRA APARTMENTS SUBDIVISION

BEING A 2.066 ACRES OUT OF LOT 9, BLOCK 156, THE WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS.



SCALE: 1"=50'

BASIS OF BEARING
NORTH LOT LINE OF LOT 9, BLOCK 156
THE WEST AND ADAMS TRACTS SUBDIVISION



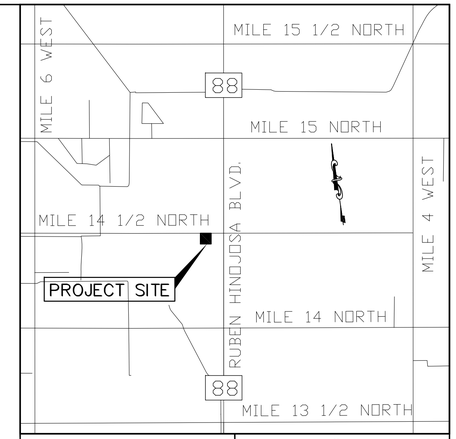
SCALE: 1"=100'

BASIS OF BEARING
NORTH LOT LINE OF LOT 9, BLOCK 156
THE WEST AND ADAMS TRACTS SUBDIVISION

EXIST. TOPOGRAPHICAL SURVEY

SCALE: 1"=100'

LEGEND	
●	– FND 1/2" IRON ROD
O	– SET 1/2" IRON ROD
⁄●	– FND 60-D NAIL
⁄○	– SET 60-D NAIL
+TC=XX.XX	– TOP OF CONC. CURB
+XX.XX	– NATURAL GROUND ELEV.
	– FLOW DIRECTION



LOCATION MAP | SCALE: 1" = 2000'

LOCATION OF SUBDIVISION:
GUERRA APARTMENTS SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 SOUTH OF MILE 14 ½ ROAD, 350.00 FEET WEST OF F.M. 88 THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ELSA, TEXAS. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ELSA (POP. 5,660 AS PER 2010 CENSUS). GUERRA APARTMENTS SUBDIVISION LIES APPROXIMATELY TWO (2) MILES SOUTH FROM THE CITY LIMITS, AND IS OUTSIDE THE CITY OF ELSA ETJ UNDER LOCAL GOVERNMENT CODE CHAPTER 212 SEC. 212.001.

RODRIGUEZ ENGINEERING
CONSULTING ENGINEER • SURVEYOR
P.O. BOX 1830 • EDINBURG, TEXAS • 78540
PHONE (956) 491-1013 • SURVEYOR FIRM No. 101702-00
ENGINEER FIRM No. F-2192

PROJECT: GUERRA APARTMENTS SUBD. PLAT SHEET ELSA, TEXAS

SUBDIVIDER CERTIFICATION:

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER(S) 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 TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I (WE), RENE GUERRA SUBDIVIDERS OF GUERRA APARTMENTS SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
RENE GUERRA DATE

STATE OF TEXAS–COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RENE GUERRA, KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____ 20____.

_____
NOTARY PUBLIC
MY COMSTUART EXPIRES _____

DRAINAGE STATEMENT FOR GUERRA APARTMENTS SUBDIVISION (2.066–ACRE, MULTIFAMILY/COMMERCIAL) HIDALGO COUNTY

I. PROJECT LOCATION

THIS FUTURE DEVELOPMENT IS LOCATED THREE HUNDRED FIFTY (350.00) FEET WEST OF THE INTERSECTION OF F.M. 88 AND MILE 14 1/2 ROAD, FORMING PART OF LOT 9, BLOCK 156, OF WEST AND ADAMS TRACT SUBDIVISION, THIS DEVELOPMENT IS SITUATED IN HIDALGO COUNTY, TEXAS.
(REFER TO EXHIBIT A)

II. FLOOD PLAIN

THE SUBJECT TRACT LIES IN "ZONE X", BASE FLOOD ELEVATIONS AS BEEN DETERMINED IN ACCORDANCE WITH F.E.M.A.–F.I.R.M. COMMUNITY–PANEL MAP NO. 480334 0450 C, MAP REVISED JUNE 06, 2000 (REFER TO EXHIBIT B). USING THE USGS MAP INDICATES A BASE FLOOD ELEVATION (BFE) APPROXIMATED OF 70.00 FEET FOR THIS PROPERTY.

III. SOIL CONDITIONS

A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY (REFER TO EXHIBIT C) INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY "HIDALGO URBAN LAND COMPLEX", WHICH IS A SOIL THAT IS CLASSIFIED AS FINE SANDY LOAM TO SANDY CLAY LOAM. THE TOPOGRAPHY FOR THIS SITE PREDOMINANTLY FLOWS EAST TO WEST OUT FALLING TO THE EXISTING GREEN AREAS.

IV. EXISTING CONDITIONS

THE SUBJECT TRACT IS CURRENTLY UNDER DEVELOPMENT; IT CONSISTS OF ONE (1) FOUR–PLEX APARTMENT BUILDING, AND TWO HUNDRED SEVENTY–FIVE (275.00) LINEAR FEET OF ASPHALT STREET WITH CONCRETE CURB & GUTTER, SLOPING TO THE FRONT OF THE PROPERTY, WITH CURB OPENINGS EVERY ONE HUNDRED (100.00') FEET SPILLING TO THE GREEN AREAS IN A WESTERLY DIRECTION. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATELY 0.25%. EXISTING RUNOFF FROM THE SITE IS BY FORM OF SHEET FLOW RUNOFF TOWARDS THE WEST PROPERTY LINE. THE TOTAL CONTRIBUTING 10–YEAR EXISTING STORM WATER RUNOFF IS 2.41 CFS. (REFER TO EXHIBIT D FOR STORM WATER CALCULATIONS)

V. PROPOSED CONDITIONS

THE DEVELOPMENT WILL BE COMPRISED OF A FUTURE ADDITION OF 19,879.86 SQUARE FEET OF NEW CONSTRUCTION (MULTIFAMILY BUILDINGS), AS PER TXDOT AND COUNTY OF HIDALGO, DRAINAGE POLICY FOR REGIONAL DETENTION FACILITIES, THE DEVELOPER WILL DETAIN THE VOLUME DIFFERENCE CALCULATED BETWEEN A 10–YEAR STORM AT EXISTING CONDITIONS AND A 10–YEAR STORM AT DEVELOPED CONDITIONS OR A TOTAL OF 0.041 ACRE–FEET (1,806 CU. FT.). REQUIRED STORAGE WILL BE DETAIN ONSITE AT THE EXISTING DETENTION SWALE/GREEN AREAS. THE EXISTING SWALE/GREEN AREAS CONSIST OF 0.52 ACRES (22,702.27 SQ. FT.) OF NATIVE GRASS THAT NATURALLY WILL ABSORB MOST OF THIS WATER AND THE REST WILL BE EVAPORATED INTO THE ATMOSPHERE.

_____
LEO L. RODRIGUEZ, JR. P.E.

DECLARACIÓN DE DRENAJE PARA GUERRA APARTAMENTOS FRACCIONAMIENTO (2.066 ACRES, MULTIFAMILY / COMERCIAL) DEL CONDADO DE HIDALGO

I. UBICACIÓN DEL PROYECTO

EL DESARROLLO FUTURO SE ENCUENTRA TRESCIENTOS CINCUENTA (350.00) PIES AL OESTE DE LA INTERSECCIÓN DE FM 88 Y 14 MILLAS MEDIO CARRETERA, QUE FORMA PARTE DE LOT 9, BLOQUE 156, DEL OESTE Y ADAMS TRACTO SUBDIVISIÓN, ESTE DESARROLLO ESTÁ SITUADO EN CONDADO DE HIDALGO, TEXAS.
(VÉASE EL ANEXO A)

II. LLANURA DE INUNDACIÓN

LAS VÍAS TEMA SE ENCUENTRA EN "ZONA X". BASE DE INUNDACIONES EN ÁREAS COMO SE DETERMINARON DE ACUERDO CON FEMA–FIRM COMUNIDAD DE PANEL PLANO NO. 480334 0450 C, MAPA REVISADO 06 DE JUNIO, 2000 (VER ANEXO B). USO DEL MAPA USGS INDICA A NIVEL DE INUNDACIÓN BASE (BFE) APROXIMADA DE 70.00 PIES PARA ESTA PROPIEDAD.

III. CONDICIONES DEL SUELO

UNA REVISIÓN DE LA ENCUESTA DEL SUELO DEL CONDADO DE HIDALGO (VER ANEXO C) INDICA LAS VÍAS TEMA SE ENCUENTRA EN UNA ZONA DE PREDOMINANTEMENTE "TIERRA COMPLEJO HIDALGO URBANO", QUE ES UN SUELO QUE SE CLASIFICA COMO LA BELLA FRANCO ARENOSA A SANDY FRANCO ARCILLOSO, LA TOPOGRAFÍA PARA ESTE SITIO FLUJOS PREDOMINANTEMENTE ESTE A OESTE HACIA FUERA QUE CAE A LOS EXISTENTES ZONAS VERDES.

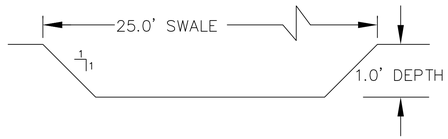
IV. CONDICIONES EXISTENTES

LAS VÍAS SUJETO ESTÁ ACTUALMENTE EN DESARROLLO; CONSTA DE UN (1) CUATRO–PLEX EDIFICIO DE APARTAMENTOS Y DOSCIENTOS SETENTA Y CINCO (275,00) METROS LINEALES DE ASFALTO DE LA CALLE CON CORDÓN Y ALCANTARILLAS DE HORMIGÓN, INCLINADOS HACIA EL FRENTE DE LA PROPIEDAD, CON ABERTURAS CURB CADA CIEN (100.00 ') PIES DESBORDAN A LAS ZONAS VERDES EN DIRECCIÓN OESTE. EL TERRENO EXISTENTE TIENE UN GRADO DE APROXIMADAMENTE 0.25%. EXISTENTE DE DESEMPATE DEL SITIO ES POR FORMA DE HOJA DE DESEMPATE DE FLUJO HACIA LA LÍNEA DE LA PROPIEDAD DEL OESTE. EL TOTAL DE CONTRIBUYENTES DE 10 AÑOS DE DESEMPATE EXISTENTE DE AGUA DE TORMENTA ES 2.41 CFS. (VEASE EL ANEXO D PARA CÁLCULOS DE AGUAS PLUVIALES)

V. CONDICIONES PROPUESTO

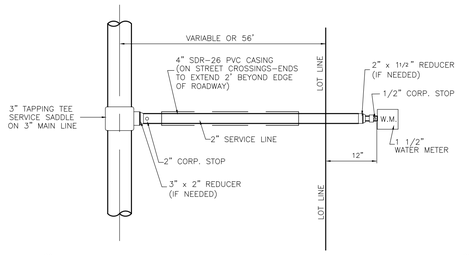
EL DESARROLLO ESTARÁ COMPUESTO POR UN ADEMÁS FUTURO DE 19,879.86 METROS CUADRADOS DE NUEVA CONSTRUCCIÓN (EDIFICIOS MULTIFAMILIARES). SEGÚN TXDOT Y CONDADO DE HIDALGO, POLÍTICA DE DRENAJE PARA REGIONAL INSTALACIONES DE DETENCIÓN, EL DESARROLLADOR DETENER LA DIFERENCIA ENTRE UN VOLUMEN CALCULADO TORMENTA DE 10 AÑOS EN CONDICIONES EXISTENTES Y UNA TORMENTA DE 10 AÑOS EN CONDICIONES DESARROLLADOS O UN TOTAL DE 0.041 ACRES–PIES (1806 CU. FT.). SE REQUIERE DE ALMACENAMIENTO SE DETIENEN EN SITIO EN LAS EXISTENTES SWALE DETENCIÓN / ZONAS VERDES. SWALE EXISTENTES / ZONAS VERDES CONSISTE EN 0.52 (22,702.27 PIE. CUAD.) DE HIERBA NATIVA QUE NATURALMENTE SE ABSORBE MÁS DE ESTE AGUA Y EL RESTO SE EVAPORARÁ A LA ATMÓSFERA.

_____
LEO L. RODRIGUEZ, JR. P.E.



DRAINAGE SWALE CROSS–SECTION

NOT TO SCALE



"TYPICAL SINGLE SERVICE CONNECTION"

N.T.S.

INDEX

SHEET 1	PLAT WITH LOT, EXISTING STREETS, EXISTING R.O.W; SEPTIC TANK NOTES; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; PRINCIPAL CONTACTS; HEADING; ETJ; LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS' DEDICATION, CERTIFICATION; AND ATTESTATION; AND THE FOLLOWING CERTIFICATES: PUBLIC NOTARY; COUNTY'S CLERK RECORDING, COUNTY PLAT APPROVAL, H.C.D.D. NO. 1, NORTH ALAMO WATER SUPPLY CORP., ENGLEMAN IRRIGATION DISTRICT, SURVEYOR'S, AND ENGINEER'S.
SHEET 2	UTILITY LAYOUT, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE; WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE STATEMENT; TYPICAL DETAILS; WATER SERVICE CONNECTION.

DRAWN: H.H.G.
DESIGNED: CIVIL & ARCH. DESIGN
CHECKED: LEO L. RODRIGUEZ, JR.
SURVEYED: LEO L. RODRIGUEZ, JR.
DATE: FEB. 02, 2014
PROJECT: SUB 14 042
PAGE NO: 2 OF 2

DRAWN BY: CIVIL AND ARCHITECTURAL DESIGN, INC. DATE 04–23–07
SURVEYED, CHECKED LEO L. RODRIGUEZ, JR., R.P.L.S. DATE 04–23–07
FINAL CHECK LEO L. RODRIGUEZ, JR., P.E. DATE 04–23–07

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

NAME	ADDRESS		PHONE & FAX	
OWNERS: RENE GUERRA	P.O. BOX 250	EDCOUCH, TEXAS 78538	(956) 262–3697	N/A
ENGINEER: LEO L. RODRIGUEZ, JR., P.E.	P.O. BOX 1830	EDINBURG, TEXAS 78540	(956) 607–5210	(888) 406–1379
SURVEYOR: LEO L. RODRIGUEZ, JR., R.P.L.S.	P.O. BOX 1830	EDINBURG, TEXAS 78540	(956) 607–5210	(888) 406–1379

For Review Only

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 03-03-2015

PROPOSED **F & F** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER FIRM: **SALINAS ENGINEERING & ASSOC.** DEVELOPER: **MARIA D. ACOSTA**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **9** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ____ ☐COMMERCIAL ____ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **Northeast corner of Bentsen Palm Drive & Mile 6 North Rd**

SUBDIVISION LIES WITHIN THE: ☒ ETJ of **Mission** and was approved by the P & Z and City Commissioner of said City.

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **09-17-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Proposed drainage will be provided by the existing detention swale from the original Palm Country Estates Subdivision on lots 2 & 4.**

DISTANCE TO DRAIN DITCH: **1 ½ mile East of the Subdivision**

ROAD R.O.W. DEDICATION: **40 feet to Mile 6 North Rd & 50 feet to Travis Neal St.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **01-18-15** By, **Victor Gallardo** PCT. 3 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **01-09-15** By, **Elizardo Ramos, Environmental Health Division Manager**

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **ISIDORO E. GOMEZ**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **AGUA SUD** LINE SIZE: **6"** LOCATION: **North side of Mile 6 North Rd. and West side of Travis Neal St.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **01-15-15** : By **Martin Ramirez, Envirnmental Compliance Coordinator**

☒ **SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

STAFF RECOMMENDS:

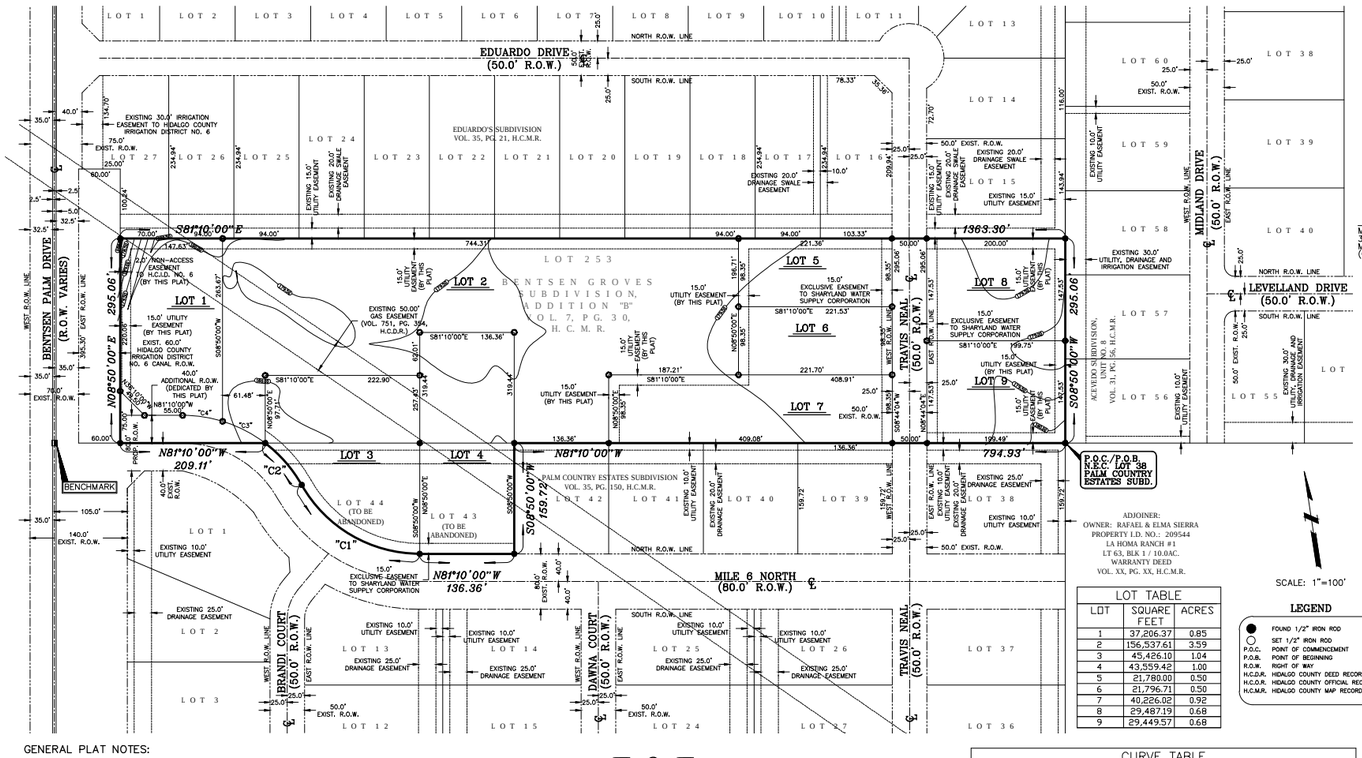
☐ **Staff Recommending No Action**

☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments and the approval from the **Mission**.*

☐ **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.*



ADJOINER:
OWNER: RAFAEL & ELMA SIERRA
PROPERTY I.D. NO.: 209544
LA HOMA RANCH #1
LT 63, BLK 1 / 10.0AC.
WARRANTY DEED
VOL. XX, PG. XX, H.C.M.R.

LOT TABLE		
LOT	SQUARE FEET	ACRES
1	37,206.37	0.85
2	156,537.61	3.59
3	45,426.10	1.04
4	43,559.42	1.00
5	21,780.00	0.50
6	21,796.71	0.50
7	40,226.02	0.92
8	29,487.19	0.68
9	29,449.57	0.68

LEGEND

- ● FOUND 1/2" IRON ROD
- ○ SET 1/2" IRON ROD
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- H.C.O.R. HIDALGO COUNTY OFFICIAL RECORDS
- H.C.M.R. HIDALGO COUNTY MAP RECORDS

GENERAL PLAT NOTES:

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X".
   ZONE "X": AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.
   COMMUNITY PANEL NUMBER: 480334 0290 D
   EFFECTIVE DATE: JUNE 6, 2000.

   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NO. 480334 0290 D, EFFECTIVE DATE JUNE 6, 2000 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. MINIMUM SETBACKS:
   FRONT (MILE 6 NORTH): 40.0 FEET.
   FRONT: 25.0 FEET.
   REAR: 15.0 FEET OR EASEMENT WHICHEVER IS GREATER.
   SIDE: 6.0 FEET OR EASEMENT WHICHEVER IS GREATER.
3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 2 THRU 9. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. NO COMMERCIAL USE SHALL BE ALLOWED ON LOTS 2 THRU 9.
5. LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS FOR NON-RESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS AND ALONG BENTSEN PALM DRIVE TO DENY ACCESS UNTO LOT. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
6. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME 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.
7. THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   DESCRIPTION: TOP OF COTTON PICKER SPINDLE AT THE CENTERLINE OF MILE 6 ROAD, ALSO BEING THE NORTHEAST CORNER OF BASHAM 36 SUBDIVISION.
   ELEV. = 179.40
8. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 16,053.96 CUBIC-FEET OR 0.369 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 2 FOR DRAINAGE REPORT).
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 PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
11. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
12. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPERATE 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.
13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
14. I, MARIA DE LOS ANGELES ACOSTA, ANA ISABEL HERNANDEZ, DIONICIO HERNANDEZ AND ALBERTO ROJO, THE OWNERS & SUBDIVIDERS OF F&F SUBDIVISION, RETAIN AN BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.
15. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOTS ARE MONUMENTED BY 1/2 INCH WIDE BY 18 INCH LONG IRON RODS.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	MARIA DE LOS ANGELES ACOSTA	3708 W. MILE 6 RD.	MISSION, TEXAS 78572	(956) 451-9838	NONE
OWNER:	ANA ISABEL & DIONICIO HERNANDEZ	3604 W. MILE 6 RD.	MISSION, TEXAS 78574	(956) XXX-XXXX	NONE
OWNER:	ALBERTO ROJO	3600 W. MILE 6 RD.	MISSION, TEXAS 78574	(956) XXX-XXXX	NONE
ENGINEER:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489

F & F SUBDIVISION

HIDALGO COUNTY, TEXAS

BEING A 10.28 ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF THAT CERTAIN 9.23 ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT OF LOT 253, BENTSEN GROVES SUBDIVISION ADDITION "B," HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 07, PAGE 30, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND, IN PART, BEING A RE-PLAT OF ALL OF LOTS 43 AND 44, PALM COUNTRY ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 35, PAGE 150, MAP RECORDS OF HIDALGO COUNTY, TEXAS

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING & DIST.
C1	206.48'	195.34'	60°35'48"	114.06'	S50°53'06"E 197.00'
C2	80.77'	197.37'	23°28'48"	40.96'	N32°19'11"W 80.20'
C3	69.39'	197.37'	20°08'34"	35.06'	N54°06'58"W 69.03'
C4	58.48'	197.37'	16°58'39"	29.46'	N72°40'35"W 58.27'

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON FEBRUARY 06, 2015. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028 (A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **F & F SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER ON _____, 2015.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST:
_____ _____
HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF **F & F SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____,
OF MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

THIS PLAN IS HEREBY APPROVED BY THE IRRIGATION DISTRICT NO. 6 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 PIPE LINES, VALVES, CHECK GATES TO BE CONNECTED TO THE NEAREST DISTRICT FACILITY.

DATED THIS THE _____ DAY OF _____ A.D. 2015

ATTEST: _____ BY: _____
SECRETARY PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

WE, AS OWNERS TO THE LAND SHOWN ON THIS PLAT DESIGNATED AS **F & F SUBDIVISION**, HIDALGO COUNTY, TEXAS, AND WHOSE NAMES ARE SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC OR ENTITIES, ALL STREETS, WATER WAYS, WATER COURSES, ALLEYS, EASEMENTS, AND RIGHTS-OF-WAY HEREIN SHOWN FOR THE PURPOSE OF CONSIDERATION HEREIN EXPRESSED, AND, FURTHER, HEREBY CERTIFY THAT THE REQUIREMENTS OF SECTION 232.032 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 440, 2000 EDITION, HAVE BEEN MET AND THAT:

(A.) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SANITARY SEWER CONNECTIONS TO ALL LOTS OR SEPTIC TANKS MEET, OR WILL MEET, STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE AND IF PROVIDED AS AN ALTERNATE SOURCE OF ENERGY, PROVIDED TO EACH LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

MARIA DE LOS ANGELES ACOSTA
3708 W. MILE 6 RD.
MISSION, TEXAS 78572
(OWNER OF 9.23 ACRE TRACT)

ANA ISABEL HERNANDEZ
3604 W. MILE 6 RD.
MISSION, TEXAS 78574
(OWNER OF LOT 44)

DIONICIO HERNANDEZ
3604 W. MILE 6 RD.
MISSION, TEXAS 78574
(OWNER OF LOT 44)

ALBERTO ROJO
3600 W. MILE 6 RD.
MISSION, TEXAS 78574
(OWNER OF LOT 43)

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED MARIA DE LOS ANGELES ACOSTA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2015.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED ANA ISABEL HERNANDEZ AND DIONICIO HERNANDEZ, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2015.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED ALBERTO ROJO, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2015.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES.

STATE OF TEXAS
CITY OF MISSION

THIS PLAT OF **F & F SUBDIVISION** HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2015

_____
CHAIRMAN

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **F & F SUBDIVISION** WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

_____ _____
MAYOR OF CITY OF MISSION DATE .

ATTEST: _____ _____
CITY SECRETARY DATE .

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX. 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS **F & F SUBDIVISION** AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE RIGHT) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

_____
DAVID OMAR SALINAS, P.E.
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID O. SALINAS, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____
DAVID O. SALINAS, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5782

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____ DATE: _____

LOCATION MAP SCALE : 1" = 1000'

F & F SUBDIVISION

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVE.
MCALLEN, TEXAS 78501

DATE PREPARED: FEBRUARY 06, 2015

PLAT SHEET 1 OF 2

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

F & F SUBDIVISION IS LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF BENTSEN PALM DRIVE AND MILE 6 NORTH. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 77,058 AS PER THE 2010 CENSUS). **F & F SUBDIVISION** DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF MISSION, IT IS WITHIN THE FIVE MILE EXTRATERRITORIAL JURISDICTION OF MISSION UNDER LOCAL GOVERNMENT CODE 42.021. PRECINCT No.3

METES AND BOUNDS DESCRIPTION

BEING A 10.28 ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF THAT CERTAIN 9.23 ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT OF LOT 253, BENTSEN GROVES SUBDIVISION ADDITION "B," HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 07, PAGE 30, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND, IN PART, BEING A RE-PLAT OF ALL OF LOTS 43 AND 44, PALM COUNTRY ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 35, PAGE 150, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND, BOUND ON THE SOUTH BY PALM COUNTRY ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 35, PAGE 150, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND, BOUND ON THE EAST BY ACEVEDO SUBDIVISION, UNIT NO. 8, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 31, PAGE 56, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND, IN PART, BEING A RE-PLAT OF ALL OF LOTS 43 AND 44, SAID PALM COUNTRY ESTATES SUBDIVISION, CONTAINING 10.28 ACRES OF LAND IN ALL; SAID 10.28 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID PALM COUNTRY ESTATES SUBDIVISION SAME BEING LOCATED ON THE NORTHEAST CORNER OF LOT 38 OF THE SAME FOR THE SOUTHEAST CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH 81 DEGREES 10 MINUTES WEST, COINCIDENT WITH THE NORTH LINE OF SAID PALM COUNTRY ESTATES SUBDIVISION, A DISTANCE OF 794.93 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID LOT 43 FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 08 DEGREES 50 MINUTES WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 43, A DISTANCE OF 159.72 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID LOT 43 FOR AN OUTSIDE SOUTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 81 DEGREES 10 MINUTES WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 43, A DISTANCE OF 136.36 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID LOT 43 SAME BEING THE SOUTHEAST CORNER OF SAID LOT 44 AND BEING ON THE BEGINNING OF A CURVE TO THE RIGHT WHOSE RADIUS IS 195.34 FEET FOR AN OUTSIDE SOUTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE TO THE RIGHT, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 44, AN ARC LENGTH DISTANCE OF 206.48 FEET TO A ½ INCH DIAMETER IRON ROD FOUND AT THE END OF THIS CURVE AND LOCATED ON THE BEGINNING OF A SECOND CURVE TO THE LEFT WHOSE RADIUS IS 197.37 FEET FOR AN OUTSIDE CORNER OF SAID LOT 44 AND AN OUTSIDE SOUTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE TO THE LEFT, CONTINUING COINCIDENT WITH THE SOUTH LINE OF SAID LOT 44, AN ARC LENGTH DISTANCE OF 80.77 FEET TO A ½ INCH DIAMETER IRON ROD FOUND AT THE END OF THIS SECOND CURVE BEING THE NORTHWEST CORNER OF SAID LOT 44 FOR AN OUTSIDE SOUTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(6) THENCE, NORTH 81 DEGREES 10 MINUTES WEST, COINCIDENT WITH THE APPARENT NORTH RIGHT-OF-WAY LINE OF MILE 6 NORTH, SAME BEING THE NORTH LINE OF SAID PALM COUNTRY ESTATES SUBDIVISION, A DISTANCE OF 209.11 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF THAT CERTAIN 60.0 FOOT HCID NO. 6 CANAL RIGHT-OF-WAY FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(7) THENCE, NORTH 08 DEGREES 50 MINUTES EAST, COINCIDENT WITH THE EAST LINE OF SAID CANAL RIGHT-OF-WAY LINE, A DISTANCE OF 295.06 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE MOST SOUTHWESTERN CORNER OF LOT 27 OF SAID EDUARDO'S SUBDIVISION FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(8) THENCE, SOUTH 81 DEGREES 10 MINUTES EAST, COINCIDENT WITH THE SOUTH LINE OF SAID EDUARDO'S SUBDIVISION, A DISTANCE OF 1,363.30 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF LOT 15 OF SAID EDUARDO'S SUBDIVISION AND ON INTERSECTON WITH THE WEST LINE OF LOT 58 OF SAID ACEVEDO SUBDIVISION, UNIT NO. 8, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

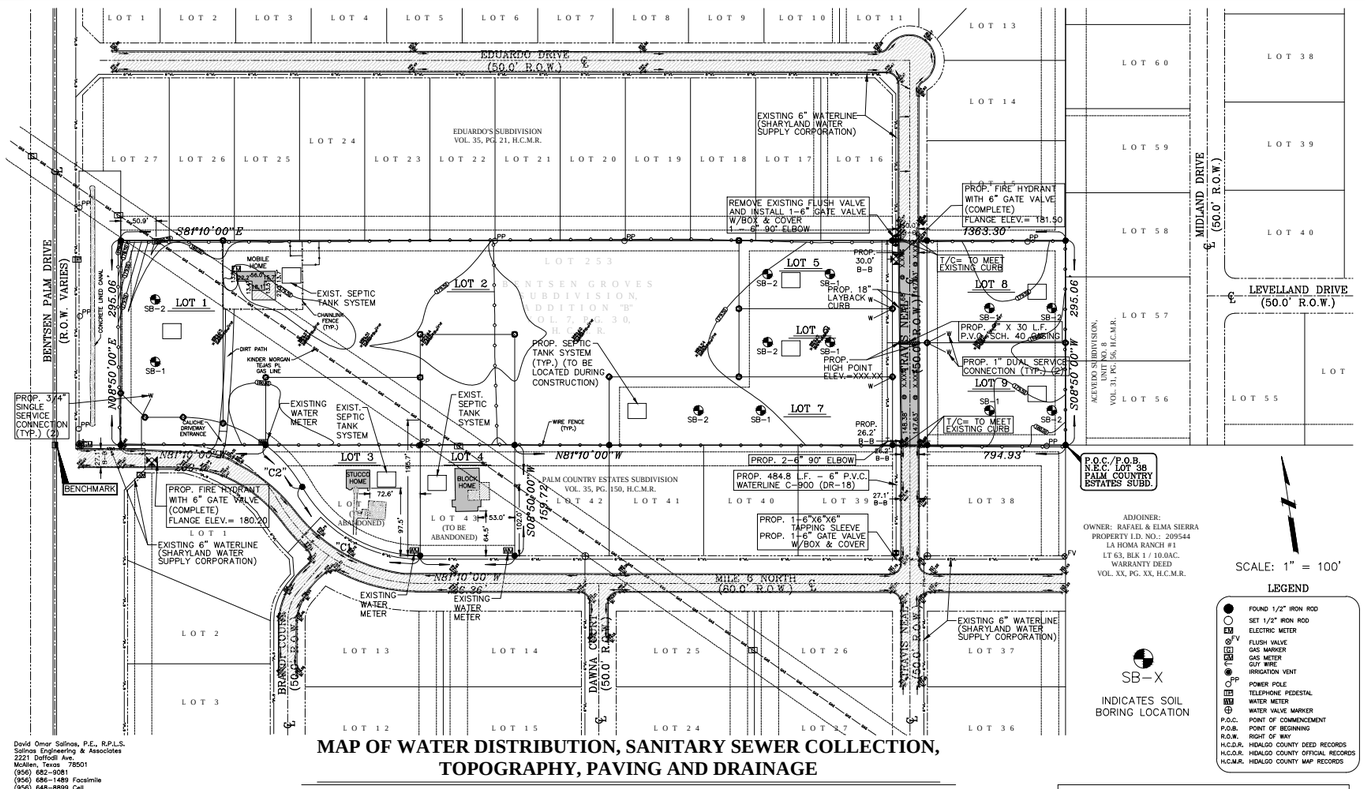
(9) THENCE, SOUTH 08 DEGREES 50 MINUTES WEST, COINCIDENT WITH THE WEST LINE SAID LOTS 56, 57 AND 58, OF SAID ACEVEDO SUBDIVISION, UNIT NO. 8, A DISTANCE OF 295.06 FEET TO THE **POINT OF BEGINNING**, CONTAINING 10.28 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: NORTH LINE OF PALM COUNTRY ESTATES SUBDIVISION, H.C.T.
N:\SUBDIVISIONPLATS\FANDF.SUB\METESANDBOUNDS.090814

INDEX SHEET OF F & F SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES & BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION; AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; HIDALGO COUNTY RIGHT OF WAY DEPT. CERTIFICATE OF APPROVAL; HIDALGO COUNTY HEALTH DEPT. CERTIFICATE OF APPROVAL. REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BOOK FOR OSSF SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER'S CERTIFICATE AND STATEMENT. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE.

SALINAS ENGINEERING & ASSOCIATES
(F-6675)
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL — McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)



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DRAINAGE REPORT
F & F SUBDIVISION
CITY OF MISSION ETJ
HIDALGO COUNTY, TEXAS

September 08, 2014

Proposed F & F Subdivision is a re-plat of all of Lots 43 and 44, Palm Country Estates, Hidalgo County, Texas, as per the map or plat thereof recorded in Volume 35, Page 150, H.C.M.R., and, a 9.23 Acre tract of land out of Lot 253, Bentsen Groves Subdivision "B.", as per the map or plat recorded in Volume 7, Page 30, H.C.M.R. The proposed re-plat will consist of a total of 9 lots – seven of which are new lots and two lots are being made larger. – all uses are proposed as residential lots. Said tract is located just east of Bentsen Palm Drive between Eduardo's Subdivision to the north and east and Palm County Estates Subdivision to the south. Located along west side of this proposed subdivision is a strip of land held in fee by H.C.I.D. No. 6, with frontage along Bentsen Palm Drive. Said proposed plat is within the extraterritorial jurisdiction of the City of Mission, Hidalgo County, Texas. This report discussed the drainage condition for the un-platted portion of the subject tract consisting of 9.23 Acres of land. The total plat acreage is 10.28 Acres which includes the two lots in Palm Country Estates and the drainage for those lots has already been partially addressed during the platting of Palm Country Estates – only the new portion of land areas being added to said Lots 43 and 44 will be considered "extra" water.

Essentially the site is covered native vegetation consisting primarily of grass and some trees and one mobile home residence. The overall site is bound on the north, east and south sides by recorded subdivisions. One small section of new street is being proposed near the east property line. The site is generally rectangular in shape with 295.06 feet north/south and 1,363.30 feet east/west. Access to the lots will be from newly proposed Travis Neal Street and Mile 6 North. Two existing recorded lots (Lots 43 and 44) from Palm Country Estates are being made larger by this plat – hence, this is a partial re-plat. All other lots will be newly created lots along with approximately 295.06 feet of new roadway (Travis Neal Street). The immediate property adjacent to and west of this land is held by HCID No. 6 and sits on 60.0 feet of fee simple right-of-way. There is no frontage of this property unto Bentsen Palm Drive. All existing and proposed lots are for residential use and it is anticipated that each new lot will be improved with 2,000 square feet of impervious improvements.

Both Mile 6 North and Travis Neal streets are public dedicated roadways sitting on 80.0 and 50.0 feet, respectively, of dedicated right-of-way. The widths of the roadways vary from 27 to 30 feet with curb & gutter. Bentsen Palm Drive does not have curb & gutter and Travis Neal Street has a layback curb & gutter section. This proposed plat will provide for 296.06 feet of new street connecting both existing subdivisions located north and south of this proposed plat.

Runoff along these roadways is not absolutely determined. There was no outfall located for the drainage along each of the roadways within the existing two subdivisions. There are high points and valley gutters along each Travis Neal Street and Eduardo Drive but no inlets. It appears that drainage collects within the roadways, ponds and removal is by natural means or flows into nearby properties.

The lands occupied by the proposed site are located in part within Zone "X" according to the FIRM dated June 6, 2000 – Community Panel No. 480334 0290 D. A review of Sheet 81 of the Soils Survey of Hidalgo County, Texas, reveals that the underlying conditions of the subject property consist of a Rio clay loam complex with slopes between 0 and 1 percent. Such soils is somewhat poorly drained and surface runoff typically ponds with no surface runoff. Permeabilities are slow and the available water capacities are high.

Cross section elevations of the subject property reveal that drainage is via overland flow in an eastern direction toward Davis Lane at an average slope of 0.879% over an average drainage run of approximately 341.25 feet. Upon reaching a saturated condition, runoff from site will likely pond. Runoff does not enter this site from Davis Lane. Drainage waters entering Davis Lane are carried away in a northerly direction by scare and poorly maintained bar ditches. These roadway bar ditches are excellent containment areas but only when shaped adequately and with maintenance up-keep.

In accordance with the drainage policies of the City of Mission and the County of Hidalgo, the subdivision shall be required to retain on-site the total volume of water created by the post-development of this property. Using an existing drainage coefficient of 0.20 and a future computed drainage coefficient of 0.25 (using a total of 17,500 square feet of impervious improvements), an average drainage run of 1,300.0 feet and an average slope of 0.023%, it was computed that the improved condition would produce an additional volume of 16,053.96 Cubic Feet (or 0.369 Acre-Feet) of drainage waters. This volume of water is for the entire proposed residential development and is equivalent to a layer of water 0.37 inches deep if spread out evenly over the entire 9.23 Acre site.

The subdivider is required to limit the amount of off-site discharge from this site to a maximum of 2.38 CFS, the current drainage condition. Since the site is relatively equally sloped, each lot would have to detain drainage waters as follows using a Pro-Rata method:

Lot 1: 1,739.32 Cu. Ft.
Lot 2: 6,157.19 Cu. Ft.
Lot 3: 869.66 Cu. Ft. (Additional Waters to Existing Lot 44)
Lot 4: 1,739.32 Cu. Ft. (Additional Waters to Existing Lot 43)
Lot 5: 869.66 Cu. Ft.
Lot 6: 869.66 Cu. Ft.
Lot 7: 1,600.17 Cu. Ft.
Lots 8 and 9: 1,182.74 Cu. Ft.

all of which may be accomplished within garden or landscaped areas.

The developer shall provide improvements to Travis Neal Street for a distance of 295.06 feet connecting the existing Travis Neal Street of both existing subdivisions. The newly proposed street shall be meet the width sections of the existing streets and will also have layback curb & gutter. No underground storm sewer is being proposed for the small section of new street. Because the site is so flat, runoff is equally distributed amongst the entire property. Water will tend to pond and self-contain within the 9.23 acre tract (excluding the new section of Travis Neal Street) since there is no predominant slope providing a path for waters to flow. Therefore, no swales or detentions areas are proposed. Detention shall be met by natural means given the extreme flatness of the subject property and the small area of impervious improvements to each lot compared to overall square footage of the remaining lot area. This report only determines the volume to be detained by this development and computes the permissible rate of offsite discharge. Any grading plan must illustrate how the minimum volumes of required detention shall be accomplished.

Date: September 08, 2014

CERTIFICATION

By my signature below, I certify that this subdivision lies in a Flood Zone "X" – Areas of minimal flooding. (No shading) (Community–Panel No. 480334 0290 D – Map Revised June 6, 2000)

David Omar Salinas, DATE
Registered Professional Engineer #71973
Registered Professional Land Surveyor #5782

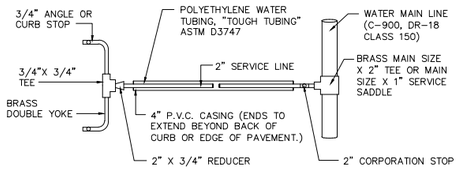
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON FEBRUARY 06, 2015. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

MAP OF WATER DISTRIBUTION, SANITARY SEWER COLLECTION, TOPOGRAPHY, PAVING AND DRAINAGE

F & F SUBDIVISION

HIDALGO COUNTY, TEXAS

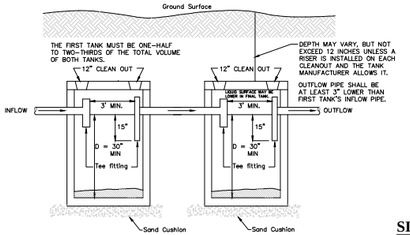
BEING A 10.28 ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF THAT CERTAIN 9.23 ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT OF LOT 253, BENTSEN GROVES SUBDIVISION ADDITION "B," HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 07, PAGE 30, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND, IN PART, BEING A RE-PLAT OF ALL OF LOTS 43 AND 44, PALM COUNTRY ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 35, PAGE 150, MAP RECORDS OF HIDALGO COUNTY, TEXAS



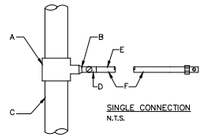
DOUBLE SERVICE CONNECTION
SCALE : N.T.S.

GENERAL NOTES:

1. ON ALL SERVICE LINES GREATER THAN 1" (2" SCHEDULE 40), A 2" VALVE WILL BE REQUIRED.



TWO 500-GALLON SEPTIC TANKS IN SERIES
SCALE: N.T.S.



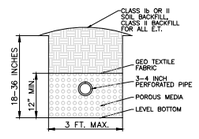
GENERAL NOTES

1. ON ALL SERVICE LINES GREATER THAN 1" (2" PVC SCHEDULE 40) , A 2" VALVE WILL BE REQUIRED

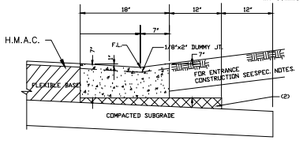
CONSTRUCTION NOTES

A. MAIN LINE TAPPING SADDLE
B. 4" X 3/4" OR 1" REDUCER (IF NEEDED)
C. 8" WATER MAIN (CLASS–160) OR AS SPECIFIED
D. 1" CORPORATION STOP.
E. POLYETHYLENE WATER TUBING, " TOUGH TUBING" ASTM D3747
F. 3/4" OR 1" SERVICE CONNECTION LINE

SINGLE SERVICE CONNECTION



SINGLE PIPE DRAWING ABSORPTIVE TRENCH
SCALE: N.T.S.



18" CONCRETE LAYBACK CURB NON-REINF. TYP. SECTION
SCALE: N.T.S.

COST ESTIMATE CHART

COST ESTIMATE	
PAVING IMPROVEMENTS:	$ XX,XXX.XX
DRAINAGE IMPROVEMENTS:	$ XX,XXX.XX
WATER DISTRIBUTION:	$ XX,XXX.XX
SANITARY SEWER IMPROVEMENTS/OSSF:	$ 9,000.00
ESTIMACION DE COSTO	
PAVIMENTACION DE CALLES:	$ XX,XXX.XX
DRENAJE PLUVIAL:	$ XX,XXX.XX
SERVICIO DE AGUA POTABLE:	$ XX,XXX.XX
SERVICIO DE DRENAJE SANITARIO:	$ 9,000.00

FINAL ENGINEERING REPORT FOR F & F SUBDIVISION :

BY DAVID O. SALINAS, P.E.

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

F & F SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY AGUA SPECIAL UTILITY DISTRICT (A.S.U.D.). THE SUBDIVIDER AND A.S.U.D. HAVE ENTERED INTO A CONTRACT IN WHICH A.S.U.D. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND A.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.

A.S.U.D. HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE SOUTH SIDE OF THE RIGHT-OF-WAY OF MILE 6 NORTH ROAD, THEN NEAR THE INTERSECTION WITH BRANDI COURT IT TURNS NORTH AND THEN CONTINUES ALONG THE NORTH SIDE OF THE RIGHT-OF-WAY OF MILE 6 NORTH ROAD. THERE IS ALSO AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE SOUTH SIDE OF THE RIGHT-OF-WAY OF EDUARDO DRIVE, THEN SAID 8" DIAMETER WATER LINE RUNS SOUTH ALONG THE WEST SIDE OF THE RIGHT OF WAY OF TRAVIS NEAL ROAD AND ENDS ON THE SOUTH PROPERTY LINE OF EDUARDO'S SUBDIVISION. THERE ARE EXISTING WATER METERS ON PROPOSED LOTS 2, 3 AND 4.

THE WATER SYSTEM FOR F & F SUBDIVISION CONSISTS OF CONNECTING A PROPOSED 8" DIAMETER WATER LINE AT THE END OF THE EXISTING 8" DIAMETER WATER LINE ALONG THE WEST SIDE OF THE RIGHT OF WAY OF TRAVIS NEAL ROAD AND EXTENDING 459.8 FEET SOUTH AND TAPPING INTO THE EXISTING 8" DIAMETER WATER LINE ALONG THE NORTH SIDE OF MILE 6 NORTH ROAD. FROM SAID PROPOSED 8" DIAMETER WATER LINE, ONE – 1" DIAMETER SINGLE SERVICE CONNECTION RUNS TO A LOT AND TWO – 1" DIAMETER DUAL SERVICE LINES RUN TO A PAIR OF LOTS BEFORE SPLITTING INTO ½" DIAMETER SERVICE LINES. A PROPOSED 2" SINGLE SERVICE CONNECTION COMES FROM THE EXISTING 8" DIAMETER WATER LINE ALONG THE NORTH SIDE OF MILE 6 NORTH ROAD AND RUNS TO PROPOSED LOT 1. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT.

THE PROPOSED 8" DIAMETER WATER LINE, 2" DIAMETER SINGLE SERVICE CONNECTIONS, DUAL SERVICES LINES AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $XX,XXX.XX, OR $X,XXX.XX PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID A.S.U.D. THE SUM OF $XXXXX, WHICH COVERS THE $XXXX 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 A.S.U.D. UPON REQUEST BY THE LOT OWNER, A.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 A.S.U.D. 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 F & F 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 HAS 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 GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF 9,000.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON

THE ENGINEER HAS ALSO EVALUATED THE CONDITION OF AN EXISTING SEPTIC TANK ON PROPOSED LOT 2, 3 AND 4 AND SUBMITTED A REPORT DATED_____ 2014 THAT CONCLUDED THE SEPTIC TANK IS ACCEPTABLE AND IN SUITABLE CONDITION FOR CONTINUED USE. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT.

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 $XX,XXX.XX WHICH EQUALS TO $X,XXX.XX PER LOT.

SEWAGE FACILITIES - SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $9,000.00 FOR THE ENTIRE SUBDIVISION.

ENGINEER'S SIGNATURE DATE

REPORTE FINAL DE INGENERIA PARA LA SUBDIVISION F & F SUBDIVISION :

BY DAVID O. SALINAS, P.E.

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO:

LA SUBDIVISIÓN F & F SUBDIVISION RECIBIRÁ SU PROVISIÓN DE AGUA DE AGUA SPECIAL UTILITY DISTRICT (LA COMPAÑÍA DE AGUA A.S.U.D.). EL DUEÑO DE LA SUBDIVISIÓN Y A.S.U.D. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. A.S.U.D. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

LA COMPAÑÍA DE AGUA A.S.U.D. TIENE UNA LÍNEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE A LO LARGO DEL LADO SUR DEL DERECHO DE PASO DE LA CALLE MILE 6 NORTH ROAD, LUEGO CERCA DE LA INTERSECCION CON LA CALLE BRANDI COURT VOLTEA HACIA EL NORTE Y LUEGO CORRE A LO LARGO DEL LADO NORTE DEL DERECHO DE PASO DE LA CALLE MILE 6 NORTH ROAD. TAMBIEN TIENE OTRA LINEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE A LO LARGO DEL LADO SUR DEL DERECHO DE PASO DE LA CALLE EDUARDO DRIVE, LUEGO LA MENCIONADA LINEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIAMETRO VOLTEA Y CORRE HACIA EL SUR A LO LARGO DEL LADO OESTE DEL DERECHO DE PASO DE LA CALLE TRAVIS NEAL ROAD Y TERMINA EN LA LINEA SUR DE LA PROPIEDAD DE LA SUBDIVISION EDUARDO'S SUBDIVISION. HAY MEDIDORES MECANICOS DE AGUA EXISTENTES EN LOS PROPUESTOS LOTES 2, 3 Y 4.

EL SISTEMA DE PROVISION DE AGUA DE LA SUBDIVISIÓN Y & F SUBDIVISION CONSISTE DE CONECTAR UNA LINEA DE AGUA PROPUESTA DE 8 PULGADAS DE DIAMETRO AL FINAL DE LA LINEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE A LO LARGO DEL LADO OESTE DEL DERECHO DE PASO DE LA CALLE TRAVIS NEAL ROAD Y EXTENDIENDO689.8 PIES AL SUR Y CONECTANDOSE A LA LINEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE A LO LARGO DEL LADO NORTE DEL DERECHO DE PASO DE LA CALLE MILE 6 NORTH ROAD. DE LA LINEA DE AGUA PROPUESTA DE 8 PULGADAS DE DIAMETRO, UN CONDUCTO DE AGUA DE X DE PULGADA DE DIÁMETRO CORRE HACIA UN LOTE Y DOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIAMETRO CORREN PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIAMETRO PARA CADA LOTE. UN CONDUCTO PROPUESTO DE AGUA DE X DE PULGADA DE DIÁMETRO VIENE DE LA LINEA DE AGUA EXISTENTE DE 6 PULGADAS DE DIAMETRO QUE CORRE A LO LARGO DEL LADO NORTE DEL DERECHO DE PASO DE LA CALLE MILE 6 NORTH ROADY CORRE HACIA EL PROPUESTO LOTE 1. TODOS LOS CONDUCTOS DE AGUA DE X DE PULGADA DE DIAMETRO SE TERMINAN EN LAS CAJAS DE LOS MEDIDORES MECANICOS DE AGUA PARA CADA LOTE.

LA LINEA DE AGUA PROPUESTA DE 8 PULGADAS DE DIAMETRO, LOS CONDUCTOS DE AGUA DE X DE PULGADA DE DIAMETRO, LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES MECÁNICOS DE AGUA HAN SIDO INSTALADOS A UN COSTO TOTAL DE $ XX,XXX.XX O $ X,XXX.XX POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA A.S.U.D. $ XXXXX, O $ XXXXX POR LOTE COMO ESTA DECLARADO EN EL ACUERDO DE SERVICIO DE 30 AÑOS CUYA SUMA CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, COSTOS DE DERECHOS DE AGUA Y GASTOS DE MEMBRESIA, 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 A.S.U.D. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN:

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON DOS ES EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (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 ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $1,500.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL A UN COSTO TOTAL DE $9,000.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSA SÉPTICAS Y AH APROVADO LA INSTALACION DE LAS FOSA SÉPTICAS DESDE_____

EL INGENIERO TAMBIEN HA EVALUADO UN TANQUE SEPTICO DE MODELO DUAL EXISTENTE EN EL PROPUESTO LOTE 2, 3 Y 4 Y HA PREPARADO UN REPORTE DE FECHA DE_____ 2014 QUE CONCLUYE EL TANQUE SEPTICO ES ACEPTABLE Y EN UNA CONDICION ADECUADA PARA USO CONTINUO. EL REPORTE FUE REVISADO Y APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL 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 SUBDIVISION 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 SERÁ INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARÁ UN TOTAL DE $ XX,XXX.XX O $ X,XXX.XX POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARÁ $1,500.00 A UN COSTO TOTAL DE $9,000.00 TODA LA SUBDIVISIÓN.

ENGINEER'S SIGNATURE DATE

SUBDIVIDER CERTIFICATION:

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH THE MINIMUM STATE STANDARDS AND THAT (a). WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b). SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENTS:

1.– I, MARIA DE LOS ANGELES ACOSTA, SUBDIVIDER OF F & F SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

MARIA DE LOS ANGELES ACOSTA
3708 W. MILE 6 RD.
MISSION, TEXAS 78572

ALBERTO ROJO
3600 W. MILE 6 RD.
MISSION, TEXAS 78574

ANA ISABEL HERNANDEZ
3604 W. MILE 6 RD.
MISSION, TEXAS 78574

DIONICIO HERNANDEZ
3604 W. MILE 6 RD.
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARIA DE LOS ANGELES ACOSTA, ALBERTO ROJO, ANA ISABEL HERNANDEZ AND DIONICIO HERNANDEZ KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 03-03-2015

PROPOSED **PRESIDIO ESTATES UNIT 2** SUBDIVISION, PRECINCT No. **1** .

ENGINEER FIRM: **KK ENGINEERING** DEVELOPER: **BENNETT FLORES INVESTMENTS, LLC**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **32** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **½ mile East of Tower Rd on the South side of Minnesota Rd.**

SUBDIVISION LIES WITHIN THE: ☒ ETJ of Alamo and after further review the proposed subdivision is not requesting utility services form the City, therefore, no review or approval from the City is required.

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **01-27-15** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Will be provided by a Storm Drainage Pipe System connecting to a proposed regional detention pond. From the detention pond , a 15" RCP will be connecting to an existing manhole which connects on to Drainage Ditch H.C.I.D. No. 2**

DISTANCE TO DRAIN DITCH: **¼ mile North of the Development**

ROAD R.O.W. DEDICATION: **20 feet to Minnesota Rd.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **02-03-15** By, **Roy Gonzalez** PCT. 1 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **02-13-15** By, **Elizardo Ramos, Environmental Health Division Manager**

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **JOSE A. GONZALEZ**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **North side of Minnesota Rd.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **01-23-15** : By **Martin Ramirez, Envirnmental Compliance Coordinator**

☒ **SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

STAFF RECOMMENDS:

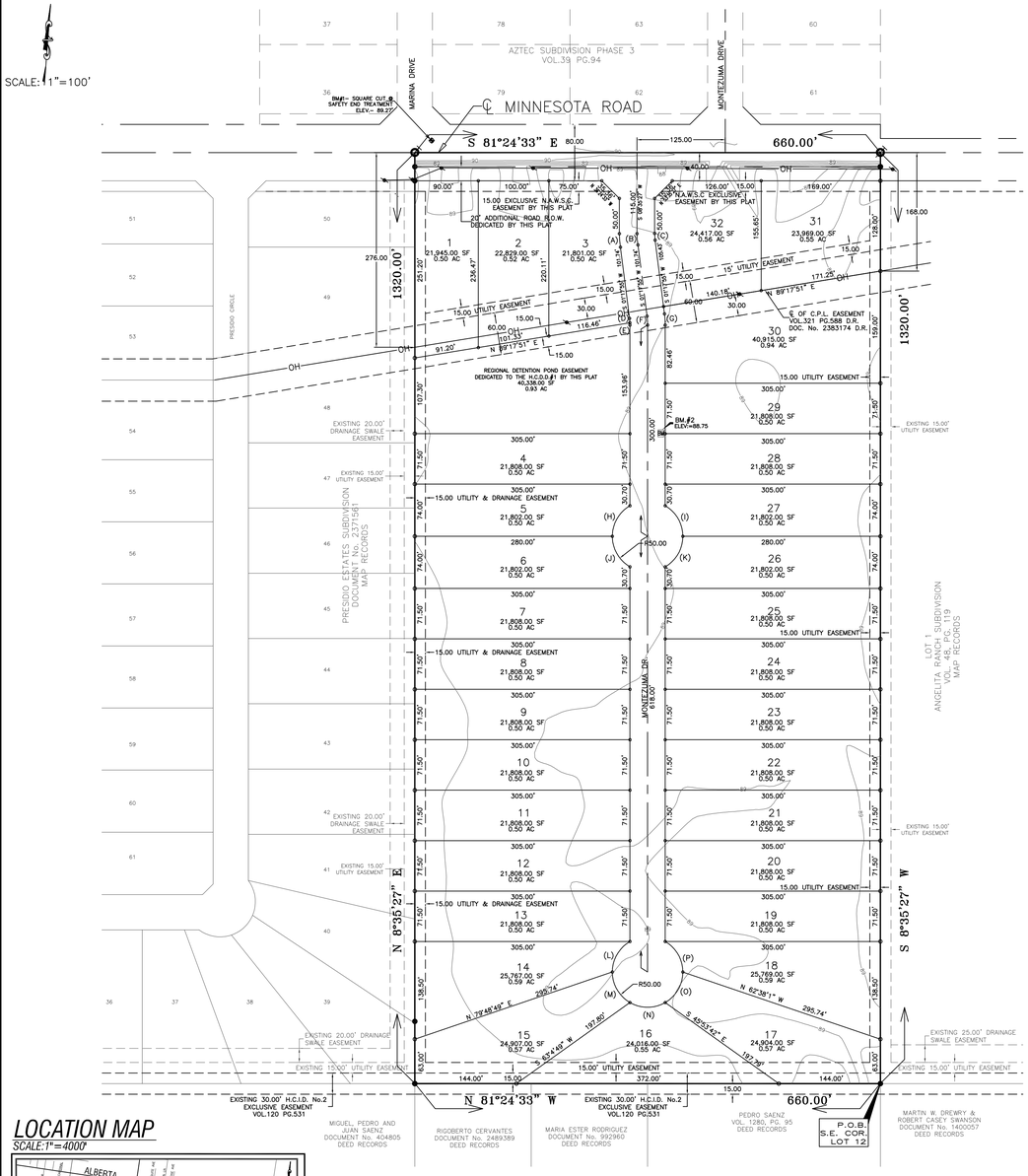
☐ **Staff Recommending No Action**

☒ **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.*



METES AND BOUNDS

A TRACT OF LAND CONTAINING 20.00 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 12, BLOCK 49, ALAMO LAND & SUGAR SUBDIVISION, MAP REFERENCE: VOLUME 1, PAGE 24, H.C.M.R., AND SAID 20.00 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING ON AN IRON ROD SET ON THE SOUTHEAST CORNER OF SAID LOT 12 AND THE SOUTHWEST CORNER OF ANGELITA RANCH SUBDIVISION, RECORDED IN VOLUME 48, PAGE 119, MAP RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT AND THE POINT OF BEGINNING;

THENCE, N 81 24' 33" W, ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 660.00 FEET TO AN IRON ROD SET ON THE SOUTHEAST CORNER OF PRESIDIO ESTATES SUBDIVISION, RECORDED IN DOCUMENT NO. 2371561, MAP RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 08 35' 27' E, ALONG THE EAST LINE OF SAID PRESIDIO ESTATES SUBDIVISION, AT A DISTANCE OF 1280.00 FEET PASS AN IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF MINNESOTA ROAD, AT A DISTANCE OF 1,300.00 FEET PASS AN IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF SAID MINNESOTA ROAD, CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO A NAIL SET AT THE NORTH LINE OF SAID LOT 12 IN THE RIGHT-OF-WAY OF SAID MINNESOTA ROAD, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81 24' 33' E, ALONG NORTH LINE OF SAID LOT 12 AND THE RIGHT-OF-WAY OF SAID MINNESOTA ROAD, A DISTANCE OF 660.00 FEET TO A NAIL AT THE NORTHEAST CORNER OF SAID LOT 12 AND THE NORTHWEST CORNER OF SAID ANGELITA RANCH SUBDIVISION, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08 35' 27' W, ALONG THE COMMON LINE OF SAID LOT 12 AND ANGELITA RANCH SUBDIVISION, AT A DISTANCE OF 20.00 FEET PASS AN ROD SET ON THE SOUTH RIGHT-OF-WAY LINE OF SAID MINNESOTA ROAD, CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20.00 ACRES OF LAND, MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and and lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 201___.

_____
KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA ROAD, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE PRESIDIO ESTATES UNIT 2 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

_____ _____
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 SUBDIVISION PLAT NOTES

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE THE TOP OF THE STREET CURB WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS. 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 REQUIREDFOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. FLOOD ZONES STATEMENTS:

ZONE "C" AREAS OF MINIMUM FLOODING (NO SHADING)
COMMUNITY-PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0425 EFFECTIVE DATE: NOVEMBER 16, 1982. 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).

3. SETBACKS:

FRONT:	25.00 FEET AND 15 FEET FOR LOTS 16
	40.00 FEET IF FRONTING MINNESOTA RD
REAR:	15.00 FEET OR EASEMENT WHICHEVER IS GREATER
INTERIOR SIDE:	15.00 FEET AND 20.00 FEET FOR LOT 3 AND 32
GARAGE FRONT:	18.00 FEE
SIDE:	6.00 FEET OR EASEMENT WHICHEVER IS GREATER

4. NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS NO COMMERCIAL USE SHALL BE ALLOWED FOR LOTS 4 THROUGH 30. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

-->B.M. NO. 1-ELEV. 89.27 (NAVD 1988) SQUARE CUT AT SAFETY END TREATMENT LOCATED NORTH WEST CORNER OF DEVELOPERMENT AT MARINA DRIVE. REFER TO PLAT

-->B.M. NO. 2-ELEV. 88.75 (NAVD 1988) TOP OF TYPE "A" INLET LOCATED ON THE NORTHWEST CORNER OF LOT 28. REFER TO PLAT

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 30,200.00 CUBIC-FEET (0.69 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.3 FOR STORM SEWER IMPROVEMENTS.)

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. 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.

9. 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.

10. 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.

11. 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.

12 ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL 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.

13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

14. KYNDEL W. BENNETT , THE OWNER & SUBDIVIDER OF PRESIDIO ESTATES No.2 SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

15. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

16. REGIONAL DRAINAGE FACILITY (RDF) FOR THIS DEVELOPMENT SHALL BE DEDICATED TO HCDD No. 1 AS SHOWN ON THE PLAT. CONSTRUCTION SHALL BE IN ACCORDANCE WITH COUNTY AND HCDD No. 1 SPECIFICATION. HCDD No. 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID RDF. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN THE RDF EASEMENT.

18. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.

19. THE PURCHASER OF LOTS 1, 2, 3 31, AND 32 SHALL BE RESPONSIBLE TO INSTALLED DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.

PLAT OF PRESIDIO ESTATES UNIT 2 SUBDIVISION

20.00 ACRES OF LAND, SITUATED IN THE CITY OF ALAMO, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 12, BLOCK 49, ALAMO LAND & SUGAR SUBDIVISION, MAP REFERENCE: VOLUME 1, PAGE 24, H.C.M.R.,

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: JANURAY, 2015

STATE OF TEXAS COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

PRESIDIO ESTATES UNIT 2, L.P., AS OWNER OF THE 20.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PRESIDIO ESTATES UNIT 2 SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
OWNER: DATE
PRESIDIO ESTATES UNIT 2, L.P.
A TEXAS LIMITED PARTNERSHIP
BY: KRJ RGV, L.L.C.
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT. AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____ 201____.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES_____

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS, THE_____DAY OF_____ 201____.

NO IMPROVEMENTS OF ANY KIND(INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHT-OF-WAYS OR EASEMENTS.

_____ ATTEST_____
PRESIDENT SECRETARY

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE§ 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
BY: _____
_____

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PRESIDIO ESTATES UNIT 2 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON,_____ _____.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, KAMBIZ S. KHADEMI A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE ____ DAY OF _____ 201___

_____
REGISTERED PROFESSIONAL ENGINEER

No.57767 STATE OF TEXAS

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, JOSE MARIO GONZALEZ, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION OF THE PRESIDIO ESTATES UNIT 2 SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

DATED THIS THE _____ DAY OF _____ 201___

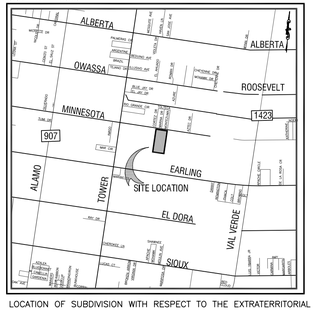
_____
REGISTERED PROFESSIONAL SURVEYOR

NO.5571 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
JOSE MARIO GONZALEZ
5571
PROFESSIONAL
LAND SURVEYOR

LOCATION MAP

SCALE:1"=4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

PRESIDIO ESTATES UNIT 2 IS LOCATED ON THE SOUTH SIDE OF MINNESOTA ROAD APPROXIMATE ¼ MILE EAST TOWER ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ALAMO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF ALAMO (POPULATION 35,100 – 2010 CENCUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ALAMO UNDER LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 1.

LEGEND	
◉	C.P.S FOUND
⊘	PK NAIL SET
●	1/2" I.R. SET
○	1/2" IRON ROD FOUND

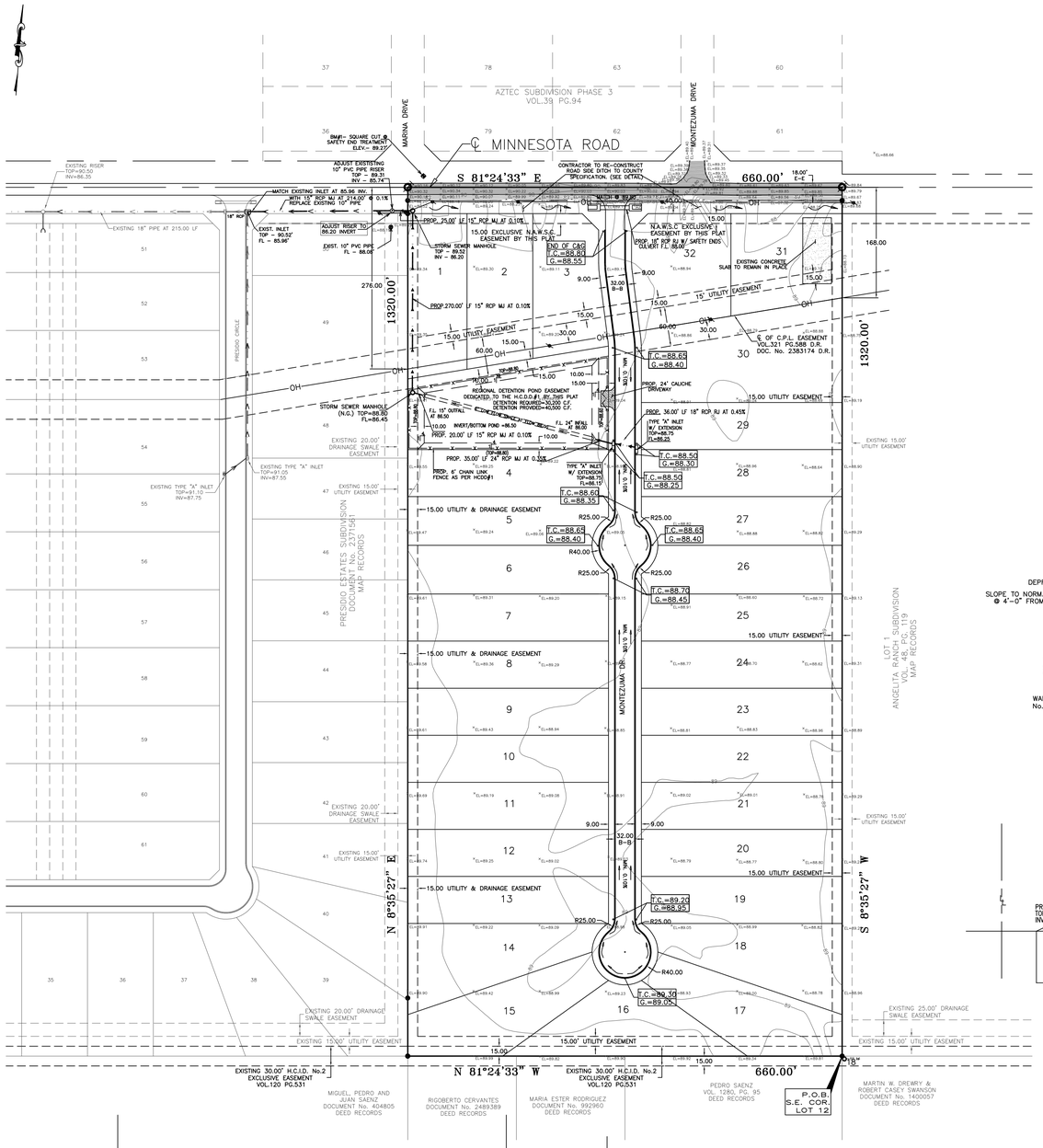
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
A	20.00'	125.00'	9°10'09"	S 04°00'22" W	19.98'
B	16.00'	100.00'	9°10'10"	S 04°00'22" W	15.99'
C	9.55'	75.00'	7°17'32"	S 04°56'41" W	9.54'
D	6.30'	75.00'	4°48'58"	N 03°42'24" E	6.30'
E	3.24'	75.00'	2°28'34"	N 07°21'10" E	3.24'
F	12.73'	100.00'	7°17'32"	N 04°56'41" E	12.72'
G	15.91'	125.00'	7°17'32"	N 04°56'41" E	15.90'
H	52.36'	50.00'	60°00'00"	S 38°35'27" W	50.00'
I	53.36'	50.00	60°00'00"	N 21°24'33" W	50.00'
J	53.36'	50.00	60°00'00"	S 21°24'33" E	50.00'
K	53.36'	50.00	60°00'00"	N 38°35'27" E	50.00'
L	53.36'	50.00	60°00'10"	S 38°35'22" E	50.00'
M	53.37'	50.00	60°00'37"	S 21°25'02" E	50.01'
N	52.35'	50.00	59°59'23"	S 81°25'02" E	49.99'
O	52.35'	50.00	59°59'00"	N 38°35'46" E	49.99'
P	52.37'	50.00	60°00'50"	N 21°24'08" W	50.01'

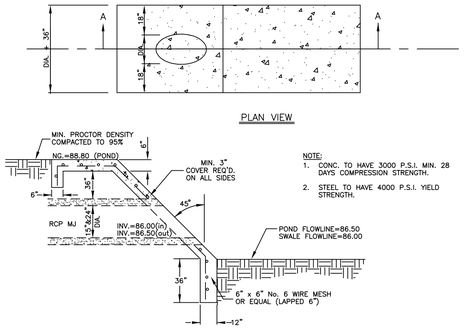
INDEX TO SHEETS OF PRESIDIO ESTATES UNIT 2 SUBDIVISION	
SHEET 1	HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR' S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE 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. NO. 1 CERTIFICATION; HIDALGO COUNTY IRRIGATION DISTRICT No.2 AND HCHD. REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION
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.

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
410 E. DOVE (FIRM REGISTRATION #F-1334)
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630-2125 FAX (956) 630-2219

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL W. BENNETT, BENNETT-FLORES INVESTMENTS, LLC.	P.O. BOX 365	LA BLANCA 78558	(956) 464-4431	(956) 464-2597
ENGINEER:	KAMBIZ S. KHADEMI P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM88	MONTE ALTO 78538	(956) 380-5154	(956) 380-5156





PRESIDIO ESTATES UNIT 2 SUBD. DETENTION POND RIP-RAP

N.T.S.

THE REFERENCED SUBDIVISION IS A 20-AC.TRACT OF LAND LOCATED ON THE SOUTH SIDE OF MINNESOTA ROAD 2,000' EAST OF TOWER ROAD. THIS AREA IS IN THE RURAL ETJ OF CITY OF ALAMO.

THE PROPOSED USE IS MOSTLY FOR SINGLE-FAMILY RESIDENTIAL LOTS (32). THE NATURAL DRAINAGE IN THE GENERAL AREA IS TO THE NORTHEAST INTO THE EXISTING MINNESOTA ROADSIDE DITCH RUNNING WEST TO TOWER ROAD INTO AN EXISTING 24' DRAINAGE PIPE WHICH IS OUT-FALLING NORTH INTO THE EXISTING DRAINAGE DITCH (HCID #2). THE EXISTING RUNOFF FROM THE SITE FOR A 10-YEAR STORM IS 8.44 CUBIC FEET PER SECOND. (SEE TABLES I, IA, AND II).

THE PROPOSED DEVELOPMENT (DUE TO LARGE LOTS & SMALL HOMES) WILL VERY SLIGHTLY INCREASE RUNOFF WITHOUT DETENTION TO 10.40 CUBIC FEET PER SECOND BASED ON A 10-YEAR STORM. BASED ON THE COUNTY'S POLICY THAT THERE BE NO ADDITIONAL RUNOFF FROM A 10-YEAR STORM, A 30,200 CUBIC FEET (0.69 ACRE-FEET) OF DETENTION IS REQUIRED. A DETENTION POND WILL BE PROVIDED, DEDICATED TO THE COUNTY & SHOWN ON THE PLAT.

ADDITIONAL DRAINAGE IMPROVEMENTS ARE PROVIDED VIA STREET/GUTTER POSITIVE FLOW WITH CURB INLETS WITH EXTENSIONS AND 18"- 24" R.C.P. AS WELL AS A 15" R.C.P. RESTRICTED OUTFALL CONNECTING TO AN EXISTING INLET AND AN 18" DRAINAGE PIPE, ALONG THE EAST SIDE OF PRESIDIO CIRCLE ON THE SOUTH SIDE OF MINNESOTA ROAD.

FLOOR ELEV. (SEE PLAT NOTE) WILL BE SET ABOVE THE 100 YR. FLOOD. THIS SUBD. IS IN ZONE "C" FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO.480334 0425 C REVISED NOV. 16, 1982.

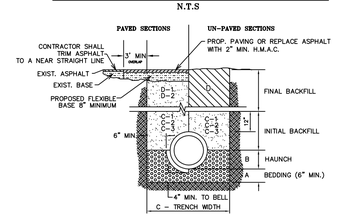
KAMBIZ S. KHADEMI
P.E. 5767

DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED
PROFESSIONAL ENGINEER

STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S



A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") – PIT RUN GRAVEL 3/4" MAX. SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. x 1.5 + 12".

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

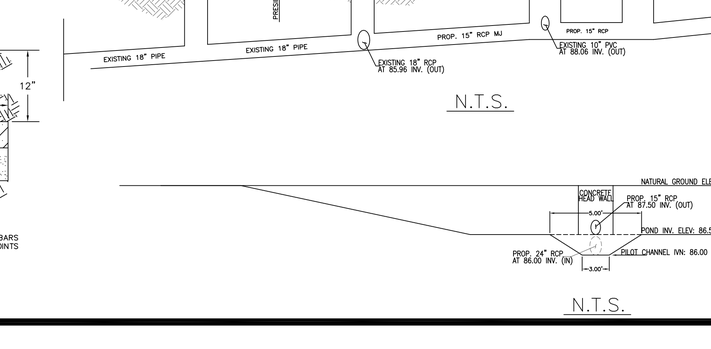
C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

D. FINAL BACKFILL – COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

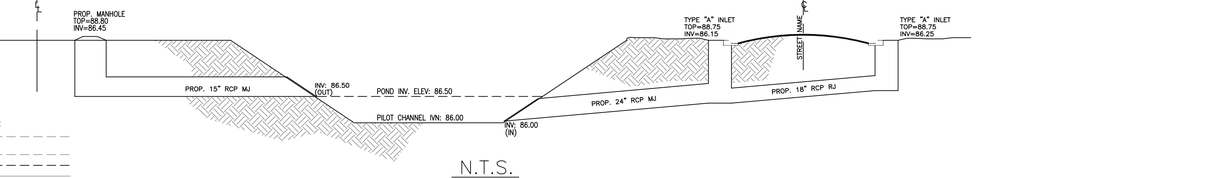
NOTE: MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.



CURB INLET
TYPE "A"

PRECAST CONCRETE
MANHOLE DETAIL

NO SCALE



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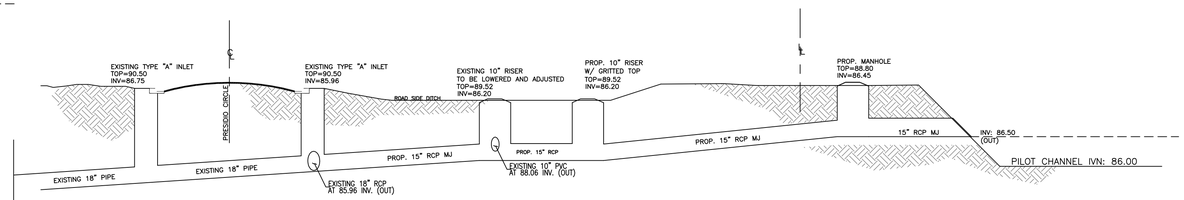

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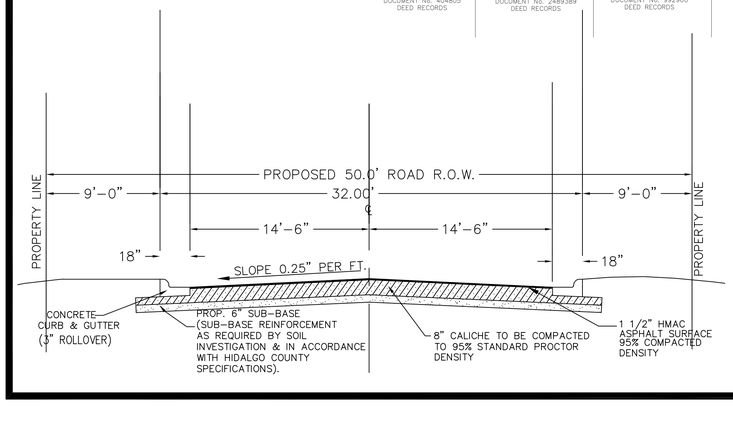
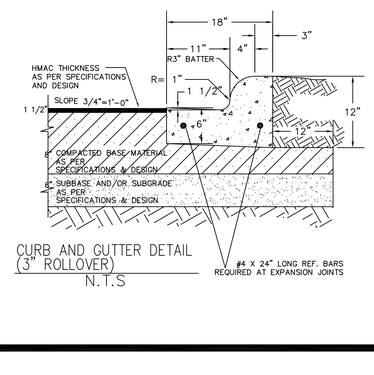
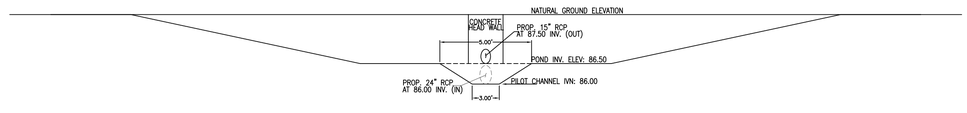




CURB AND GUTTER DETAIL
(3" ROLLOVER)
N.T.S



N.T.S.

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(956) 630-2125
FAX (956) 630-2219
McALLEN, TEXAS 78502
410 E. DOVE
P.O. BOX 3422

BY	DATE	REVISION

DRAWING DATE: JANUARY, 2015
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1" = 100'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 JANUARY/2015
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

PRESIDIO ESTATES UNIT 2
SUBDIVISION
HIDALGO COUNTY
Pct. 1

EXISTING TOPO AND PROPOSED PAVING, STORM DRAINAGE AND DETENTION POND

PRESIDIO ESTATES UNIT 2, L.P.

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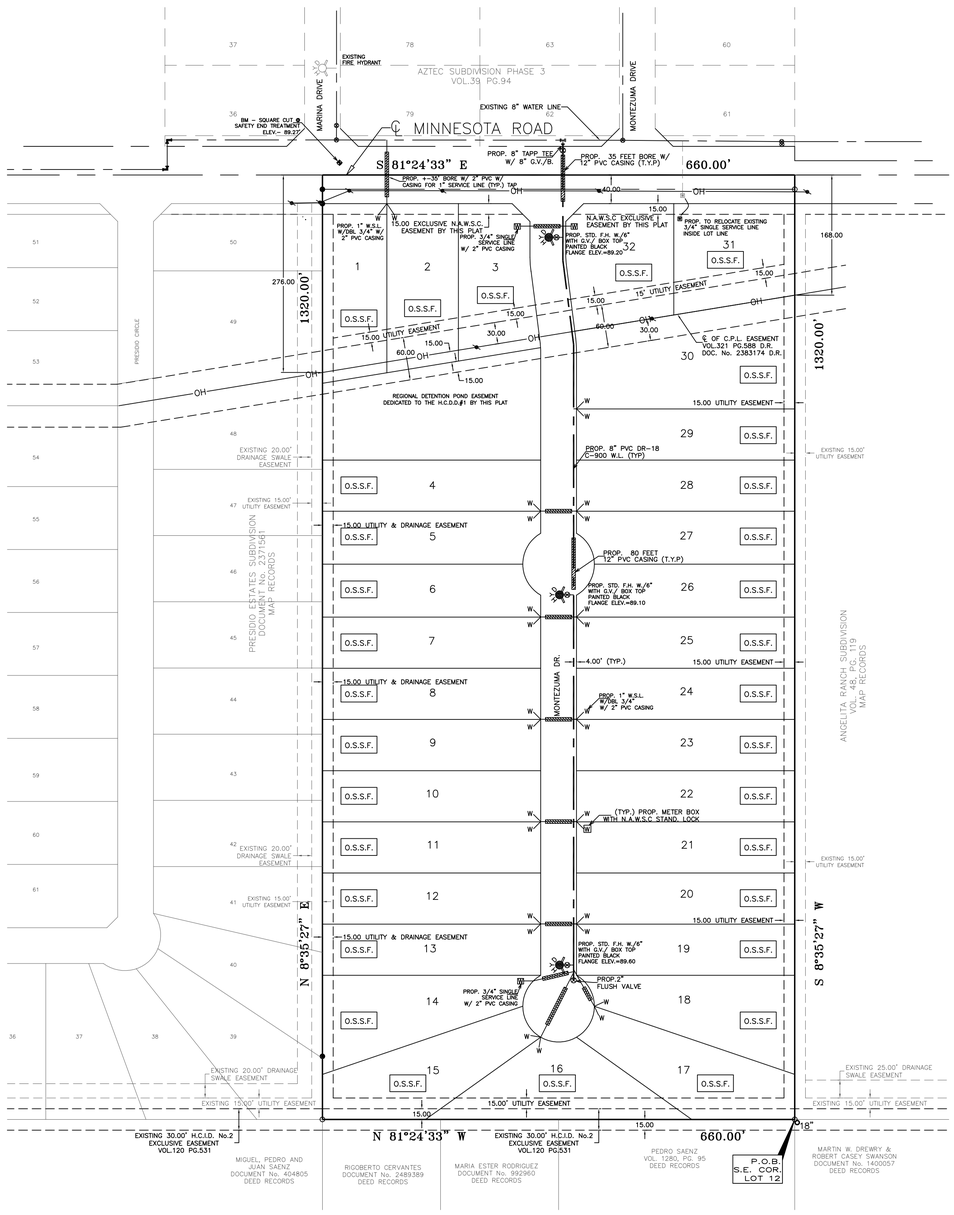
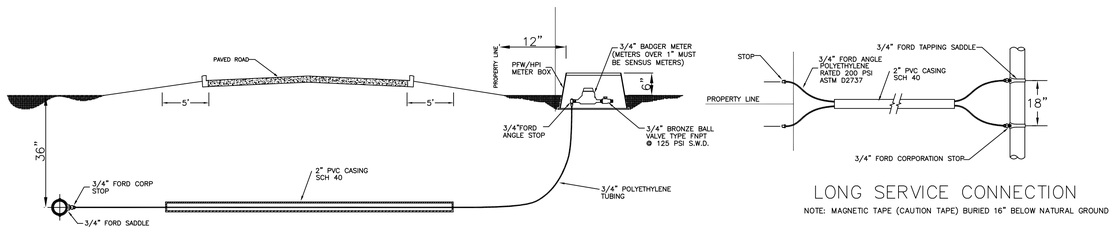
File Name: PAVING & DRAIANGE

SHEET 3 OF 3



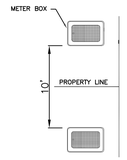


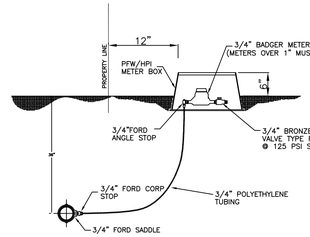
NOTE: PVC ENCASEMENT SHOULD EXTEND THE MINIMUM OF 5' OF EDGE OF PAVEMENT ON BOTH SIDES OF ROAD

LONG SERVICE CONNECTION

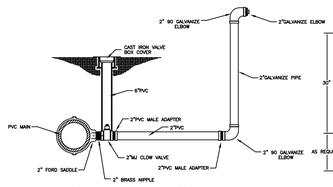
NOTE: MAGNETIC TAPE (CAUTION TAPE) BURIED 16" BELOW NATURAL GROUND

CONSTRUCTION COST ESTIMATE:	
1-WATER:	$
2-OSSF:	$38,400.00
3-PAVING:	$
4-DRAINAGES:	$
TOTAL:	$

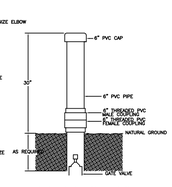




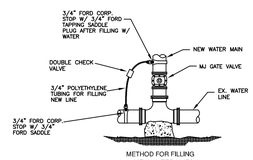
SHORT SERVICE CONNECTION



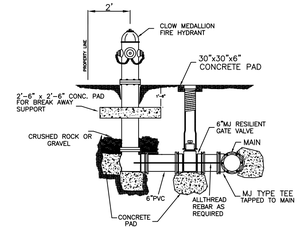
FLUSH VALVE ASSEMBLY



STANDARD VALVE MARKER



METHOD FOR FILLING NEW WATER LINES



FIRE HYDRANT ASSEMBLY

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
PRESIDIO ESTATES UNIT 2 SUBDIVISION HAS BEEN 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" WATER LINE ALONG THE NORTH R.O.W. LINE OF MINNESOTA ROAD. FROM THESE PREVIOUS MENTIONED 8" WATER LINES WE HAVE INSTALLED ONE (1) NEW 8" WATER LINES RUNNING SOUTH ALONG THE EAST OF NEW ROAD R.O.W. OF STREET NAME ENDING WITH A 2" FLUSH ASSEMBLY ON THE NORTH WEST CORNER OF LOT 18.

WATER DISTRIBUTION FOR THE PRESIDIO ESTATES UNIT 2 SUBDIVISION CONSISTS OF FOURTEEN (14)-1" DIAMETER DUAL SERVICE LINES, THREE (3) ¾" SINGLE SERVICE LINES AND ONE (1) EXISTING WATER SERVICES LINE WITH WATER METER FOR LOT 31. THE 8" WATERLINES, THE DUAL SERVICE LINES, THE METER BOXES & LOCKS HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $_ OR $_____ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $_____, WHICH COVERS THE $_____ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, 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 4 FIRE HYDRANTS AT A UNIT COST OF $_____ FOR A TOTAL COST OF $_____, THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION: COST AND OPERABILITY DATES
SEWAGE FROM PRESIDIO ESTATES UNIT 2 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 EACH LOT. JOSE A. GONZALEZ SITE EVALUATOR REG.# 122758, 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 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOUL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. TOTAL OF 8 BORES WERE DONE (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM CLASS III, EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST OF THE INSTALLATION OF THE SEPTIC SYSTEM ON AN INDIVIDUAL LOT WAS $1,200.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AND FINALIZED AT THIS TIME AT A TOTAL COST OF $38,400.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYSTEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $_____ WHICH EQUALS TO $_____ 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 $38,400.00 FOR THE ENTIRE SUBDIVISION.

_____ _____
KAMBIZ S. KHADEMI, PE DATE
P.E. # 57767

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO
PRESIDIO ESTATES UNIT 2 SUBDIVISION HA SIDO PROVEÍDA DE AGUA POTABLE POR NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C). EI DUENO Y N.A.W.S.C. HAN HECHO UN CONTRATO EN CUAL N.A.W.S.C. HA PROMETIDO PROPORCIONAR SUFICIENTE AGUA A LA SUBDIVISIÓN DURANTE AL MENOS 30 AÑOS Y N.A.W.S.C. HA PROPORCIONADO LA DOCUMENTACIÓN PARA ESTABLECER SUFICIENTEMENTE LA CANTIDAD Y LA CALIDAD DE LOS ABASTECIMIENTOS DE AGUA DISPONIBLES PARA SERVIR EL DESARROLLO LLENO DE ESTA SUBDIVISIÓN. N.A.W.S.C. TIENE UNA LINEA DE 8" A LADO NORTE DE LA CALLE MINNESOTA ROAD. DE ESTA MISMA LINEA PREVIAMENTE MENCIONADA, INTALAREMOS 1 LINEAS NUEVAS DE 8" CON DIRECCION VERTICAL SUR POR EL LA NUEVA VILLA DE CALLE DEDICADADA POR ESTA SUBDIVISION NOMBRE DE CALLE, TERMINANDO EN LA ESQUINA NOROESTE DEL LOTE 18 CON UN ENSAMBLE DE BARBULA DE ESCAPE DE 2".

DISTRIBUCIÓN DE AGUA PARA PRESIDIO ESTATES UNIT 2 SUBDIVISIÓN CONSISTE EN TRES (3) LINEAS DE ¾" SERVICIO SENCILLO Y CATORSE (14) LINEAS DE 1" DIÁMETRO DE SERVICIO DUALES CUALES TERMINAN EN LAS CAJA DEL MEDIDOR CON CANDADOS DE CADA SOLAR Y UN SERVISIO EXISTENTE DE ¾" EN EL SOLAR 31. LAS LÍNEAS DE SERVICIO DUALES Y SENCILLAS DE ¾" Y LAS CAJAS DEL MEDIDOR HAN SIDO INSTALADAS A UN COSTO TOTAL DE $ O $_____ POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.E.W.S.C. $_____, DE ACUERDO AL CONTRATO DE LA CARTA DE 30 AÑOS LA CUAL CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $_____. 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.E.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 4 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO INDIVIDUAL DE $_____ A UN COSTO TOTAL DE $_____. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN
SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A. GONZALEZ EVALUADOR DE SUELOS REG.# 122581 EH 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) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON 8 EXCAVACIONES DE EVALUACIÓN DE SUELO 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 SON $1,200.00 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 $38,400.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DEL SISTEMA DE FOSAS SEPTICAS.

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 $_____ O $_____ POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,200.00 POR SISTEMA A UN COSTO TOTAL DE $38,400.00 TODA LA SUBDIVISIÓN.

_____ _____
KAMBIZ S. KHADEMI, PE DATE
P.E. # 57767

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION:

1.-BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a)WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b)SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.-I KYNDEL W. BENNETT SUBDIVIDER OF PRESIDIO ESTATES UNIT 2 SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE REQUIRED BY STATE AND COUNTY REGULATIONS.

_____ _____
OWNER: DATE
PRESIDIO ESTATES UNIT 2, L.P.
A TEXAS LIMITED PARTNERSHIP
BY: KRJ RGV, L.L.C
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO MY BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS TIME _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC
MY COMSTUART EXPIRES _____

BY
DATE
REVISION

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502
(956) 630-2125
FAX (956) 630-2219

DRAWING DATE: JANUARY, 2015
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 JANUARY/2015
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

PRESIDIO ESTATES UNIT 2
SUBDIVISION
HIDALGO COUNTY
Pct. 1

EXISTING TOPO AND PROPOSED WATER IMPROVEMENTS (NAWSC) AND SEPTIC TANKS

PRESIDIO ESTATES UNIT 2, L.P.

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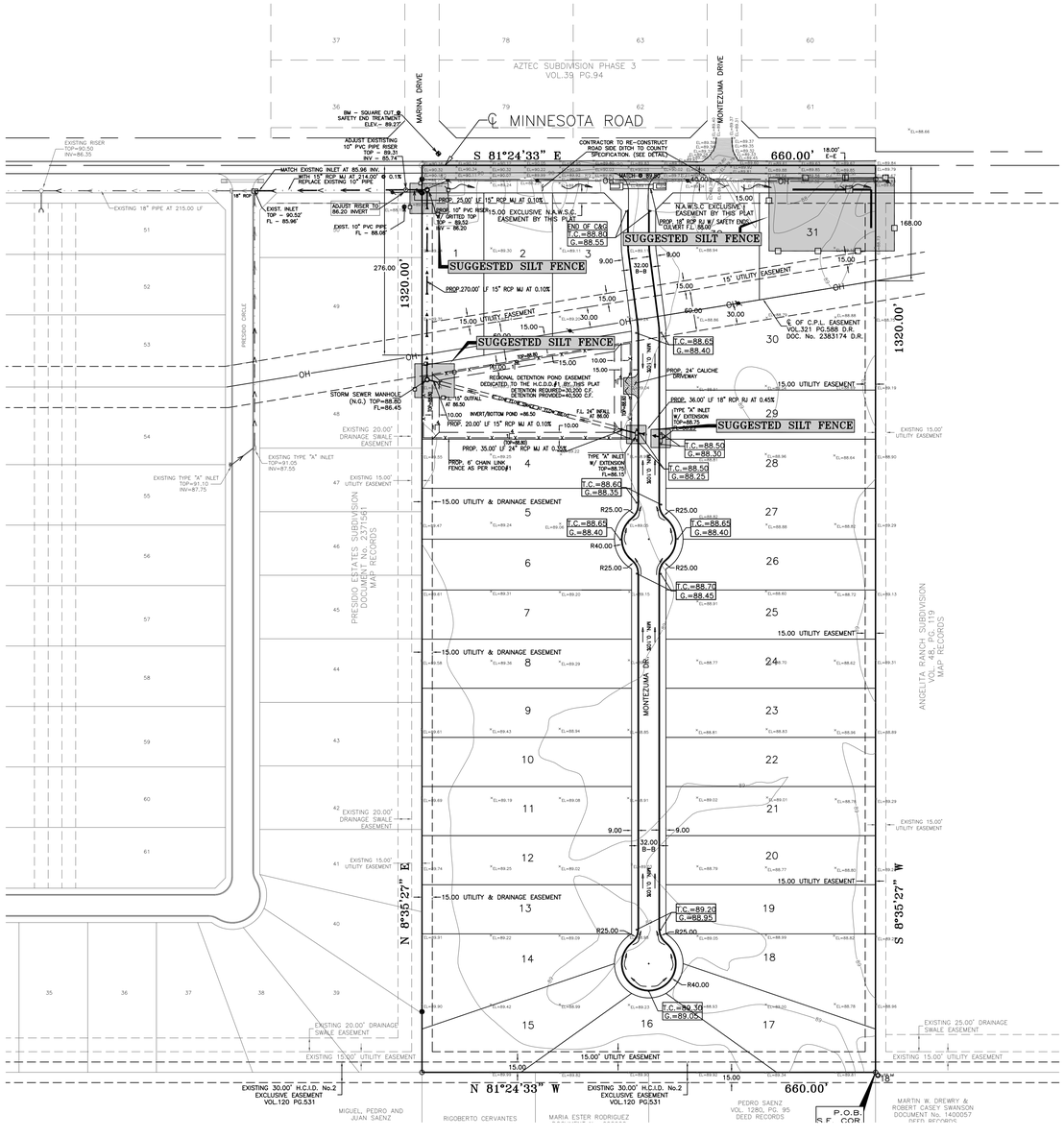
File Name: SEPTIC & WATER

SHEET 2 OF 3


AZTEC SUBDIVISION PHASE 3
VOL.39 PG.94
MARINA DRIVE
MONTEZUMA DRIVE
℄ MINNESOTA ROAD
S 81°24'33" E
660.00'
CONTRACTOR TO RE-CONSTRUCT ROAD SIDE DITCH TO COUNTY SPECIFICATION. (SEE DETAIL)
EXISTING RISER TOP=90.50 INV=86.35
EXISTING 18" PIPE AT 215.00 LF
EXISTING TYPE "A" INLET TOP=91.05 INV=87.75
EXISTING TYPE "A" INLET TOP=91.08 INV=87.55
PRESIDIO CIRCLE
PROP. 25.00' LF 15" RCP MJ AT 0.10%
PROP. 270.00' LF 15" RCP MJ AT 0.10%
PROP. 20.00' LF 15" RCP MJ AT 0.10%
PROP. 35.00' LF 24" RCP MJ AT 0.20%
PROP. 36.00' LF 18" RCP MJ AT 0.45%
PROP. 6' CHAIN LINK FENCE AS PER HCDOT
SUGGESTED SILT FENCE
END OF C&G T.C.=88.80 G.=88.55
N.A.W.S.C. EXCLUSIVE EASEMENT BY THIS PLAT
PROP. 18" RCP W/ SAFETY END CULVERT FT. 88.60
REGIONAL DETENTION POND EASEMENT DEDICATED TO THE H.C.D.O.#1 BY THIS PLAT DETENTION REQUIRED=30,200 C.F. DETENTION PROVIDED=40,500 C.F.
INVERT/BOTTOM POND =86.00
TOP=88.60
TOP=88.50
TOP=88.75
TOP=88.70
TOP=88.65
TOP=89.20
TOP=89.05
TOP=88.90
TOP=88.95
TOP=88.85
TOP=88.80

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 03-03-2015

PROPOSED **RANCHO B2Z** SUBDIVISION, PRECINCT No. **4** .

ENGINEER FIRM: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **REZA BADIOZZAMANI**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **1** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ____ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **¼ mile North of Mile 6 North Rd, East side of Bentsen Rd**

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 **01-15-15** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Lots will be graded to have a positive flow in direction to Bentsen Rd. roadside ditch.**

DISTANCE TO DRAIN DITCH: **¼ mile West of the development**

ROAD R.O.W. DEDICATION: **30 feet to Bentsen Rd**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **01-28-15** By, **Joe Ochoa** PCT. 4 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **01-29-15** By, **Elizardo 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: **SWSC** LINE SIZE: **6"** LOCATION: **West side of Bentsen Rd.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **01-29-15** : By **Martin Ramirez, Envirnmental Compliance Coordinator**

☒ **SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

STAFF RECOMMENDS:

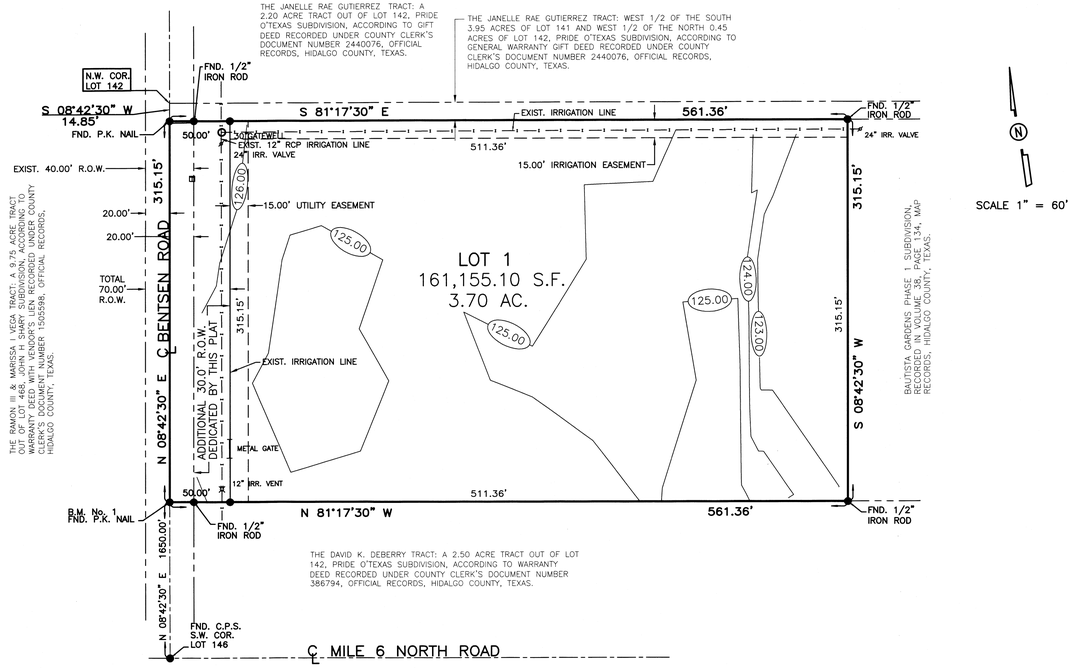
☐ **Staff Recommending No Action**

☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments and the approval of the City of* ***McAllen****.*

☐ **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.*



SCALE 1" = 60'

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X "
AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN
COMMUNITY–PANEL No. 480334 0295 D
EFFECTIVE DATE: JUNE 6, 2000.

2.– MINIMUM BUILDING SETBACK LINES:
FRONT: 40.00 FEET
REAR: 20.00 FEET
SIDE: 6.00 FEET
OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ANY OF THE LOTS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK No. 1=126.95 ON P.K. NAIL FOUND AT THE SOUTHWEST CORNER OF PROPOSED SUBDIVISION. N.A.V.D. 88 DATUM

CITY OF MCALLEN BENCHMARK–MC 44 =120.21 30" ALUM. PIPE FOUND AT SOUTHWEST CORNER OF WARE ROAD AND MILES 6 NORTH ROAD. THE B.M. IS 511.60 FEET SOUTH OF THE CENTERLINE OF MILE 6 NORTH ROAD. N.A.V.D. 88 DATUM

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF ____ CUBIC –FEET ____ ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 2 .

7.– LEGEND • – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

8.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9.– 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.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11.– ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

12.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT 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.

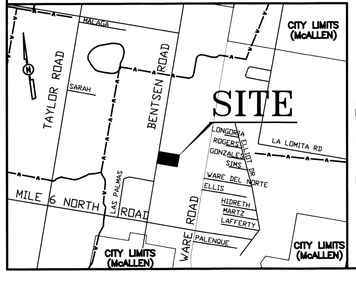
13.– MINIMUM 4.0' WIDE SIDEWALK IS REQUIRED ON MONTE CRISTO ROAD AND ORANGE DRIVE

14.– A 6.00' OPAQUE BUFFER IS REQUIRED FROM ADJACENT/BETWEEN MULTIFAMILY RESIDENTIAL AND COMMERCIAL OR INDUSTRIAL ZONES/USES.

15.– AN 8.00' MASONRY WALL IS REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI–FAMILY RESIDENTIAL ZONES/USES.

16.– REZA BADIOZZAMANI , THE OWNER & SUBDIVIDER OF RANCHO B2Z SUBDIVISION
RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

LOCATION MAP SCALE 1:2000



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

RANCHO B2Z SUBDIVISION, IS LOCATED IN THE MIDDLE OF HIDALGO COUNTY, ON THE EAST SIDE OF BENTSEN ROAD, APPROXIMATELY 1,650.00 FEET FROM THE INTERSECTION OF MILE 6 NORTH ROAD AND BENTSEN ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF McALLEN. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF McALLEN (POPULATION 136,639), RANCHO B2Z SUBDIVISION, LIES APPROXIMATELY .04 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	REZA BADIOZZAMANI	P.O. BOX 2724	MCALLEN, TX 78502	(956)624–1770	
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

SUBDIVISION PLAT OF:

RANCHO B2Z SUBDIVISION

A 4.06 ACRE TRACT OF LAND OUT OF THE SOUTH 9.55 ACRES OF THE NORTH 10.00 ACRES OF LOT 142, PRIDE O'TEXAS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGES 58 AND 59, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2566939, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 4.06 ACRE TRACT OF LAND OUT OF THE SOUTH 9.55 ACRES OF THE NORTH 10.00 ACRES OF LOT 142, PRIDE O'TEXAS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGES 58 AND 59, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2566939, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A P.K. NAIL FOUND ON THE WEST LINE OF LOT 142 AND IN THE CENTERLINE OF BENTSEN ROAD FOR THE NORTHWEST CORNER OF THE DAVID K. DEBERRY TRACT (A 2.50 ACRE TRACT OUT OF LOT 142, PRIDE O'TEXAS SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN DOCUMENT NUMBER 386794, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°42'30" E, ALONG THE WEST LINE OF LOT 142 AND THE CENTERLINE OF BENTSEN ROAD, A DISTANCE OF 315.15 FEET TO A P.K. NAIL FOUND FOR THE SOUTHWEST CORNER OF THE JANELLE RAE GUTIERREZ TRACT (THE WEST HALF OF THE SOUTH 3.95 ACRES OF LOT 141, AND THE WEST HALF OF THE NORTH 0.45 ACRES OF LOT 142, PRIDE O'TEXAS SUBDIVISION, ACCORDING TO GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2440076, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°17'30" E, ALONG THE SOUTH LINE OF THE JANELLE RAE GUTIERREZ TRACT, PASSING A 1/2" IRON ROD FOUND AT 20.00 FEET FOR THE EAST RIGHT OF WAY LINE OF BENTSEN ROAD, A TOTAL DISTANCE OF 561.36 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF BAUTISTA GARDENS PHASE I SUBDIVISION (RECORDED IN VOLUME 38, PAGE 134, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°42'30" W, ALONG THE WEST LINE OF BAUTISTA GARDENS PHASE I SUBDIVISION, A DISTANCE OF 315.15 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH LINE OF THE DAIV K. DEBERRY TRACT FOR THE SOUTHWEST CORNER OF BAUTISTA GARDENS PHASE I SUBDIVISION AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°17'30" W, ALONG THE NORTH LINE OF THE DAVID K. DEBERRY TRACT, PASSING A 1/2" IRON ROD FOUND AT 541.36 FEET FOR THE EAST RIGHT OF WAY LINE OF BENTSEN ROAD, A TOTAL DISTANCE OF 561.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.06 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH BAUTISTA GARDENS PHASE I SUBDIVISION, RECORDED IN VOLUME 38, PAGE 134, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

STATE OF TEXAS · REGISTERED · ALFONSO QUINTANILLA 4856 · PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

12–9–2014
DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, REZA BADIOZZAMANI, AS OWNER OF THE 4.06 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RANCHO B2Z SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

REZA BADIOZZAMANI
P.O. BOX 2724
MCALLEN, TX. 78502

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared REZA BADIOZZAMANI proved to me through her Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

NEYDA S. RAMIREZ · Notary Public, State of Texas · My Commission Expires March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

I, THE UNDERSIGNED, MAYOR 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.

MAYOR — DATE

ATTEST: _____
CITY SECRETARY — DATE

PLANNING & ZONING COMMISSION CERTIFICATION

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF McALLEN ,TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING COMMISSION — DATE

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the RANCHO B2Z SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____ .

Hidalgo County Judge — Date

ATTEST: _____
Hidalgo County Clerk — Date

UNITED IRRIGATION DISTRICT CERTIFICATION

THIS PLAT IS HEREBY APPROVED BY UNITED IRRIGATION DISTRICT SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION DELIVERY FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH FACILITIES.

DATED THIS THE_____ DAY OF _____ , 20__.

ATTEST: _____
SECRETARY — PRESIDENT

COUNTY OF HIDALGO
STATE OF TEXAS

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · ALFONSO QUINTANILLA 95534 · PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

12-11-14
DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

INDEX TO SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: CITY APPROVAL CERTIFICATE: MAYOR'S CERTIFICATE, ADMINISTRATOR'S CERTIFICATE, PLANNING & ZONING CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, UNITED IRRIGATION DISTRICT CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

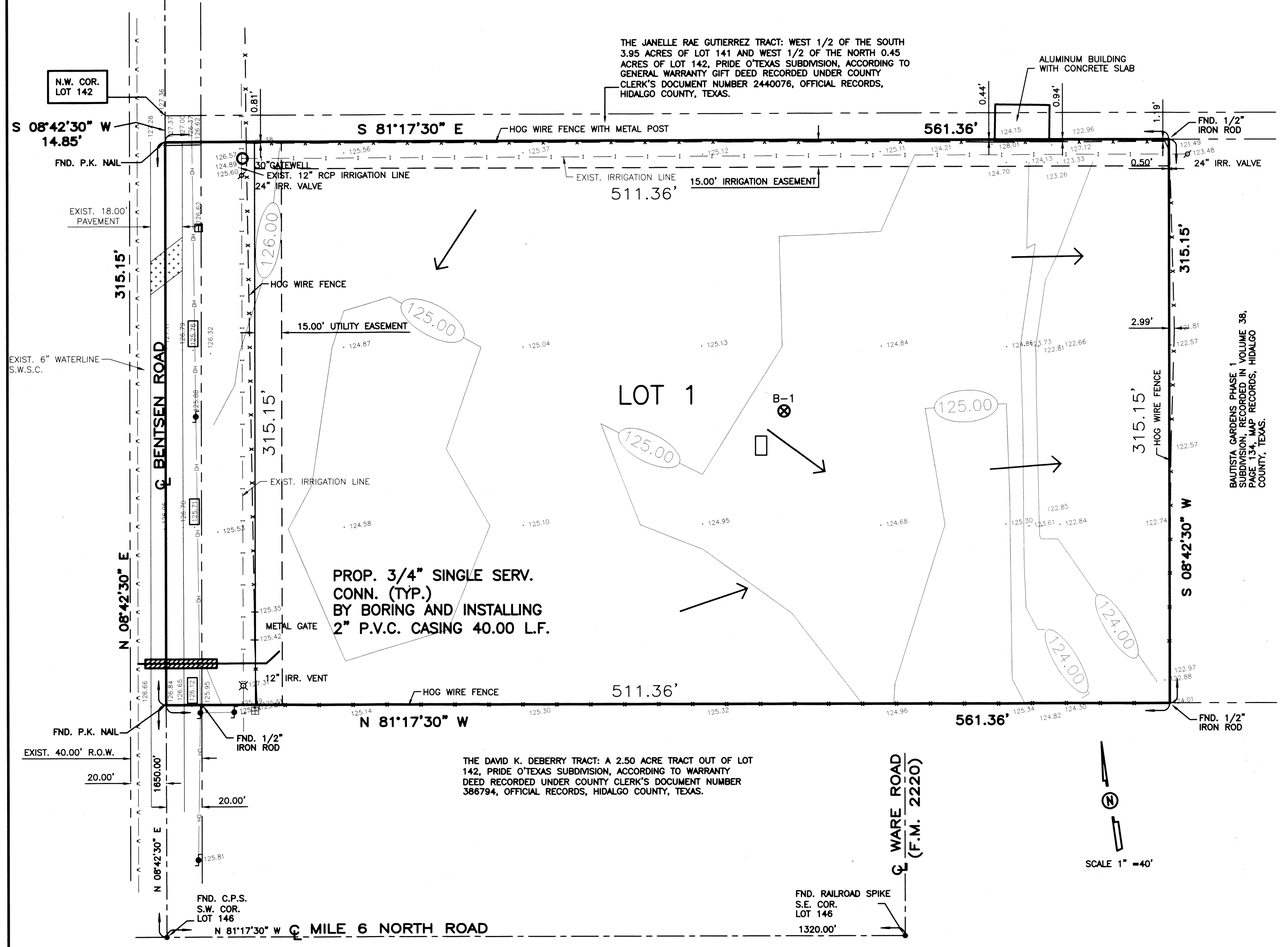
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
PHONE 956–381–6480
FAX 956–381–0527
office@qhaengineering.com

DATE OF PREPERATION: DECEMBER 9, 2014

SHEET NO. 1 OF 3 SHEETS

FILENAME : F:\DATA\SUBDIVS\McALLEN\RANCHO B2Z SUBDIVISION\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
DEC. 9, 2014	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY



WM WATER METER BOX
8" WATER SUPPLY LINE
SERVICE LINES

WM CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
OFFICE@QHAENGINEERING.COM

COST ESTIMATE
WATER DISTRIBUTION: $
SEPTIC TANKS (OSSF): $

B-1 ⊗ TEST BORINGS
SEPTIC TANK (OSSF)

← FLOW DIRECTION OF WATER

FINAL ENGINEERING REPORT FOR RANCHO B2Z SUBDIVISION
BY: ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs

RANCHO B2Z SUBDIVISION WILL PROVIDED WITH POTABLE WATER BY SHARYLAND WATER SUPPLY CORPORATION (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 ESTABLISHED 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 8" DIAMETER WATERLINE RUNNING ALONG THE WEST SIDE OF BENSTEN ROAD.

THE WATER SYSTEM FOR RANCHO B2Z SUBDIVISION CONSISTS OF ONE (1) 3/4" DIAMETER SINGLE SERVICES GOING TO THE METER BOX FOR THE LOT.

THE 3/4" DIAMETER SINGLE SERVICE AND THE METER BOXES HAVE BEEN INSTALLED AT A TOTAL COST OF $ FOR THE LOT. THE SUBDIVIDER IN ADDITION HAD PAID TO S.W.S.C. THE SUM OF $ WHICH COVERS THE $ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, MITS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS 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 FOR THAT LOT. THE ENTIRE WATER FACILITIES WILL BE 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 and Costs.

SEWAGE FROM RANCHO B2Z SUBDIVISION IS 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. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE EXIST SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE UNITED STATES DEPARTMENT OF AGRICULTURE, SOIL SURVEY BOOK OF HIDALGO COUNTY, TEXAS INDICATED A SANDY CLAY LOAM. ONE (1) TEST BORINGS WAS MADE AT THE CENTER OF LOT 128 (ADDITIONAL TEST BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA). THE SOIL IS A UNIFORM SANDY CLAY LOAM EXTENDING MORE THAN 24 INCHES BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24 INCHES OF THE BOTTOM OF THE PROPOSED EXCAVATIONS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON

CERTIFICATION:

FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS BOXES, COST A TOTAL OF $ FOR THE LOT.

SEWAGE FACILITIES– SEPTIC SYSTEMS ARE ESTIMATED TO COST $ FOR THE LOT (ALL INCLUDED), INCLUDING THE INSPECTION AND PERMIT FEE FOR EACH OSSF.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
P.E. No. 95534

1-26-15
FECHA

REPORTE FINAL DE INGENIERIA PARA RANCHO B2Z SUBDIVISION

POR: ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Costos.

LA SUBDIVISION RANCHO B2Z SUBDIVISION ES PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA SHARYLAND WATER SUPPLY CORPORATION. (S.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y S.W.S.C. SE HA COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. S.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. S.W.S.C. CUENTA CON UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE CORRE POR EL SUR DE MILE 22 ½ ROAD Y UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE CORRE POR EL LADO ESTE DE CALLE CIBOLO DRIVE.

EL SISTEMA DE AGUA PARA LA SUBDIVISION RANCHO B2Z SUBDIVISION CONSISTE DE UNA (1) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIAMETRO PARA EL LOTE.

LAS LINEAS DE SERVICIO DE 3/4 PULGADA DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA SERAN INSTALADOS A UN COSTO TOTAL DE US$ POR LOTE. EL DUEÑO DE LA SUBDIVISION A PAGADO ADICIONALMENTE A S.W.S.C. LA CANTIDAD DE US$, EL CUAL CUBRE EL COSTO DE US$ POR LOTE. 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 COMPAÑIA S.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Costos.

EL DRENAJE DE LA SUBDIVISION RANCHO B2Z SUBDIVISION TIENE FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL INGENIERO HA INSPECCIONADO, EVALUADO, Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS. EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION QUE SE PROPONE DEBE SER, AL MENOS DE ½ ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACIONES DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. SE REALIZARON UNO (1) PRUEBAS CON AGUJEROS EN AREAS DISTINTAS DE LA SUBDIVISION EL LOTE. (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES UNIFORME EN EL AREA DELIMITADA.) EL SUELO ES UNIFORME, DE BARRO ARENOSO, EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION. NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON US$, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL A UN COSTO TOTAL DE US$. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE .

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDMISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS).

CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA POTABLE SERAN INSTALLADO COMPLETAMENTE INCLUYENDO LA INSTALACION DE LOS CAJAS DE MEDIDORES DE AGUA, A UN COSTO TOTAL DE US$ POR EL LOTE.

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS (OSSF) COSTARAN US$ POR EL LOTE, INCLUYENDO EL COSTO DE LA INSPECCION Y EL COSTO DEL PERMISO DE CADA FOSA SEPTICA (OSSF).

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
P.E. No. 95534

1-26-15
FECHA

RANCHO B2Z SUBDIVISION

A 4.06 ACRE TRACT OF LAND OUT OF THE SOUTH 9.55 ACRES OF THE NORTH 10.00 ACRES OF LOT 142, PRIDE O'TEXAS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGES 58 AND 59, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2566939, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR: RANCHO B2Z SUBDIVISION
BY ALFONSO QUINTANILLA

Rancho B2Z Subdivision is a 4.06 acre tract of land out of the south 9.55 acres of the north 10.00 acres of Lot 142, Pride o' Texas Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 6, pages 58 and 59, map records, Hidalgo County, Texas, and according to warranty deed with vendor's lien recorded in County Clerk's Document Number 2566939, official records, Hidalgo County, Texas. This subdivision is located on the east side of Bentsen Road approximately 1,650 feet north of Mile 6 North Road. The proposed subdivision will consist of one residential lot.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0295 D, dated on June 6, 2000.

The soil is a mixture of fine sandy loam, sandy clay loam and clay loam. This soil is well drained. Permeability is generally moderate. Plasticity index has a range of NP-23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site runoff is in a southeasterly direction. The existing runoff for the proposed subdivision is Q= 1.75 cubic feet per second based on a 10-year storm.

After development the runoff will be Q = 6.88 cubic feet per second for an increase of Q= 5.13 cubic feet per second. Detention will be 11,308.00 cubic feet (0.26 acre feet) in accordance with the County's drainage requirements and will be obtained within the large green areas located on the property.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D (JUNE 6, 2000) IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE SWALES OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
P.E. No. 95534

1-26-15
DATE

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.– I (WE), , **REZA BADIOZZAMANI**, SUBDIVIDERS OF **RANCHO B2Z SUBDIVISION** HEREBY CERTIFY SEWER FEES, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND 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 TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

DATE

REZA BADIOZZAMANI
P.O. BOX 2724
MCALLEN, TX. 78502

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared REZA BADIOZZAMANI known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this day of , 20.

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: AT AM/PM
INSTRUMENT NUMBER
RECORDED IN VOLUME PAGE
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: DEPUTY

SHEET NO.	FILENAME: F:\DATA\SUBD.\400.00.\REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1\RPLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
2 OF 2	9-23-2014	M. GONZALEZ		

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 03-03-2015

PROPOSED **PEREZ ACRES** SUBDIVISION, PRECINCT No. **1** .

ENGINEER FIRM: **SALINAS ENGINEERING & ASSOC.** DEVELOPER: **JUAN A. PEREZ**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **322 ft East of Val Verde Rd, South side of Roosevelt Rd (Mile 12 ½ North)**

SUBDIVISION LIES WITHIN THE: ☒ ETJ of **Donna** and was approved by the P & Z and City Commission of said City.

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **11-20-14** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Lots will be graded to have a positive flow in direction to Roosevelt roadside ditch.**

ROAD R.O.W. DEDICATION: **No dedication required**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **01-22-15** By, **Roy Gonzalez** PCT. 1 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **01-20-15** By, **Elizardo Ramos, Environmental Health Division Manager**

SEWER SYSTEM: ☒ EXISTING OSSF ON EACH LOT

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **North side of Roosevelt Rd.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **01-19-15** : By **Martin Ramirez, Envirnmental Compliance Coordinator**

☒ **SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

STAFF RECOMMENDS:

☐ **Staff Recommending No Action**

☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments and the approval of the City of **Donna**.*

☐ **Final Approval** *subject to recommendations other departments*

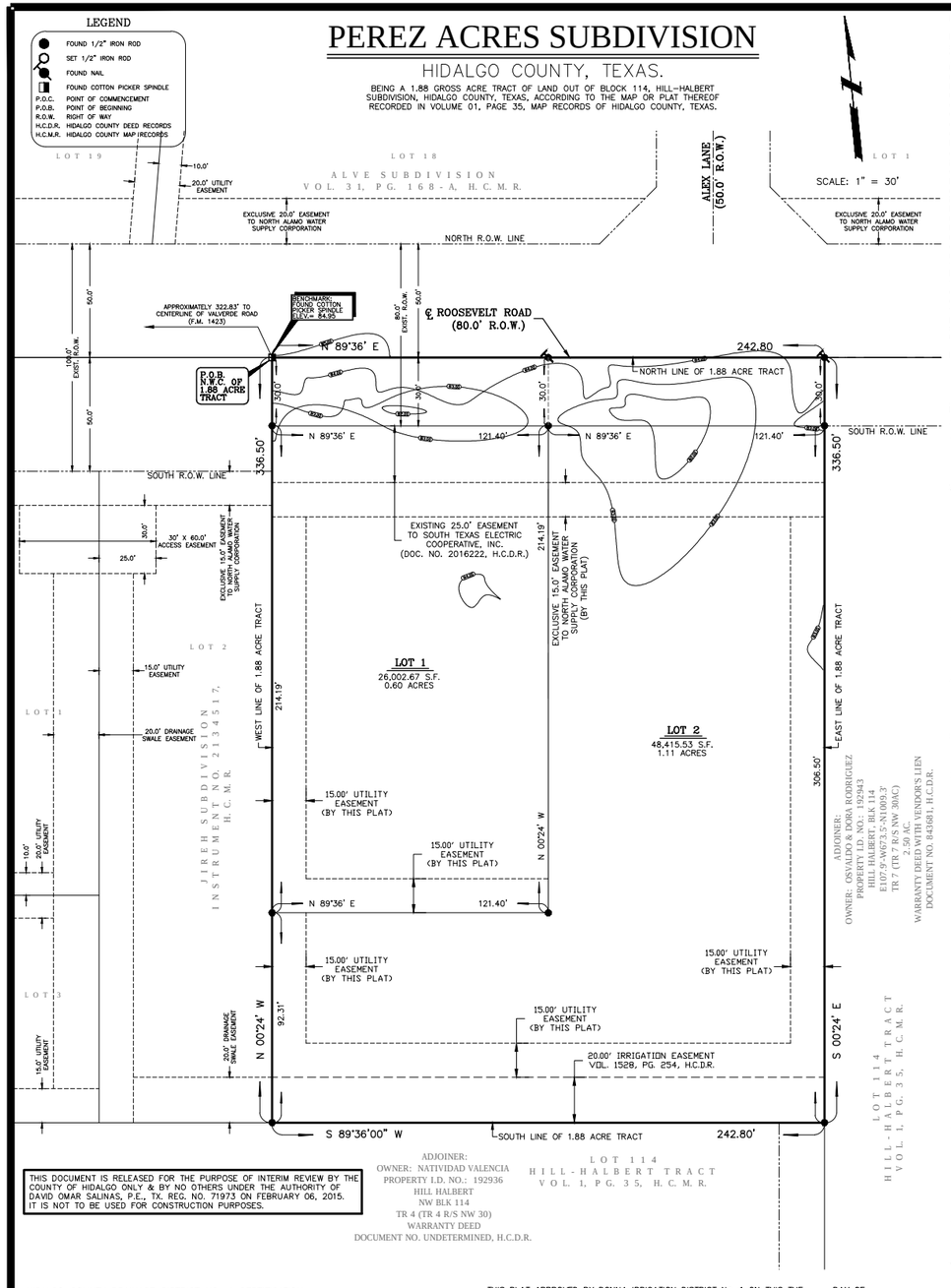
☐ **Final Approval** *with financial guarantee.*

* *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.*

PEREZ ACRES SUBDIVISION

HIDALGO COUNTY, TEXAS.

BEING A 1.88 GROSS ACRE TRACT OF LAND OUT OF BLOCK 114, HILL-HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 01, PAGE 35, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON FEBRUARY 06, 2015. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

DATE: _____

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT No. 1 ON THIS THE_____ DAY OF _____, 2_____.

ATTEST: _____ PRESIDENT

_____ SECRETARY

NOTE: THE IRRIGATION LINE AND VALVES ARE NOT PART OF THE DISTRICT'S FACILITIES AND WILL NOT BE MAINTAINED BY THE DISTRICT.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY, STATE, & ZIP CODE	PHONE	FAX
OWNER:	JUAN ANTONIO PEREZ	837 W. ROOSEVELT	DONNA, TEXAS, 78537	(956) 784-2386	NONE
OWNER:	ALICIA M. PEREZ	837 W. ROOSEVELT	DONNA, TEXAS, 78537	(956) 784-2386	NONE
OWNER:	ARNULFO BARAJAS	829 W. ROOSEVELT	DONNA, TEXAS, 78537	(956) 224-4242	NONE
OWNER:	ROSALVA T. BARAJAS	829 W. ROOSEVELT	DONNA, TEXAS, 78537	224-4242	NONE
ENGINEER:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed. In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement, together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following: The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this__day of 200___.

_____
DEVELOPER

GENERAL PLAT NOTES:

1. MINIMUM SETBACK LINES:
   FRONT .....50.00' OR GREATER FOR EASEMENTS.
   REAR.....15.00' OR GREATER FOR EASEMENTS.
   SIDE .....6.00' OR GREATER FOR EASEMENTS.

2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "C"
   ZONE "C": AREAS OF MINIMAL FLOODING. (NO SHADING)
   COMMUNITY PANEL NO.: 480334 0425 C.
   EFFECTIVE DATE: NOVEMBER 16, 1982.
   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NUMBER 480334 0425 C, EFFECTIVE DATE NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OR RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THRU 4127).

3. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 3,445.68 CUBIC-FEET OR 0.07 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON THIRD SHEET FOR DRAINAGE DETENTION.

5. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT, AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

6. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2 INCH WIDE BY 18 INCH LONG IRON RODS.

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. THE SEPTIC TANK SYSTEM SHALL BE APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO OCCUPANCY OF A LOT WITHIN THIS SUBDIVISION.

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 SEPERATE 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.

10. JUAN ANTONIO PEREZ AND WIFE, ALICIA M. PEREZ AND MARIA DE JESUS GALVAN, THE OWNERS & SUBDIVIDERS OF PEREZ ACRES SUBDIVISION, RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.

11. 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.

12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13. BENCHMARK NOTE:
    THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
    HIDALGO COUNTY B.M. NO. 20 – ELEV. 82.906. DATUM: NORTH AMERICAN DATUM 1983.
    DESCRIPTION: THE BENCHMARK IS A NO. 4 REBAR WITH 3 1/4 BRASS ALUMINUM ALLOY CAP ON TOP, LOCATED NORTH OF THE CENTERLINE OF ROOSEVELT ROAD AND EAST OF THE CENTERLINE OF F.M. 1423. APPROXIMATELY 3 FEET NORTHWEST OF A FIRE HYDRANT.
    LOCAL B.M. – ELEV. 84.95. DATUM: NORTH AMERICAN DATUM 1983.
    DESCRIPTION: THE BENCHMARK IS A FOUND COTTON PICKER SPINDLE, LOCATED AT THE NORTHWEST CORNER OF THIS SUBDIVISION ON THE CENTER OF ROOSEVELT ROAD.

14. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY THE UTILITY PROVIDER OCCUPYING AN EASEMENT.

15. 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.

16. OWNERS OF LOTS 1 AND 2 AGREE TO RELOCATE FENCE LINE ALONG ROOSEVELT ROAD (MILE 12 ½ ROAD) AT SUCH TIME THAT THE CITY, COUNTY, OR STATE WIDENS SAID ROAD. THE RELOCATION OF THE FENCE LINE AND WATER METERS SHALL BE ON OR OUTSIDE THE DEDICATED RIGHT OF WAY.

17. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.

18. ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON LOTS 1 & 2 MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.

STATE OF TEXAS
COUNTY OF HIDALGO

WE, JUAN ANTONIO PEREZ AND WIFE, ALICIA M. PEREZ, ARNULFO BARAJAS AND ROSALVA T. BARAJAS, AS OWNERS TO THE LAND SHOWN ON THIS PLAT DESIGNATED AS **PEREZ ACRES SUBDIVISION**, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC OR ENTITIES, ALL STREETS, WATER WAYS, WATER COURSES, ALLEYS, EASEMENTS, AND RIGHTS-OF-WAY HEREIN SHOWN FOR THE PURPOSE OF CONSIDERATION HEREIN EXPRESSED, AND, FURTHER, HEREBY CERTIFY THAT THE REQUIREMENTS OF SECTION 232.032 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 440, 2000 EDITION, HAVE BEEN MET AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SANITARY SEWER CONNECTIONS TO ALL LOTS OR SEPTIC TANKS MEET, OR WILL MEET, STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE AND IF PROVIDED AS AN ALTERNATE SOURCE OF ENERGY, PROVIDED TO EACH LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

OWNER: JUAN ANTONIO PEREZ
837 W. ROOSEVELT
DONNA, TEXAS 78537

OWNER: ALICIA M. PEREZ
837 W. ROOSEVELT
DONNA, TEXAS 78537

OWNER: ARNULFO BARAJAS
829 W. ROOSEVELT
DONNA, TEXAS 78537

OWNER: ROSALVA T. BARAJAS
829 W. ROOSEVELT
DONNA, TEXAS 78537

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED JUAN ANTONIO PEREZ AND ALICIA M. PEREZ, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY

OF _____, 2015.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES. _____

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED ARNULFO BARAJAS AND ROSALVA T. BARAJAS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY

OF _____, 2015.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES. _____

STATE OF TEXAS
CITY OF DONNA

THE PLAT OF **PEREZ ACRES SUBDIVISION** HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED THIS _____ DAY OF _____ 200___.

_____ _____
MAYOR DATE

STATE OF TEXAS
CITY OF DONNA

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
CHAIRPERSON, PLANNING AND ZONING COMMISSION DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF **PEREZ ACRES SUBDIVISION** , WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER'S COURT ON _____ 2015.

ATTEST:

_____ _____
HIDALGO COUNTY JUDGE DATE

_____ _____
HIDALGO COUNTY CLERK DATE

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

RECORDED IN VOLUME _____ PAGE _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF **PEREZ ACRES SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON

_____ , _____

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

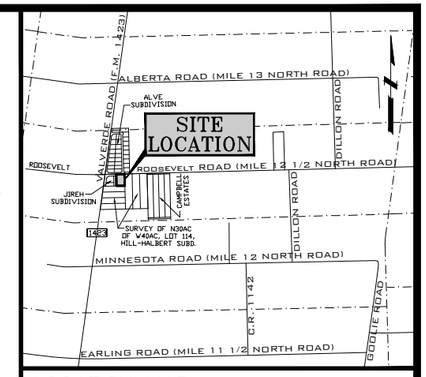
I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX. 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS **PEREZ ACRES SUBDIVISION,** AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE RIGHT) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

_____ _____
DAVID OMAR SALINAS, P.E. DATE
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID O. SALINAS, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____ _____
DAVID O. SALINAS, R.P.L.S. DATE
REG. PROFESSIONAL LAND SURVEYOR #5782



LOCATION MAP SCALE 1"=2000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVENUE – MCALLEN, TEXAS 78501
JOB NUMBER: SP-14-23298

DATE OF SURVEY: NOVEMBER 18, 2014
DATE PREPARED: FEBRUARY 06, 2015

PLAT SHEET 1 OF 2

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

PEREZ ACRES SUBDIVISION, IS LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF ROOSEVELT ROAD (MILE 12 ½ NORTH ROAD) AND VALVERDE ROAD. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,846). PEREZ ACRES SUBDIVISION, DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF DONNA, IT IS WITHIN THE TWO MILE EXTRATERRITORIAL JURISDICTION OF DONNA UNDER LOCAL GOVERNMENT CODE 42.021 AND IS LOCATED WITHIN PRECINCT NO. 1.

METES AND BOUNDS DESCRIPTION

BEING A 1.88 GROSS ACRE TRACT OF LAND OUT OF BLOCK 114, HILL-HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 01, PAGE 35, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 1.88 ACRE TRACT OF LAND IS MORE PARTICULARY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 60-D NAIL FOUND ON THE NORTHWEST CORNER OF SAID BLOCK 114 LOCATED AT THE INTERSECTION OF VALVERDE AND ROOSEVELT ROAD; THENCE, AS FOLLOWS:

NORTH 89 DEGREES 36 MINUTES EAST, COINCIDENT WITH THE NORTH LINE OF SAID BLOCK 114, A DISTANCE OF 322.83 FEET TO A SPINDLE FOUND ON THE NORTHWEST CORNER OF SAID 1.88 ACRE TRACT LOCATED IN THE CENTER OF SAID ROOSEVELT ROAD FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH 89 DEGREES 36 MINUTES EAST, CONTINUING COINCIDENT WITH THE NORTH LINE OF SAID BLOCK 114, A DISTANCE OF 242.80 FEET TO A 60-D NAIL FOUND ON THE NORTHEAST CORNER OF SAID 1.88 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 00 DEGREES 24 MINUTES EAST, AT A RIGHT ANGLE FROM THE PREVIOUS CALL, A DISTANCE OF 30.0 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID ROOSEVELT ROAD, AT A DISTANCE OF 336.50 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, SOUTH 89 DEGREES 36 MINUTES WEST, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID BLOCK 114, A DISTANCE OF 242.80 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 00 DEGREES 24 MINUTES WEST, AT A RIGHT ANGLE FROM THE PREVIOUS CALL, A DISTANCE OF 306.50 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID ROOSEVELT ROAD, AT A DISTANCE OF 336.50 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 1.88 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE NORTH 30.0 FEET (OR 0.17 ACRES, MORE OR LESS) ARE LOCATED WITHIN THE RIGHT-OF-WAY OF SAID ROOSEVELT ROAD, LEAVING 1.71 NET ACRES OF LAND, MORE OR LESS.

BASE BEARING: NORTH LINE OF SAID BLOCK 114.
N:\SUBDIVISIONPLATS\PEREZ.ACRES.SUB\1.88.111814

INDEX SHEET OF PEREZ ACRES SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES & BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION; AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; HIDALGO COUNTY HEALTH DEPT. CERTIFICATE OF APPROVAL; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER'S CERTIFICATE AND STATEMENT; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.

SEA
SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL – McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)

PEREZ ACRES SUBDIVISION

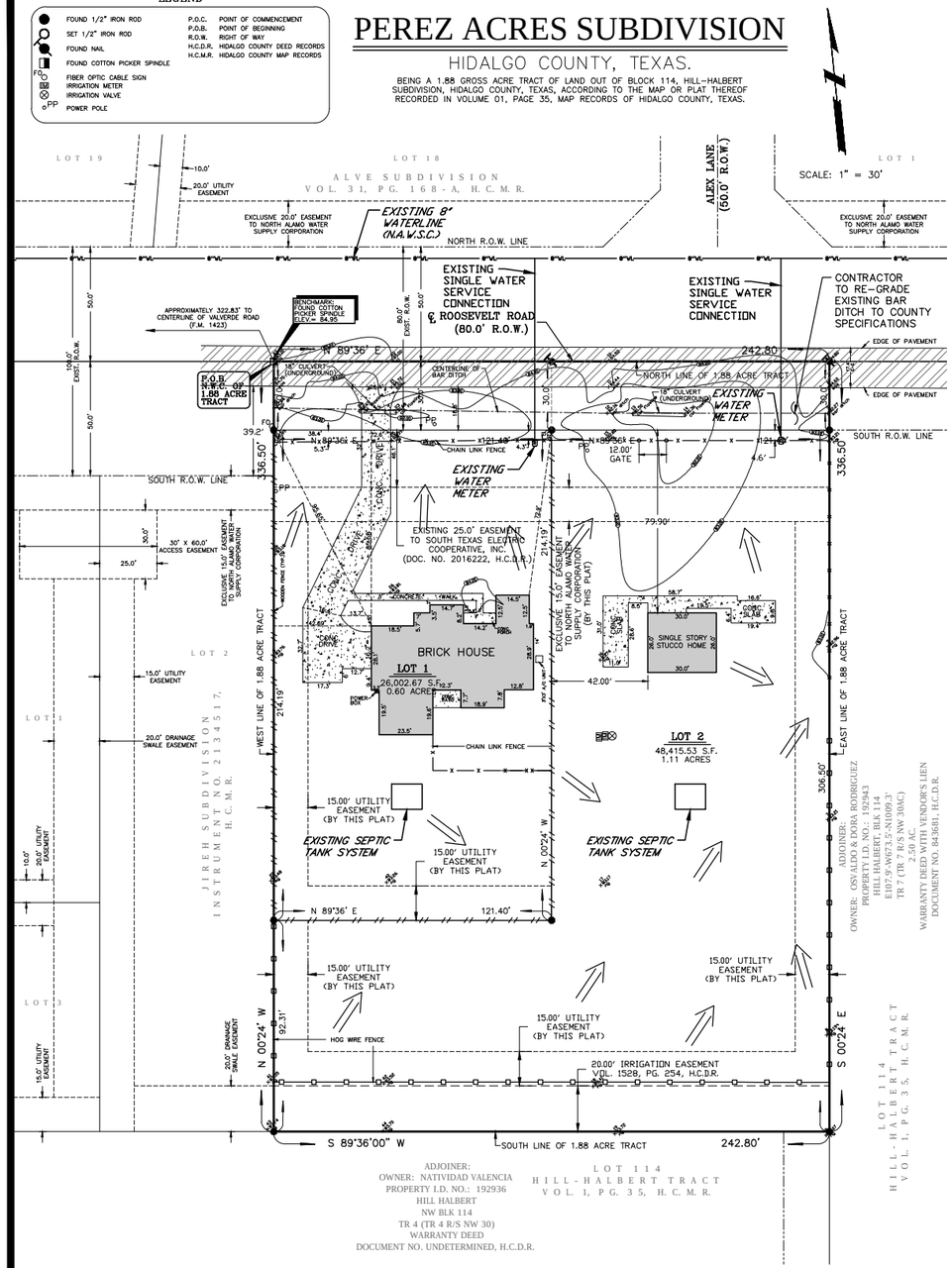
HIDALGO COUNTY, TEXAS.

BEING A 1.88 GROSS ACRE TRACT OF LAND OUT OF BLOCK 114, HILL-HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 01, PAGE 35, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD
- FOUND NAIL
- FOUND COTTON PICKER SPINDLE
- FIBER OPTIC CABLE SIGN
- IRRIGATION METER
- IRRIGATION VALVE
- POWER POLE

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT OF WAY
H.C.D.R. HIDALGO COUNTY DEED RECORDS
H.C.M.R. HIDALGO COUNTY MAP RECORDS



MAP OF WATER DISTRIBUTION, SANITARY SEWER COLLECTION, TOPOGRAPHY AND DRAINAGE

FINAL ENGINEERING REPORT FOR PEREZ ACRES SUBDIVISION:

BY DAVID O. SALINAS, P.E.

PEREZ ACRES 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 WATERLINE RUNNING EAST AND WEST ON THE NORTH SIDE OF ROOSEVELT ROAD. THERE IS AN EXISTING SINGLE WATER SERVICE CONNECTION FROM THE EXISTING 8" DIAMETER WATERLINE WHICH RUNS TO AN EXISTING WATER METER ON EACH PROPOSED LOT OF PEREZ ACRES SUBDIVISION. THEREFORE, THERE ARE NO PROPOSED WATER IMPROVEMENTS.

THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $XX,XXX.XX WHICH COVERS THE $X,XXX.XX COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METERS, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. THE SUBDIVIDER HAS NOT INSTALLED ANY FIRE HYDRANTS.

UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description, Costs, and Operability Date

SEWAGE FROM PEREZ ACRES 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 EXISTING SEPTIC TANKS ON EACH PROPOSED LOT AND SUBMITTED A REPORT CONCLUDING THAT THE SEPTIC TANKS ARE IN GOOD CONDITION AND ARE SUITABLE FOR CONTINUED USE. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT.

THEREFORE, THERE ARE NO PROPOSED SANITARY SEWER IMPROVEMENTS.

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 DISTRIBUTION SYSTEM AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES ARE FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS. THE SUBDIVIDER HAS PAID A TOTAL OF $XX,XXX.XX TO N.A.W.S.C. TO COVER THE COSTS OF METER INSTALLATION.

SEWAGE FACILITIES– SEPTIC SYSTEMS HAVE BEEN INSTALLED FOR THE ENTIRE SUBDIVISION.

_____ _____
DAVID O. SALINAS, P.E. 71973 — DATE

REPORTE FINAL DE INGENERIA PARA PEREZ ACRES SUBDIVISION:

BY DAVID O. SALINAS, P.E.

LA SUBDIVISION PEREZ ACRES SUBDIVISION SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA NORTH ALAMO (N.A.W.S.C.). EL DUENO DE LA SUBDIVISION Y LA COMPAÑIA N.A.W.S.C. HAN FIRMADO UN CONTRATO, EN EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. TENDRA QUE PRESENTAR DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE ESTE Y OESTE EN EL LADO NORTE DE LA CALLE ROOSEVELT ROAD. HAY UN SERVICIO SENCILLO EXISTENTE QUE SALE DE LA LINEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE HACIA EL MEDIDOR MECHANICO EXISTENTE EN CADA LOTE PROPUESTO DE LA SUBDIVISION PEREZ ACRES SUBDIVISION.

ENTONCES, NO HAY MEJORAS DE AGUA PROPUESTAS.

EL DUENO TAMBIEN LE HA PAGADO A N.A.W.S.C. LA CANTIDAD DE US$XX,XXX.XX QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE, O US$X,XXX.XX POR LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DE CADA MEDIDOR DE AGUA Y LOS GASTOS DE CONEXION. EL DUENO DE LA SUBDIVISION TAMBIEN NO HA INSTALADO BOCAS DE RIEGO (FIRE HYDRANT).

CUANDO EL DUENO DEL LOTE SOLICITE UN MEDIDOR, LA COMPANIA N.A.W.S.C. LO INSTALARA SIN COSTO ALGUNO AL DUEÑO. SE HAN APROBADO LAS INSTALACIONES DE AGUA ENTERAS Y ACEPTADO POR N.A.W.S.C. Y EL SISTEMA DE DISTRIBUCION DICHO ES OPERABLE DESDE LA FECHA DE LA REGISTRACION DEL PLAT.

DRENAJE: Descripcion, Gastos y Fecha de inicio para facilitar el drenaje para la subdivision

SE INSTALO 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 LOS EXISTENTES TANQUES SEPTICOS EN CADA SOLAR PROPUESTO DE LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE LOS TANQUES SEPTICOS ESTAN EN BUENA CONDICION Y SON ADECUADOS PARA USO CONTINUO, EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT).

ENTONCES, NO HAY MEJORAS DE DRENAJE SANITARIO PROPUESTAS.

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA ESTA INSTALADO Y COMPLETAMENTE CONSTRUIDO, CON LOS MEDIDORES MECANICOS DE AGUA. EL DUEÑO DE LA SUBDIVISION LE HA PAGADO UN TOTAL DE US$XX,XXX.XX A LA COMPAÑIA NORTH ALAMO W.S.C. PARA LA INSTALACION DE LOS MEDIDORES MECANICOS DE AGUA.

DRENAJE: FOSAS SEPTICAS HAN SIDO INSTALADAS PARA TODA LA SUBDIVISION.

_____ _____
DAVID O. SALINAS, P.E. 71973 — FECHA

David Omar Salinas, P.E., R.P.L.S.
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dsalinas.sea@sbcglobal.net

DRAINAGE REPORT
PEREZ ACRES SUBDIVISION
CITY OF DONNA EXTRATERRITORIAL JURISDICTION
HIDALGO COUNTY, TEXAS

NOVEMBER 18, 2014

Proposed Perez Acres Subdivision is a two residential lot consisting of 1.88 Gross (1.71 Net) Acres out of Block 114, Hill-Hebert Tract located approximately 450 feet east of Valverde Road along the south side of Roosevelt Drive. The subject property is owned by two different property owners – to the west side 0.88 Gross Acres and to the east side 1.20 Gross Acres. Both owners are coming together to plat both properties.

This 1.88 Gross acre tract is bound on the north side by Roosevelt Drive and is bound by another residential homesite to the east and a commercial business to the west. Other open un-developed lands are located south of this site with a 20.0 foot irrigation district comprising the south 20.0 feet of this 1.88 Gross acre tract. Roosevelt Drive is a county roadway sitting on a variable right-of-way and is improved with 24 feet of black top roadway improvements. Roosevelt Drive also has a bar ditch in front of this property.

Because this site is evenly sloped with almost not slope in either direction, it is essentially a flat site. An estimated average slope = 0.10 with no sudden changes in slope or ground directions. In addition, the existing homesteads on each of the two properties will continue as homesteads. The purpose for platting is so that the home on the 1.20 acre tract can be demolished and a new home built in the same location.

The site has some normal vegetation and some trees on each of the two properties. In addition to the homes, there are sidewalks and driveways unlike most residential construction. Roosevelt Drive has a bar ditch on both sides. The two driveways located on each of the two properties have driveway culverts to permit the passage of water from one side of the bar ditch to the other. Both culverts appear to be improved with 18" storm sewer pipe. Other than the bar ditches and culverts, there are no other storm sewer improvements – either private or public.

The lands occupied by the proposed site are located in part within Zone "C" according to the FIRM dated November 16, 1982 – Community Panel No. 480334 0425C. A review of Sheet 96 of the Soils Survey of Hidalgo County, Texas, reveals that the underlying conditions of the subject property consist of a Hidalgo sandy clay loam with slopes between 0 and 1 percent. These kinds of soils are well drained and surface runoff is slow. Permeabilities are moderate and the available water capacity is high.

Cross section elevations of the subject property reveal that drainage is via overland flow in a southerly direction away from Roosevelt Drive. However, natural ground grades are nearly flat with an average slope of < or equal to 0.10%over an average drainage run at approximately 306.50 feet over. During a heavy rainfall event – a saturated condition – drainage waters will in all likelihood pond on the site. Any waters from Roosevelt Drive will flow into the bar ditches and flow westerly toward Valverde Road.

In accordance with the drainage policies of the City of Donna and the County of Hidalgo, the subdivision shall be required to retain on-site the total volume of water created by the post-development of this property. Using an existing drainage coefficient of 0.20 and a future computed drainage coefficient of 0.35 (conservative), an average drainage run of 306.50 feet, an area of 1.71 net acres for the entire site at an average slope of 0.10%, it was computed that the ultimate improved condition would produce an additional volume of 3,445.68 Cubic Feet (or 0.07 Acre-Feet) of drainage waters. This is a volume of water less than ½ inch if spread out evenly over the entire 1.71 Net acre site. Based on the hydrograph, the subdivider is required to limit the amount off-site discharge from this 1.71 Net acre site to 1.09 CFS, the current drainage condition – Qex. Detention of the minimum 3,445.68 cubic feet of drainage waters shall accomplished within the existing green areas – no swales are needed as the proposed improved condition is the same as the existing condition.

No proposed additional roadway Improvements are being proposed for Roosevelt Drive although 20.0 feet of additional right-of-way to the south side of Valverde Drive are being dedicated by the plat.

November 18, 2014

CERTIFICATION

By my signature below, I certify that this subdivision lies in a Flood Zone "C" – Areas of minimal flooding (no shading), (Community-Panel No. 480334 0425 C – Map revised November 16, 1982)

_____ _____
David Omar Salinas, Registered Professional Engineer #71973 Registered Professional Land Surveyor #5782 — DATE

SUBDIVIDER CERTIFICATION:

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH THE MINIMUM STATE STANDARDS AND THAT (a). WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b). SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.– JUAN ANTONIO PEREZ AND WIFE, ALICIA M. PEREZ, SUBDIVIDERS OF PEREZ ACRES SUBDIVISION, HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____ _____
JUAN ANTONIO PEREZ — ALICIA M. PEREZ

_____ _____
ARNULFO BARAJAS — ROSALVA T. BARAJAS

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JUAN ANTONIO PEREZ AND ALICIA M. PEREZ, KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2015.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES. _____

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ARNULFO BARAJAS AND ROSALVA T. BARAJAS, KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED,

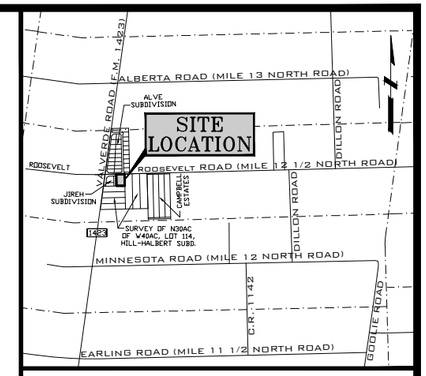
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2015.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES. _____

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON FEBRUARY 06, 2015. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.



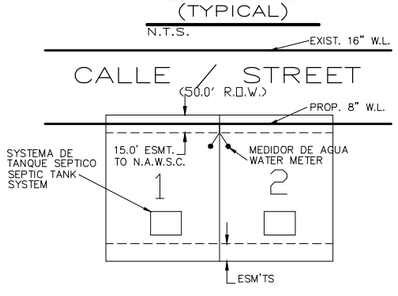
LOCATION MAP — SCALE 1"=2000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVENUE – MCALLEN, TEXAS 78501
JOB NUMBER: SP-14-23298
DATE OF SURVEY: NOVEMBER 18, 2014
DATE PREPARED: FEBRUARY 06, 2015

PLAT SHEET 2 OF 2

LOT DETAIL (TYPICAL)

N.T.S.



LEGEND

- ☐ = DENOTES PROPOSED SEPTIC AND DRAIN FIELD SYSTEM
- ⌐ = DENOTES PROPOSED WATER METER LOCATION

SEPTIC TANK – 2–500 GALLON SYSTEM
SOIL ABSORPTION FIELD – 190 SQ. FT.
THIS IS BASED ON A 3 BEDROOM STRUCTURE

LEYENDA

- ☐ = DENOTA PROPUESTO SEPTICO Y SITEMA DE CAMPO DE DESAGUE
- ⌐ = DENOTA MEDIDOR DE AGUA PROPUESTO

TANQUE SEPTICO – 2–500 SYSTEMA DE GALON
CAMPO ABSORPCION DE LA TIERRA– 190 SQ. FT.
ESTO SE BASE EN UNA ESTRUCTURA DE 3 DORMITORIOS.

COST ESTIMATE CHART

COST ESTIMATE	
PAVING IMPROVEMENTS:	$ N/A
DRAINAGE IMPROVEMENTS:	$ N/A
WATER DISTRIBUTION:	$ N/A
SANITARY SEWER IMPROVEMENTS/OSSF:	$ N/A
ESTIMACION DE COSTO	
PAVIMENTACION DE CALLES:	$ N/A
DRENAJE PLUVIAL:	$ N/A
SERVICIO DE AGUA POTABLE:	$ N/A
SERVICIO DE DRENAJE SANITARIO:	$ N/A

INDEX SHEET OF PEREZ ACRES SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES & BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION; AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; HIDALGO COUNTY HEALTH DEPT. CERTIFICATE OF APPROVAL; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER'S CERTIFICATE AND STATEMENT; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.

SEA
SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL – McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 03-03-2015

PROPOSED **MAGDALENA ESTATES** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **KK ENGINEERING** DEVELOPER: **KYNDEL BENNETT**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **64** ☒*SINGLE FAMILY ☐*MULTI-FAMILY ☐COMMERCIAL ☐INSTITUTIONAL

LOCATION DESCRIPTION: **Southeast corner of Tower Rd & Wisconsin Rd**

SUBDIVISION LIES WITHIN THE: ☒*The Rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **08-27-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Will be provided by storm drainage pipe system connecting to a proposed regional detention pond, discharging to the H.C.I.D. No. 2 drain ditch North of Wisconsin Rd.**

ROAD R.O.W. DEDICATION: **20 feet to Tower Rd and 20 feet to Wisconsin Rd**

H.C.R.O.W. FINAL APPROVAL DATE: **02-13-15** : By, **Joe Ochoa** PCT 4 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **02-12-15** 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: **02-12-15**

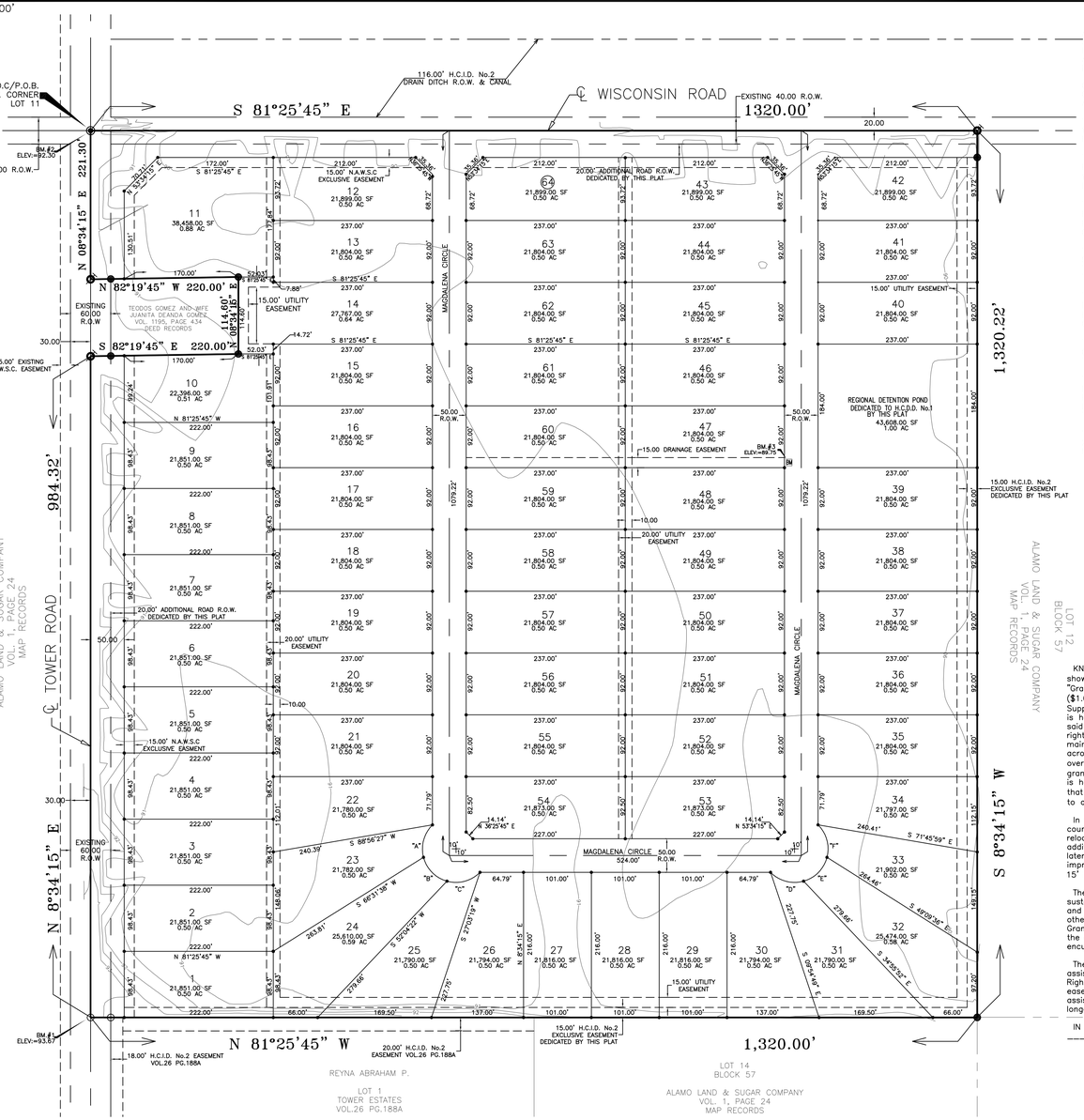
WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **12"** LOCATION: **West side of Tower Rd**

H.C.O.E.C. FINAL APPROVAL DATE: **02-06-15 .**: 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: **SEPTEMBER 30, 2014**

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.*



METES AND BOUNDS

A 39.42 ACRE TRACT OF LAND OUT OF LOT 11, BLOCK 57, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGE 24 MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 39.42 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE FOUND AT THE NORTHWEST CORNER OF LOT 11, BLOCK 57 FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE S 81°25'45" E, WITH THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 1,320.00 FEET TO A PK NAIL SET AT THE NORTHEAST CORNER OF SAID LOT 11 FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE S 08°34'15" W, WITH THE EAST LINE OF SAID LOT 11, AT 20.00 FEET PASS A ½" ROD SET AT THE SOUTH RIGHT OF WAY LINE OF WISCONSIN ROAD, AT 1,320.22 FEET IN ALL TO A ½" ROD SET AT THE SOUTHEAST CORNER OF SAID LOT 11 FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE N 81°25'45" W, WITH THE SOUTH LINE OF SAID LOT 11, AT 1,290.00 FEET PASS A ½" ROD FOUND AT THE EAST RIGHT OF WAY LINE OF TOWER ROAD, AT 1,320.00 FEET IN ALL TO A ½" ROD FOUND AT THE SOUTHWEST CORNER OF SAID LOT 11 FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE N 08°34'15" E, WITH THE WEST LINE OF SAID LOT 11, A DISTANCE OF 984.32 FEET TO A PK NAIL SET AT THE SOUTHWEST CORNER OF THE GOMEZ TRACT RECORDED IN VOLUME 1195 PAGE 434 DEED RECORDS FOR A CORNER OF THIS TRACT OF LAND;

THENCE S 82°19'45" E, WITH THE SOUTH LINE OF SAID GOMEZ TRACT, AT 30.00 FEET PASS A ½" ROD SET AT THE EAST RIGHT OF WAY LINE OF SAID TOWER ROAD, AT 220.00 FEET IN ALL TO A ½" ROD SET FOR THE SOUTHEAST CORNER OF SAID GOMEZ TRACT AND A CORNER OF THIS TRACT OF LAND;

THENCE N 08°34'15" E, WITH THE EAST LINE OF SAID GOMEZ TRACT, A DISTANCE OF 114.60 FEET TO A ½" ROD SET AT THE NORTHEAST CORNER OF SAID GOMEZ TRACT AND A CORNER OF THIS TRACT OF LAND;

THENCE N 82°19'45" W, WITH THE NORTH LINE OF SAID GOMEZ TRACT AT 190.00 FEET PASS A ½" ROD SET AT THE EAST RIGHT OF WAY LINE OF SAID TOWER ROAD, AT 220.00 FEET IN ALL TO A PK NAIL SET AT THE WEST LINE OF SAID LOT 11 FOR THE NORTHWEST CORNER OF SAID GOMEZ TRACT, AND A CORNER OF THIS TRACT OF LAND;

THENCE N 08°34'15" E, WITH THE WEST LINE OF SAID LOT 11, A DISTANCE OF 221.30 FEET TO THE POINT OF BEGINNING, CONTAINING 39.42 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and and lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 201___.

KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA ROAD, TX 78558

GENERAL SUBDIVISION PLAT NOTES

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE THE TOP OF THE STREET CURB WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS. 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 REQUIREDFOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. FLOOD ZONES STATEMENTS:

ZONE "C" AREAS OF MINIMUM FLOODING (NO SHADING)
COMMUNITY–PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT–OF–WAY ARE WITHIN THE 100–YEAR FLOOD PLAIN. COMMUNITY–PANEL NO. 480334 0425 EFFECTIVE DATE: NOVEMBER 16, 1982. 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).

3. SETBACKS:

FRONT:	25.00 FEET 50.00 FEET FRONTING TOWER RD 40.00 FEET IF FRONTING WISCONSIN RD
REAR:	15.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE:	15.00 FEET AND 20.00 FEET FOR LOT 11
GARAGE FRONT:	18.00 FEE
SIDE:	6.00 FEET OR EASEMENT WHICHEVER IS GREATER

4. NO MORE THAN ONE SINGLE–FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS NO COMMERCIAL USE SHALL BE ALLOWED FOR LOTS 13 THROUGH 41 AND LOTS 44 THROUGH 63. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5. CORNER MARKERS, CONSISTING OF A ONE–HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

-->B.M. NO. 1–ELEV. 93.67 (NAVD 1988) SOUTH WEST CORNER TOP OF R.O.D.

-->B.M. NO. 2–ELEV. 92.30 (NAVD 1988) NORTH WEST CORNER TOP OF C.P.S.

-->B.M. NO. 3–ELEV. 89.75 (NAVD 1988) TOP OF INLET BETWEEN LOTS 47 AND 48.

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 59,510.00 CUBIC–FEET (1.37 ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.3 FOR STORM SEWER IMPROVEMENTS.)

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. 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.

9. 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.

10. 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.

11. 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.

12 ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL 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.

13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

14. KYNDEL W. BENNETT , THE OWNER & SUBDIVIDER OF MAGDALENA ESTATES SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

15. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

16. LOTS 12, 42, 43, AND 64 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO WISCONSIN ROAD UNLESS UTILIZED FOR COMMERCIAL USE. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS AND MUST COMPLY WITH THE HIDALGO COUNTY PLANNING DEPARTMENT SITE PLAN REVIEW AS PER PLAT NOTE NO.11.

17. REGIONAL DRAINAGE FACILITY (RDF) FOR THIS DEVELOPMENT SHALL BE DEDICATED TO HCDD No. 1 AS SHOWN ON THE PLAT. CONSTRUCTION SHALL BE IN ACCORDANCE WITH COUNTY AND HCDD No. 1 SPECIFICATION. HCDD No. 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID RDF. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN THE RDF EASEMENT.

18. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.

PLAT OF MAGDALENA ESTATES SUBDIVISION

A. 39.42 ACRES OUT OF LOT 11, BLOCK 57 ALAMO LAND & SUGAR COMPANY VOLUME 1, PAGE 24, MAP RECORDS HIDALGO COUNTY, TEXAS

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: AUGUST, 2014

STATE OF TEXAS COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

MAGDALENA ESTATES, L.P., AS OWNER OF THE 39.42 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MAGDALENA ESTATES SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
OWNER: DATE
MAGDALENA ESTATES, L.P.
A TEXAS LIMITED PARTNERSHIP
BY: BENNETT FLORES INVESTMENTS, L.L.C.
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT. AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____ 201____.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES_____

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS, THE_____DAY OF_____ 201____.

NO IMPROVEMENTS OF ANY KIND(INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHT–OF–WAYS OR EASEMENTS.

_____ ATTEST_____
PRESIDENT SECRETARY

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE§ 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
BY: _____

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MAGDALENA ESTATES SUBDIVISION WAS REVIEWED AND APROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON,_____, _____.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, KAMBIZ S. KHADEMI A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE ___ DAY OF _____ 201__

_____
REGISTERED PROFESSIONAL ENGINEER

No.57767 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I, JOSE MARIO GONZALEZ, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION OF THE MAGDALENA ESTATES SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

DATED THIS THE _____ DAY OF _____ 201__

_____
REGISTERED PROFESSIONAL SURVEYOR

NO.5571 STATE OF TEXAS

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
A	52.51'	50.00	60°10'21"	S 24°03'27" W	50.13'
B	52.14'	50.00	59°45'11"	S 35°54'19" E	49.81'
C	53.42'	50.00	61°13'13"	N 83°36'29" E	50.92'
D	53.42''	50.00	61°13'13"	S 66°27'59" E	50.92'
E	52.14'	50.00	59°45'11"	N 53°02'49" E	49.81'
F	53.51'	50.00	60°10'21"	N 06°54'57" W	50.13'

LEGEND	
◉	C.P.S FOUND
⊘	PK NAIL SET
●	1/2" I.R. SET
○	1/2" IRON ROD FOUND

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE MAGDALENA ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

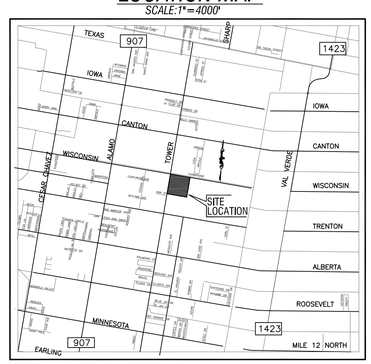
THE COUNTY OF HIDALGO TEXAS

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

LOCATION MAP

SCALE:1"=4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

MAGDALENA ESTATES IS LOCATED ON THE SOUTH EAST CORNER OF TOWER ROAD AND WISCONSIN ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100 – 2010 CENSUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF EDINBURG UNDER LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 4.

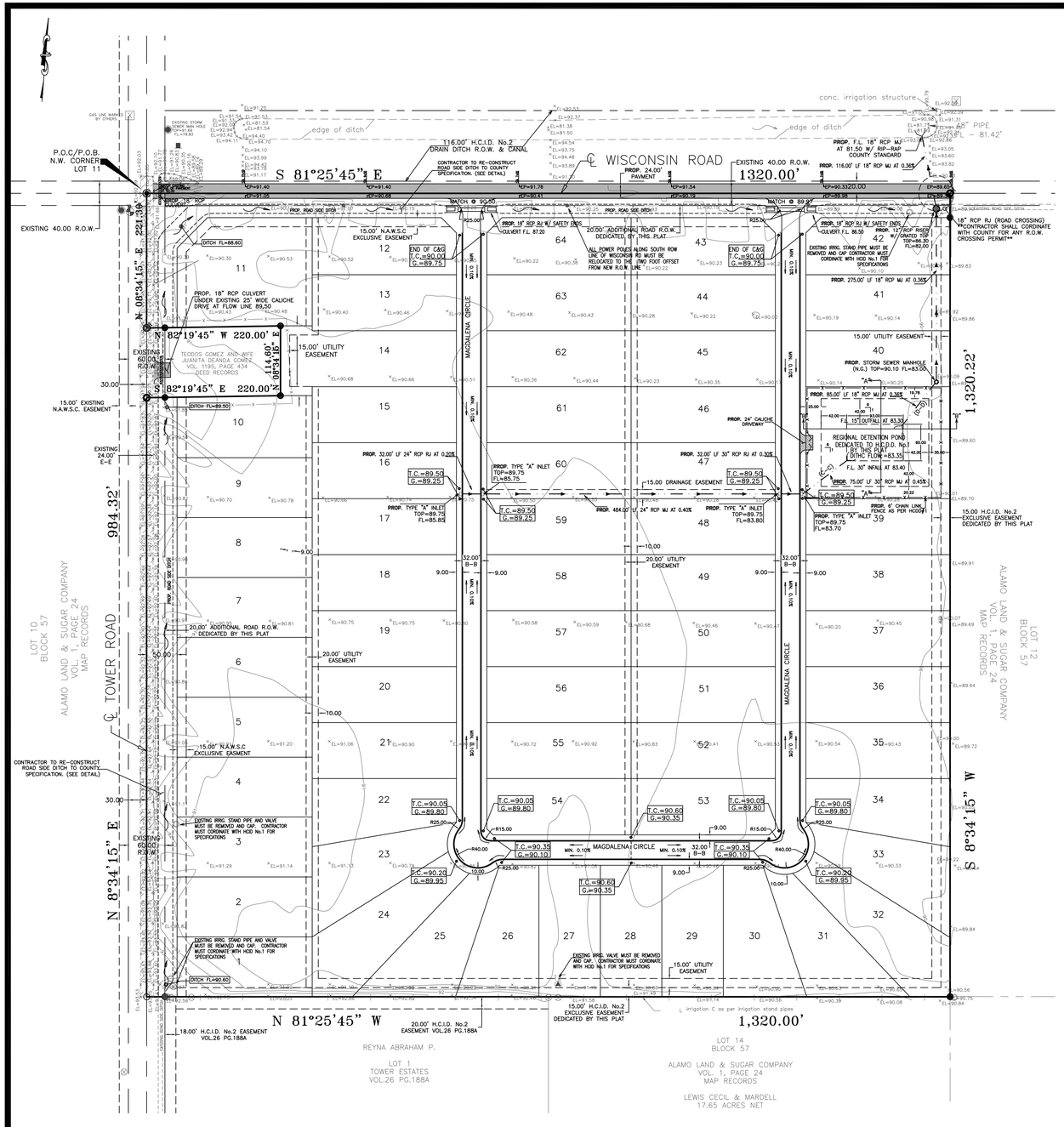
INDEX TO SHEETS OF MAGDALENA ESTATES SUBDIVISION	
SHEET 1	HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR' S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE 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. NO. 1 CERTIFICATION; HIDALGO COUNTY IRRIGATION DISTRICT No.2 AND HCHD. REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. WATER DISTRIBUTION AND OSSF MAP; TYPICAL WATER SERVICE CONNECTION
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.

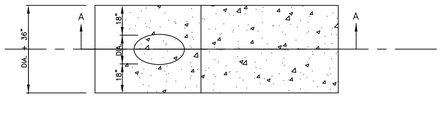
K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
410 E. DOVE (FIRM REGISTRATION #F–1334)
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630–2125 FAX (956) 630–2219

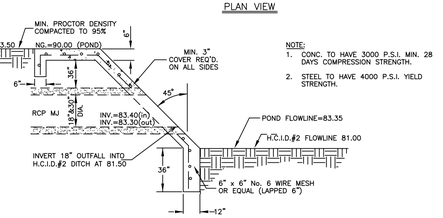
PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL W. BENNETT, BENNETT–FLORES INVESTMENTS, LLC.,	P.O. BOX 365	LA BLANCA 78558	(956) 464–4431	(956) 464–2597
ENGINEER:	KAMBIZ S. KHADEMI P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630–2125	(956) 630–2219
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM88	MONTE ALTO 78538	(956) 380–5154	(956) 380–5156

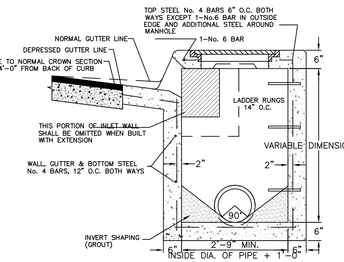
SHEET 1 OF 3



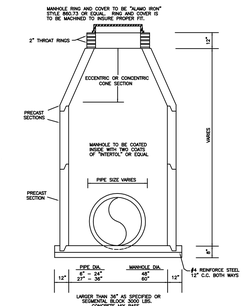




MAGDALENA ESTATES SUBD. DETENTION POND RIP-RAP
AS WELL AS STANDARD DITCH RIP-RAP DETAIL



CURB INLET
TYPE "A"



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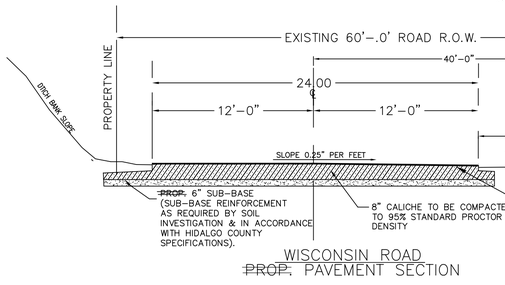
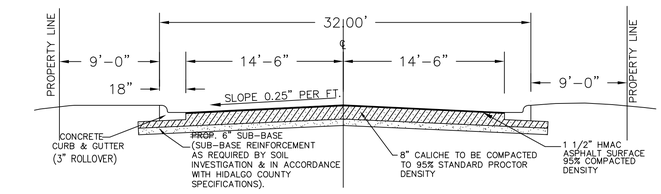
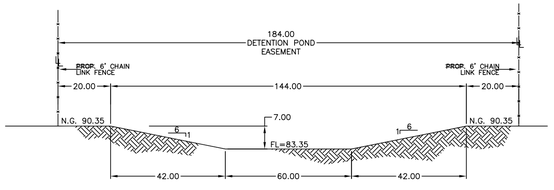
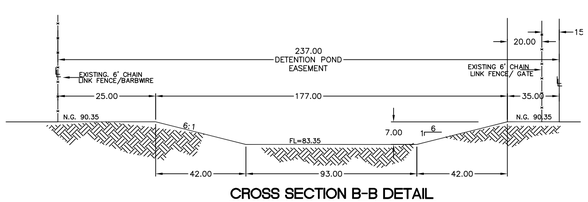


WISCONSIN ROAD
~~PROP.~~ PAVEMENT SECTION





CROSS SECTION A-A DETAIL
N.T.S.



CROSS SECTION B-B DETAIL
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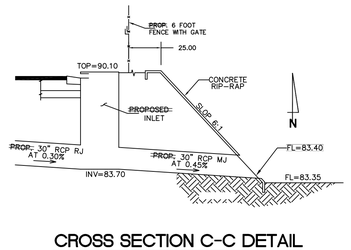

CROSS SECTION C-C DETAIL
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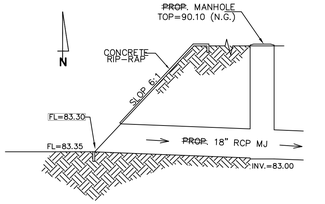


CROSS SECTION D-D DETAIL
N.T.S.

THE REFERENCED SUBDIVISION IS A 39.42-AC.TRACT OF LAND LOCATED ON THE SOUTH EAST CORNER OF WISCONSIN AND TOWER ROADS. THIS AREA IS IN THE 5 MILE ETJ OF CITY OF EDINBURG.

THE PROPOSED USE IS MOSTLY FOR SINGLE-FAMILY RESIDENTIAL LOTS (64). THE NATURAL DRAINAGE IN THE GENERAL AREA IS TO THE NORTH INTO THE EXISTING ROADSIDE DITCH RUNNING EAST OUT FALLING INTO THE EXISTING DRAINAGE DITCH (HCID #2). THE EXISTING RUNOFF FROM THE SITE FOR A 10-YEAR STORM IS 16.64 CUBIC FEET PER SECOND. (SEE TABLES I, IA, AND II).

THE PROPOSED DEVELOPMENT (DUE TO LARGE LOTS & SMALL HOMES) WILL VERY SLIGHTLY INCREASE RUNOFF WITHOUT DETENTION TO 20.79 CUBIC FEET PER SECOND BASED ON A 10-YEAR STORM. BASED ON THE COUNTY'S POLICY THAT THERE BE NO ADDITIONAL RUNOFF FROM A 10-YEAR STORM, A 59,510 CUBIC FEET (1.37 ACRE-FEET) OF DETENTION IS REQUIRED. A DETENTION POND WILL BE PROVIDED, DEDICATED TO THE COUNTY & SHOWN ON THE PLAT.

ADDITIONAL DRAINAGE IMPROVEMENTS ARE PROVIDED VIA STREET/GUTTER POSITIVE FLOW WITH CURB INLETS AND 24'/ 30" R.C.P. AS WELL AS AN 18" R.C.P. RESTRICTED OUTFALL CONNECTING TO THE EXISTING HCID#2 DRAINAGE DITCH, NORTH OF WISCONSIN ROAD.

FLOOR ELEV. (SEE PLAT NOTE) WILL BE SET ABOVE THE 100 YR. FLOOD. THIS SUBD. IS IN ZONE "C" FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO.480334 0425 C REVISED NOV. 16, 1982.

CERTIFICATION:

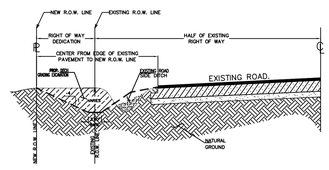
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION IS LOCATED IN ZONE "C" AREAS OF MINIMAL FLOODING (NO SHADING), COMMUNITY PANEL NO. 480334 0425 C REVISED NOVEMBER 6, 1982.

KAMBIZ S. KHADEMI
P.E. 5767

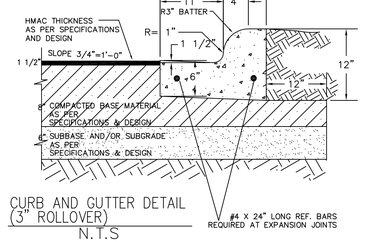
DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

AS BUILT



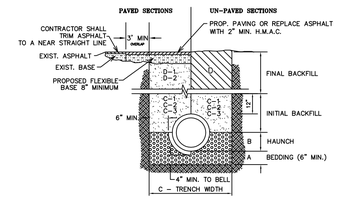
RECONSTRUCTION OF ROAD SIDE DITCH



CURB AND GUTTER DETAIL
(3" ROLLOVER)
N.T.S

#4 X 24" LONG REF. BARS REQUIRED AT EXPANSION JOINTS

STORM TRENCH BEDDING AND BACKFILL DETAILS
N.T.S



A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") – PIT RUN GRAVEL 3/4" MAX. SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. x 1.5 + 12".

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

D. FINAL BACKFILL – COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSITUTE.

NOTE: MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICAITONS.

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502
(956) 630-2125
FAX (956) 630-2219

BY	DATE	REVISION

DRAWING DATE: AUGUST, 2014
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1" = 100'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 AUGUST/2014
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

MAGDALENA ESTATES SUBDIVISION
HIDALGO COUNTY Pct. 4

EXISTING TOPO AND ~~PROPOSED~~ PAVING, STORM DRAINAGE AND DETENTION POND

MAGDALENA ESTATES, L.P.

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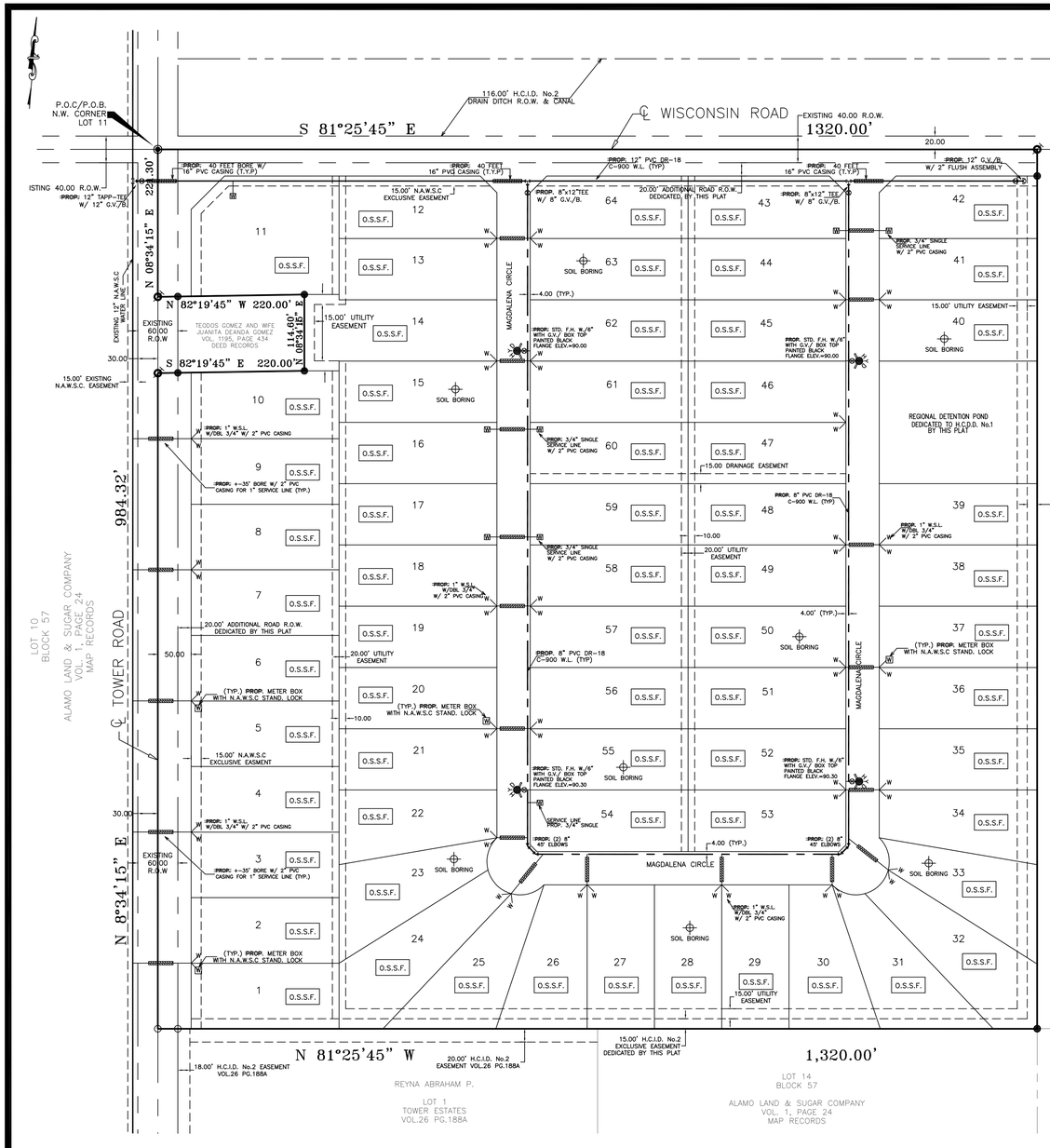
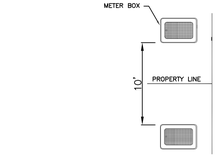
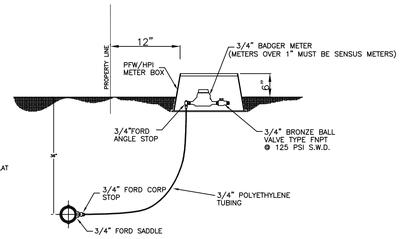
File Name: PAVING & DRAIANGE

SHEET 3 OF 3

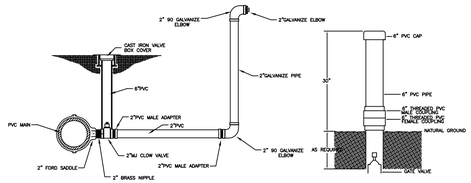


CONSTRUCTION COST ESTIMATE:	
1–WATER:	$128,848.00
2–OSSF:	$76,800.00
3–PAVING:	$256,120.50
4–DRAINAGES:	$87,271.00
TOTAL:	$549,039.50



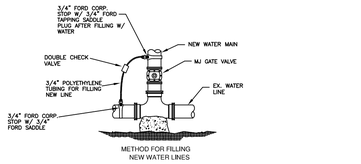


SHORT SERVICE CONNECTION

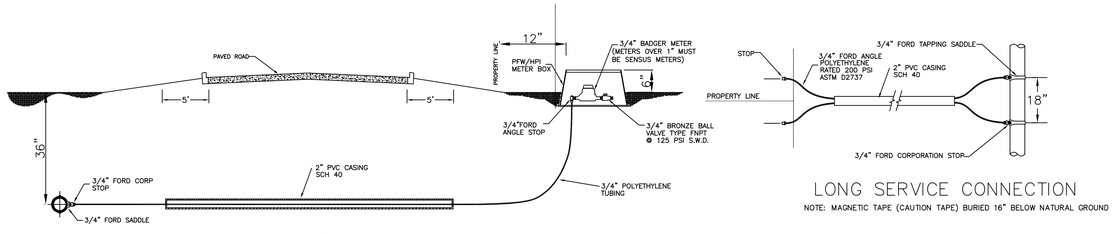


FLUSH VALVE ASSEMBLY

STANDARD VALVE MARKER



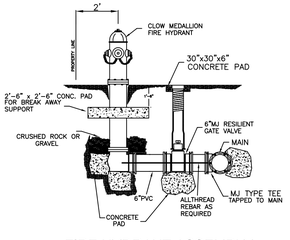
METHOD FOR FILLING NEW WATER LINES



NOTE: PVC ENCASEMENT SHOULD EXTEND THE MINIMUM OF 5' OF EDGE OF PAVEMENT ON BOTH SIDES OF ROAD

LONG SERVICE CONNECTION

NOTE: MAGNETIC TAPE (CAUTION TAPE) BURIED 16" BELOW NATURAL GROUND



FIRE HYDRANT ASSEMBLY

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
MAGDALENA ESTATES SUBDIVISION HAS BEEN 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 12" WATER LINE ALONG THE WEST R.O.W. LINE OF TOWER ROAD. FROM THESE PREVIOUS MENTIONED 12" WATER LINES WE HAVE INSTALLED ONE (1) 12" WATER RUNNING EAST INSIDE A 15 NAWSC EAEMENT SOUTH OF WISCONSIN ROAD THREE (3) NEW 8" WATER LINES RUNNING SOUTH ALONG THE NEW ROAD R.O.W. OF MAGDALENA CIRCLE ENDING WITH A 2" FLUSH ASSEMBLY ON THE NORTH EAST CORNER OF LOT 42.

WATER DISTRIBUTION FOR THE MAGDALENA ESTATES SUBDIVISION CONSISTS OF TWENTY EIGHT (28)–1" DIAMETER DUAL SERVICE LINES AND EIGHT (8) ¾" SINGLE SERVICE LINES.. THE 8" WATERLINES, THE DUAL SERVICE LINES, THE METER BOXES & LOCKS HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $111,048.00 OR $1,735.13 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $38,800.00, WHICH COVERS THE $606.25 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 4 FIRE HYDRANTS AT A UNIT COST OF $4,450.00 FOR A TOTAL COST OF $17,800.00. 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 MAGDALENA ESTATES 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 EACH LOT. JOSE A. GONZALEZ SITE EVALUATOR REG.# 122758, 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 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOUL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. TOTAL OF 8 BORES WERE DONE (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM CLASS III, EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST OF THE INSTALLATION OF THE SEPTIC SYSTEM ON AN INDIVIDUAL LOT WAS $1,200.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AND FINALIZED AT THIS TIME AT A TOTAL COST OF $76,800.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYSTEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $157,648.00 WHICH EQUALS TO $2,463.25 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 $76,800.00 FOR THE ENTIRE SUBDIVISION.

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

AS BUILT

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO
MAGDALENA ESTATES SUBDIVISION HA SIDO PROVEÍDA DE AGUA POTABLE POR NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C). El DUEÑO Y N.A.W.S.C. HAN HECHO UN CONTRATO EN CUAL N.A.W.S.C. HA PROMETIDO PROPORCIONAR SUFICIENTE AGUA A LA SUBDIVISIÓN DURANTE AL MENOS 30 AÑOS Y N.A.W.S.C. HA PROPORCIONADO LA DOCUMENTACIÓN PARA ESTABLECER SUFICIENTEMENTE LA CANTIDAD Y LA CALIDAD DE LOS ABASTECIMIENTOS DE AGUA DISPONIBLES PARA SERVIR EL DESARROLLO LLENO DE ESTA SUBDIVISIÓN. N.A.W.S.C. TIENE UNA LINEA DE 12" A LADO OESTE DE LA CALLE TOWER ROAD. DE ESTA MISMA LINEA PREVIAMENTE MENCIONADA, INTALAREMOS UNA (1) LINEA DE AGUA DE 12" CON DIRECCION ESTE DENTRO DE UN DERECHO DE PASO DEDICADO AL NAWSC Y TRES (3) LINEAS NUEVAS DE 8" CON DIRECCION AL LADO SUR EN LA NUEVA VILLA DE CALLE DEDICADADA POR ESTA SUBDIVISION MAGDALENA CIRCLE, TERMINANDO EN LA ESQUINA NORESTE DEL LOTE 42 CON UN ENSAMBLE DE BARBULA DE ESCAPE DE 2".

DISTRIBUCIÓN DE AGUA PARA MAGDALENA ESTATES SUBDIVISIÓN CONSISTE EN OCHO (8) LINEAS DE ¾" SERVICIO SENCILLO Y VEINTE Y OCHO (28) LINEAS DE 1" DIÁMETRO DE SERVICIO DUALES CUALES TERMINAN EN LAS CAJA DEL MEDIDOR CON CANDADOS DE CADA SOLAR. LAS LÍNEAS DE SERVICIO DUALES Y SENCILLAS DE ¾" Y LAS CAJAS DEL MEDIDOR HAN SIDO INSTALADAS A UN COSTO TOTAL DE $111,048.00 O $1,735.13 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.E.W.S.C. $38,800.00, DE ACUERDO AL CONTRATO DE LA CARTA DE 30 AÑOS LA CUAL CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $606.25. 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.E.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 4 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO INDIVIDUAL DE $4,450.00 A UN COSTO TOTAL DE $17,800.00. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN
SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A. GONZALEZ EVALUADOR DE SUELOS REG.# 12258 EH 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) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON 8 EXCAVACIONES DE EVALUACIÓN DE SUELO 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 SON $1,200.00 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 $76,800.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DEL SISTEMA DE FOSAS SEPTICAS.

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 $157,648.00 O $2,463.25 POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,200.00 POR SISTEMA A UN COSTO TOTAL DE $76,800.00 TODA LA SUBDIVISIÓN.

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

AS BUILT

SUBDIVIDER CERTIFICATION:

1.–BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a)WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b)SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.–I KYNDEL W. BENNETT SUBDIVIDER OF MAGDALENA ESTATES SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER:
MAGDALENA ESTATES, L.P.
A TEXAS LIMITED PARTNERSHIP
BY: KRJ RGV, L.L.C
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO MY BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS TIME _____ DAY OF _____, 20_____.

NOTARY PUBLIC
MY COMSTUART EXPIRES _____

BY	DATE	REVISION

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502
(956) 630–2125
FAX (956) 630–2219

DRAWING DATE: AUGUST, 2014
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

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ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

MAGDALENA ESTATES SUBDIVISION
HIDALGO COUNTY Pct. 4

EXISTING TOPO AND ~~PROPOSED~~ WATER IMPROVEMENTS (NAWSC) AND SEPTIC TANKS
MAGDALENA ESTATES, L.P.

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File Name: SEPTIC & WATER

SHEET 2 OF 3

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 03-03-2015

PROPOSED **LOS VIENTOS ESTATES No. 2** SUBDIVISION, PRECINCT No. **4**.

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **KATHRYN I. EAST**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **17** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **North side of Mile 22 ½ North Rd with the intersection of Val Verde Rd.**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **06-25-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Lots will be graded to have a positive flow in direction to Mile 22 ½ roadside ditch.**

ROAD R.O.W. DEDICATION: **27.5 feet on Mile 22 ½ North Road**

H.C.R.O.W. FINAL APPROVAL DATE: **12-22-14** : By, **Jesse Ozuna** PCT 4 R.O.W. AGENT

H.C.H.D FINAL APPROVAL DATE: **12-11-14** 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: **12-11-14**

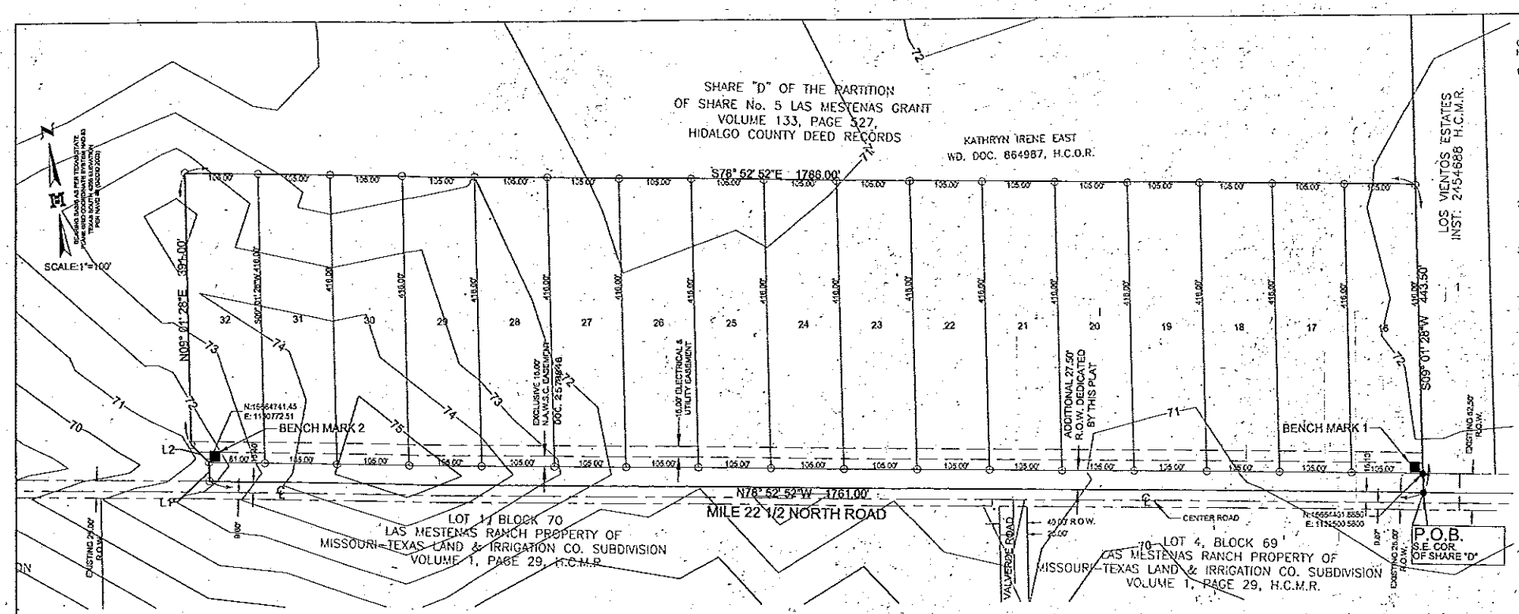
WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **North of Mile 22 ½ North Rd**

H.C.O.E.C. FINAL APPROVAL DATE: **12-16-14 .**: 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: **JULY 22, 2014**

STAFF RECOMMENDS:
☐ **Preliminary Approval with Variance Request** *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.*



SUBDIVISION MAP OF

LOS VIENTOS ESTATES PHASE 2

BEING 18.149 ACRES OUT OF
SHARE "D" OF THE PARTITION OF SHARE 5
OUT OF LAS MESTENAS GRANT
VOLUME 133, PAGES 522-527, H.C.D.R.
HIDALGO COUNTY, TEXAS

Lot Line Table		
Line #	Length	Direction
L1	27.52'	N09° 01' 28"E
L2	38.07'	N34° 55' 42"W

PROJECT LEGEND

- ● FOUND, No.4 REBAR
- ○ SET No.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
N.A.W.S.C. - NORTH ALAMO WATER SUPPLY CORPORATION
S.W. COR. - SOUTHWEST CORNER
P.O.B. - POINT OF BEGINNING
( ) - MAP CALL
{ } - DEED CALL

THERE ARE 17 LOTS IN THIS SUBDIVISION

INDEX TO SHEET OF LOS VIENTOS ESTATES PHASE 2

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; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE, H.C.O.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; NORTH ALAMO WATER SUPPLY CORPORATION CERTIFICATION.

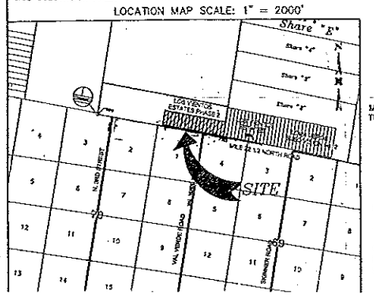
SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION), WATER DETAILS;

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE POND REVISION NOTES; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE POND, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LOS VIENTOS ESTATES PHASE 2 IS LOCATED IN THE EAST PART OF HIDALGO COUNTY ON THE NORTH SIDE OF MILE 22½ NORTH ROAD, AND THE INTERSECTION OF VAL VERDE ROAD AND MILE 22½ NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100), LOS VIENTOS ESTATES PHASE 2 LIES APPROXIMATELY 4.5 MILES FROM THE CITY LIMITS (AND IS NOT WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001.
THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

LOCATION MAP SCALE: 1" = 2000'



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) 487-5056
FAX: (956) 488-8591
E-MAIL: mail@meldenandhunt.com
ESTABLISHED 1947

DRAWN BY:	Cira	DATE: 12-11-14
SURVEYED, CHECKED by		DATE: 12-15-14
FINAL CHECK		DATE: 12-15-14

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	KATHRYN I. EAST 2112	UNIVERSITY DR, PMB703	EDINBURG, TX. 78539	(956) 287-8349	(956) 287-8359
ENGINEER:	FRED L. KURTH 115	McINTYRE ST.	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH 115	McINTYRE ST.	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

DESCRIPTION OF LOS VIENTOS ESTATES PHASE 2
METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 18.149 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING PART OR PORTION OUT-OF-SHARE-D-OF-THE-PORTITION-OF-SHARE-5- OUT-OF-LAS MESTENAS GRANT, SAID SHARE "D" SHOWN ON THE PLAT OF ORIGINAL SHARE NO. 5 LAS MESTENAS GRANT, RECORDED IN VOLUME 133, PAGE 522-527, HIDALGO COUNTY DEED RECORDS, WHICH SAID 18.149 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR FOUND, A NORTHING OF 16664374.702 AND AN EASTING OF 1132496.268, AT THE SOUTH-EAST CORNER OF SAID SHARE "D", FOR THE SOUTHEAST CORNER OF THIS TRACT;

1. THENCE, N 78° 52' 52" W ALONG THE SOUTH LINE OF SAID SHARE "D" AND THE NORTH RIGHT-OF-WAY OF MILE 22½ NORTH ROAD, A DISTANCE OF 1761.00 FEET TO A NO. 4 REBAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT;
2. THENCE, N 09° 01' 28" E, A DISTANCE OF 27.52 FEET TO A NO. 4 REBAR SET FOR THE HEREBY PROPOSED NORTH RIGHT-OF-WAY LINE OF MILE 22 ½ NORTH, FOR AN ANGLE POINT OF THIS TRACT;
3. THENCE, N 34° 55' 42" W, ALONG A CLIP A DISTANCE OF 38.00 FEET TO A NO. 4 REBAR SET FOR A CORNER CLIP OF THIS TRACT;
4. THENCE, N 09° 01' 28" E, A DISTANCE OF 1311.00 FEET TO A NO. 4 REBAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;
5. THENCE, S 78° 52' 52" E, A DISTANCE OF 1786.00 FEET TO A NO. 4 REBAR SET ON THE EAST LINE OF SAID SHARE "D" AND THE WEST LINE OF LOS VIENTOS ESTATES AS RECORDED IN (INSTRUMENT 2454888 H.C.M.R.) FOR THE NORTHEAST CORNER OF THIS TRACT;
6. THENCE, S 09° 01' 28" W ALONG THE EAST LINE OF SAID SHARE "D" AND AND THE WEST LINE OF SAID LOS VIENTOS ESTATES AT A DISTANCE OF 418.00 FEET PASS A NO. 4 REBAR FOUND FOR THE HEREBY PROPOSED NORTH RIGHT-OF-WAY LINE OF MILE 22 ½ NORTH, CONTINUING A TOTAL DISTANCE OF 443.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.149 ACRES OF LAND, MORE OR LESS.

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 WITH 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 COURT 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 1-16 20 15.

Kathryn I. East
(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 KATHRYN I. EAST KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 16 DAY OF January 20 15

Celestine Stewart
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 8-26-2017

CELESTINE STEWART
Notary Public
STATE OF TEXAS
My Comm. Exp. Aug. 26, 2017

GENERAL PLAT NOTES & RESTRICTIONS:
HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT: ZONE "X" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY-PANEL NO. 480334 0325 D MAP REVISED JUNE 6, 2000 REVISED TO REFLECT LOMR DATED 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 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: 50.00 FEET OR EASEMENT WHICHEVER IS GREATER.
REAR: 35.00 FEET OR EASEMENT WHICHEVER IS GREATER.
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER.
3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. 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. 71.50 N.G.V.D. 29 DESCRIPTIONS: MONUMENT SET IN CONCRETE ALONG THE NORTH R.O.W. OF MILE 22½ NORTH ROAD AT THE SOUTHEAST CORNER OF LOT 16 OF THIS SUBDIVISION. N:16664404.170, E:1132493.850.
---B.M. NO. 2-ELEV. 63.50 N.G.V.D. 29. DESCRIPTIONS: MONUMENT SET IN CONCRETE APPROXIMATELY 3 FEET SOUTH AND 3 FEET EAST FROM THE SOUTHEAST CORNER OF LOT 32 OF THIS SUBDIVISION. N:16664743.330, E: 1130778.630
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 16.189 CUBIC-FEET 0.372 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 STAGE 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, SEPTIC, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
10. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
11. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THIS UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
12. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION
13. KATHRYN I. EAST, THE OWNER & SUBDIVIDER OF LOS VIENTOS ESTATES PHASE 2, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
14. NO RECORDED EASEMENT WAS FOUND FOR GAS LINE.
15. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALLED DRIVEWAY CULVERT, REINFORCED CONCRETE PIPE OF ON LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, Kathryn I. East
AS OWNER OF THE 18.149 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOS VIENTOS ESTATES PHASE 2, 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.

Kathryn I. East 1-16-2015
KATHRYN I. EAST DATE:
2112 W. University Drive, PMB 703
Edinburg, Texas 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED Kathryn I. East PROVED TO ME THROUGH SHE 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 SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 16 DAY OF Jan. 2015.

Celestine Stewart
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 8-26-2017

CELESTINE STEWART
Notary Public
STATE OF TEXAS
My Comm. Exp. Aug. 26, 2017

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 LOS VIENTOS ESTATES PHASE 2 WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 8-10-11 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

Fred L. Kurth 1-20-15

FRED L. KURTH, PE # 54151 RPLS # 4750
DATE SURVEYED: 3-9-02 JOB No. 13087.00
DATE PREPARED: 9-16-13 02002.10
E-622 PG.13-37
MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS · REGISTERED · FRED L. KURTH · 54151 · LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS · REGISTERED · FRED L. KURTH · 4750 · PROFESSIONAL LAND SURVEYOR

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (a)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF LOS VIENTOS ESTATES PHASE 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY
COMMISSIONERS COURT ON _____ DAY OF _____, 20____.

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS VIENTOS ESTATES PHASE 2, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____ DAY OF _____, 20____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

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: _____

_____

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

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF

LOS VIENTOS ESTATES II

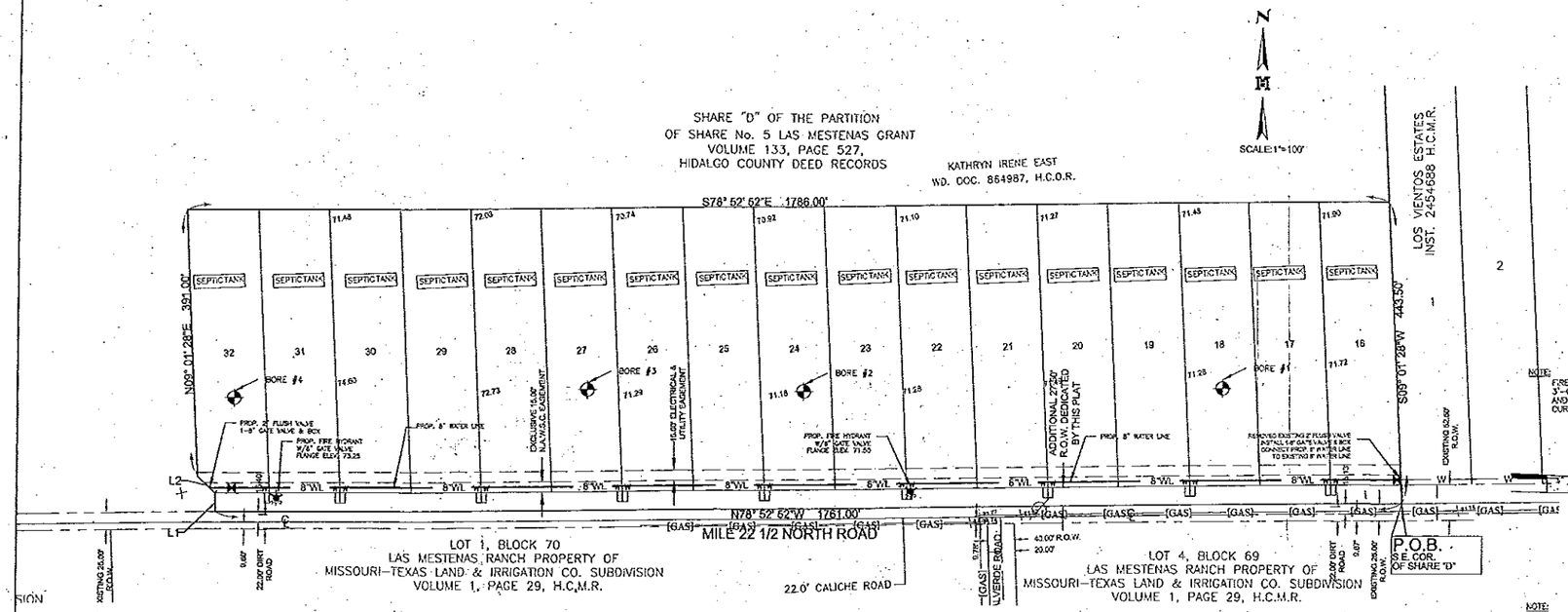
BEING 18.149 ACRES OUT OF
SHARE "D" OF THE PARTITION OF SHARE 5
OUT OF LAS MESTENAS GRANT
VOLUME 133, PAGES 522- 527, H.C.D.R.
HIDALGO COUNTY, TEXAS

COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 0.00
DRAINAGE IMPROVEMENTS:	$ 0.00
WATER DISTRIBUTION:	$ 38,284.00
SEPTIC TANKS	$ 19,465.00
IMPROVEMENTS / OSSF:	

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 0.00
DREAJE PLUVIAL:	$ 0.00
SERVICIO DE AGUA POTABLE:	$ 38,284.00
SERVICIO DE DRENAJE SANITARIO	$ 19,465.00

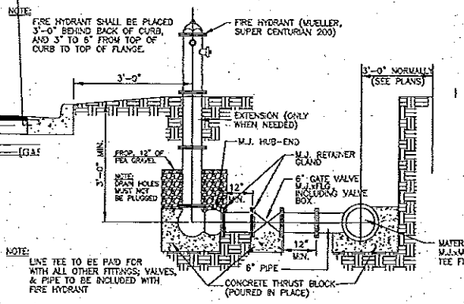


LEGEND
- SET REBAR
- FOUND REBAR
- PROPOSED DUAL WATER SERVICE
- PROPOSED SINGLE WATER SERVICE
- SEPTIC — PROPOSED SEPTIC TANK

TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

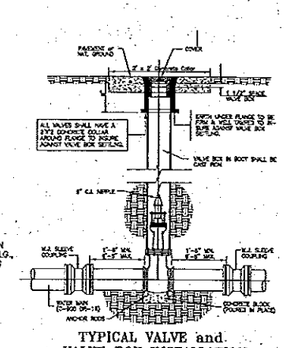
DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

LEYENDA
- VARILLA ASENTADA
- VARILLA ENCONTRADO
- SERVICIO DOBLE DE AGUA PROPUESTO
- SERVICIO INDIVIDUAL DE AGUA PROPUESTO
- SEPTIC — TANQUE SEPTICO

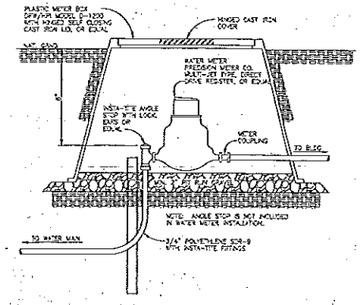


SECTION

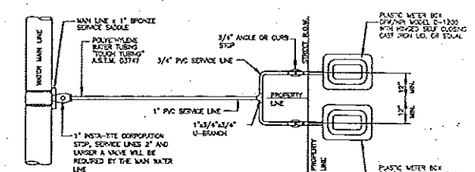
TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.



TYPICAL VALVE and VALVE BOX INSTALLATION
N.T.S.

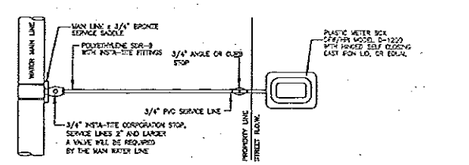


TYPICAL WATER METER INSTALLATION
N.T.S.

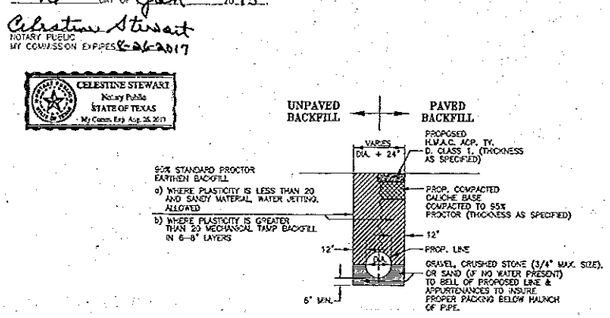


DUAL WATER SERVICE CONNECTION
N.T.S.

NOTE: IF UTILITY EASEMENT IS DESIGNATED 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.



SINGLE WATER SERVICE CONNECTION
N.T.S.



PIPE BEDDING DETAILS
N.T.S.

ENGINEERING REPORT FOR LOS VIENTOS ESTATES PHASE 2
BY: FRED L. KURTH
WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

LOS VIENTOS ESTATES PHASE 2 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. 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 WITHIN A N.A.W.S.C. EASEMENT ALONG THE NORTH SIDE OF THE MILE 22½ NORTH ROAD RIGHT-OF-WAY, ENDING ALONG THE SOUTHEAST CORNER OF LOT 1 OF LOS VIENTOS ESTATES INSTRUMENT 2454688 H.C.M.R. THE WATER SYSTEM FOR LOS VIENTOS ESTATES PHASE 2 CONSISTS OF A 8" DIAMETER WATER LINE THAT CONNECTS INTO THE EXISTING 8" LINE. THIS 8" WATER LINE THEN RUNS WEST WITHIN AN EXCLUSIVE 15.00' N.A.W.S.C. EASEMENT ALONG THE NORTH SIDE OF MILE 22½ NORTH ROAD APPROXIMATELY 1811.55 FEET ENDING WITH A 2"x FLUSH VALVE ALONG THE WEST BOUNDARY LINE OF THIS SUBDIVISION.

WATER DISTRIBUTION FOR THE LOS VIENTOS ESTATES PHASE 2 CONSISTS OF EIGHT -1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND ONE -¾" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $ 38,284.00, OR $ 2,252.00 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 44,574.20, WHICH COVERS THE $ 2,622.01 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 2 FIRE HYDRANTS AT A UNIT COST OF $ 3,250.00 FOR A TOTAL COST OF $ 6,500.00. 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 LOS VIENTOS ESTATES II 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 SITE EVALUATOR JOSE A. GONZALEZ REGISTRATION # 12238 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. FOUR SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT ACROSS THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM FINE SANDY LOAM & SANDY CLAY 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 1,145.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $19,465.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON 09-09-2014.

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 $ 49,530.00 WHICH EQUALS TO $ 3,302.00 PER LOT.

SEWAGE FACILITIES -- SEPTIC SYSTEM IS ESTIMATED TO COST $ 1,145.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 19,465.00 FOR THE ENTIRE SUBDIVISION.

Fred L. Kurth — 1-20-15
ENGINEER'S SIGNATURE — DATE

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

REPORTE DE INGENIERIA DE LOS VIENTOS ESTATES PHASE 2
POR: FRED L. KURTH
ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

LA SUBDIVISIÓN LOS VIENTOS ESTATES PHASE 2 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 LOS VIENTOS ESTATES PHASE 2 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA MILE 22½ NORTH ROAD LOCALIZADO EN EL LADO SUROESTE DE LOTE 1 DE LOS VIENTO ESTATES INSTRUMENT 2454688 H.C.M.R. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN LOS VIENTO ESTATES PHASE 2 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS, ESTA LÍNEA DE 8 PULGADAS CUAL SIGUE HACIA EL OESTE DENTRO DE UNA CONSIÓN EXCLUSIVO DE N.A.W.S.C. DE 15 PIES POR EL LADO NORTE DE LA CALLE MILE 22½ NORTH ROAD CORRIENDO APPROXIMAMENTE 1811.55 PIES TERMINANDO CON UNA VARVULA DE 2 PULGADAS EN LA LINEA DE PROPIEDAD DE ESTA SUBDIVISION.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN OCHO DOBLE-CONDUCTOS DE AGUA DE 1-PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE, Y UN CONDUCTOS INDIVIDUALES DE AGUA DE ¾ PULGADA DE DIÁMETRO PARA UN LOTE Y SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO. LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $38,284.00 O $ 2,252.00 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $44,574.20, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE $ 2,622.01. 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 TAMBIÉN HA INSTALADO 2 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 3,250.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $ 6,500.00. 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 RIEGO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARA UNA FOSA SEPTICA EN CADA SOLAR DE LOS VIENTOS ESTATES. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA 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 CUATRO 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 (FRANCO ARCILLOSO FINO Y FRANCOARENOSO FINO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $ 1,145.00 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 $ 19,465.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE (09-19-14).

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 OBSERVADO 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 $ 44,574.20 O $ 2,622.01 POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $ 1,145.00 A UN COSTO TOTAL DE $ 19,465.00 TODA LA SUBDIVISIÓN.

Fred L. Kurth — 1-20-15
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, KATHRYN I EAST SUBDIVIDER OF LOS VIENTOS ESTATES PHASE 2 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.

Kathryn I East
KATHRYN I EAST

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KATHRYN I EAST KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT SHE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

14 DAY OF Jan 20 15.

Celestine Stewart
NOTARY PUBLIC
MY COMMISSION EXPIRES 8-26-2017

CELESTINE STEWART
Notary Public
STATE OF TEXAS
My Comm. Exp. Aug. 26, 2017

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS

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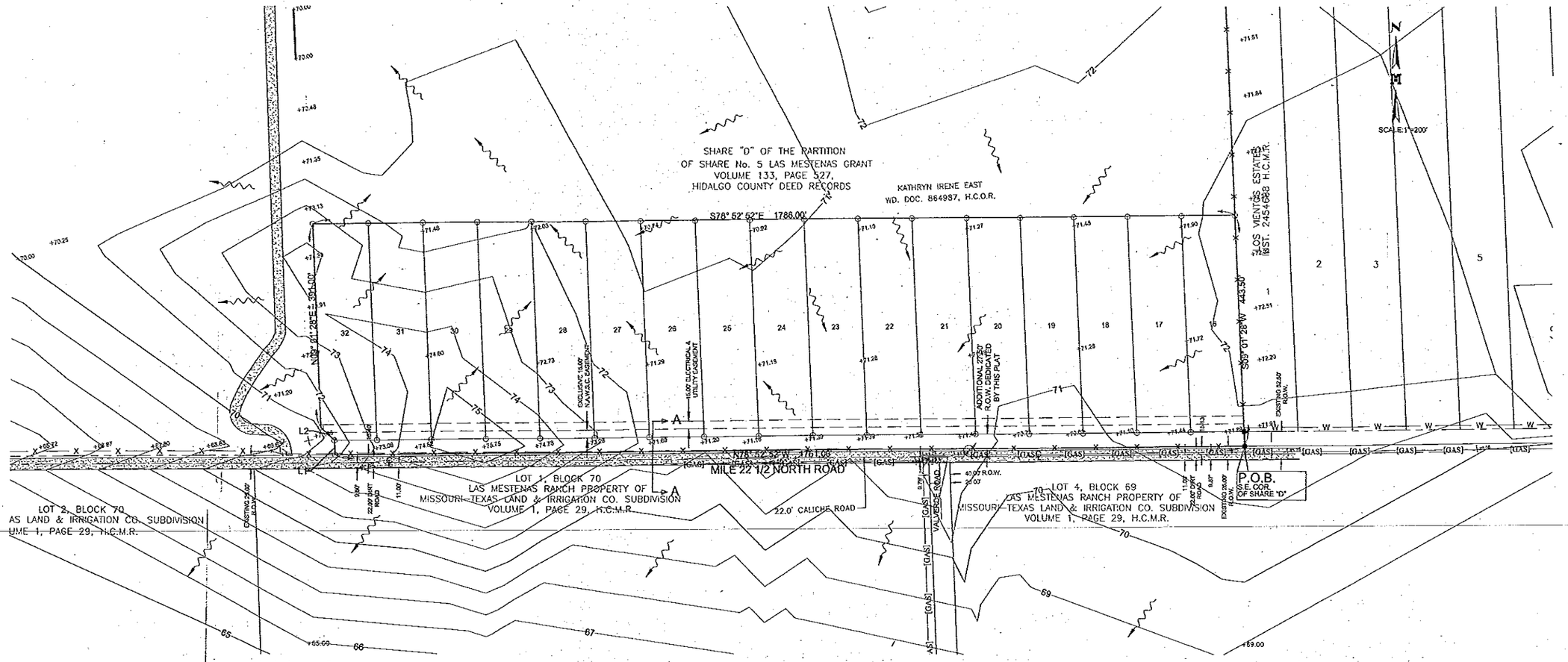

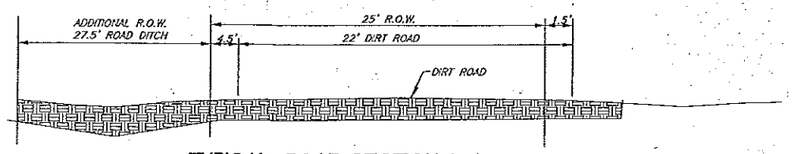

TYPICAL ROAD SECTION A-A
MILE 22 1/2 ROAD

MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

SUBDIVISION MAP OF

LOS VIENTOS ESTATES PHASE 2

BEING 18.149 ACRES OUT OF
SHARE "D" OF THE PARTITION OF SHARE 5
OUT OF LAS MESTENAS GRANT
VOLUME 133, PAGES 522-527, H.C.D.R.
HIDALGO COUNTY, TEXAS

DRAINAGE STATEMENT
LOS VIENTOS ESTATES PHASE 2

LOS VIENTOS ESTATES PHASE 2 IS AN 18.149-ACRE TRACT OF LAND OUT SHARE 5, OUT OF SHARE "D" OF THE LAS MESTENAS GRANT, HIDALGO COUNTY TEXAS AS RECORDED IN VOLUME 133, PAGE 527, HIDALGO COUNTY DEED RECORDS. THE PROPERTY IS BEING PROPOSED AS A 17-LOT RESIDENTIAL SUBDIVISION AND IS LOCATED ALONG THE NORTH SIDE OF THE INTERSECTION OF MILE 22 ½ NORTH AND SKANNER ROAD. THE PROPERTY IS CURRENTLY BRUSH AND IS LOCATED IN ZONE "X" UNSHADED IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0325 D, JUNE 6, 2000, MAP REVISED TO REFLECT LOMR DATE MAY 17, 2001. ZONE "X UNSHADED" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN."

THE SOILS ARE FINE SANDY LOAM AND RIO CLAY LOAM, WHICH ARE IN HYDROLOGIC GROUP "A", "B", "C" & "D" RESPECTIVELY. SOIL GROUP "A" IS PERVIOUS AND HAS A LOW PLASTICITY INDEX. SOIL GROUP "B" & "C" IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. SOIL GROUP "D" IS NOT VERY PERVIOUS AND HAS A HIGH PLASTICITY INDEX. (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS"). FOR THE PURPOSE OF THIS REPORT, WE WILL USE SOIL TYPE "B", THE MOST COMMON SOIL ON THE SITE.

EXISTING RUNOFF IS BY SURFACE FLOW IN AN EASTERLY DIRECTION AND HAS A RUNOFF OF 15.08 C.F.S. DURING THE 25-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE PROPOSED DRAINAGE FOR LOS VIENTOS ESTATES PHASE 2 SHALL CONSIST OF SURFACE RUNOFF FROM THE LOTS INTO THE EXISTING GREEN AREA, A ROADSIDE DITCH ALONG THE NORTH SIDE OF MILE 22 ½ NORTH AND EXISTING LOW AREA ON THE NORTH SIDE OF OVERALL SUBDIVISION. SEE ATTACHED "OVERALL MASTER DRAINAGE PLAN". ADDITIONAL RUNOFF SHALL FLOW EAST THEN SOUTH WITHIN THE EXISTING ROAD SIDE DITCHES. THE EXISTING ROAD SIDE DITCH SHALL BE GRADED PROPERLY TO CONTINUE SOUTH WITHIN EXISTING DRAINAGE DITCHES ULTIMATELY DISCHARGING INTO THE NORTH MAIN DRAIN.

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THE SUBDIVISION WILL NOT BE INCREASED DURING THE 25-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 16,159 CUBIC FEET OF DETENTION WILL BE PROVIDED IN THE GREEN AREA AND EXISTING LOW AREA WHICH FALLS WITHIN A FUTURE LOS VIENTOS ESTATES PHASES TOWARDS THE NORTHWEST OF THE OVERALL MASTER DRAINAGE PLAN SUBDIVISION. THE EXISTING LOW AREA, OWNED BY THE DEVELOPER, HOLDS APPROXIMATELY 386,000 CUBIC FEET OF DETENTION WHICH WILL BE USED AS RETENTION FOR THE OVERALL LOS VIENTOS MASTER PLAN.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, JUNE 6, 2000, MAP REVISED MAY 17, 2001 LOMR IS CONTAINED WITHIN THE LOW AREA TO THE NORTH OF THIS SUBDIVISION AS PER MASTER DRAINAGE PLAN.

FRED L. KURTH, PE # 54151 DATE: 1-20-15

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

MELDEN & HUNT, INC.
TEXAS REG.ST. F-1435

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HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 03-03-2015

PROPOSED **SUNFLOWER GARDENS** SUBDIVISION, PRECINCT No. **4 .**

ENGINEER: **MELDEN & HUNT INC** DEVELOPER: **SANTA CRUZ PROPERTIES, LTD**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **69** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **680 Ft North of Monte Cristo Rd (FM 1925) of the East Side of Sunflower Rd.**

SUBDIVISION LIES WITHIN THE: ☒ The Rural area of the County.

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **02-18-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X" & "X SHADED"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished by a storm drainage pipe system and a regional detention pond. From the detention pond, a 18" RCP will be connecting to an existing manhole located 900 feet west inside Rio Bravo Ranch No.2 storm drainage pipe system.**

ROAD R.O.W. DEDICATION: **10 feet on Sunflower Road**

H.C.R.O.W.APPROVED DATE: **02-04-15** : By, **Joe Ochoa** PCT 4 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **09-02-14** 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: **09-02-14**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **6"** LOCATION: **on Sunflower Road**

H.C.O.E.C. APPROVED DATE: **02-06-14 .**: 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 ADVISORY BOARD ON: **MAY 6, 2014**

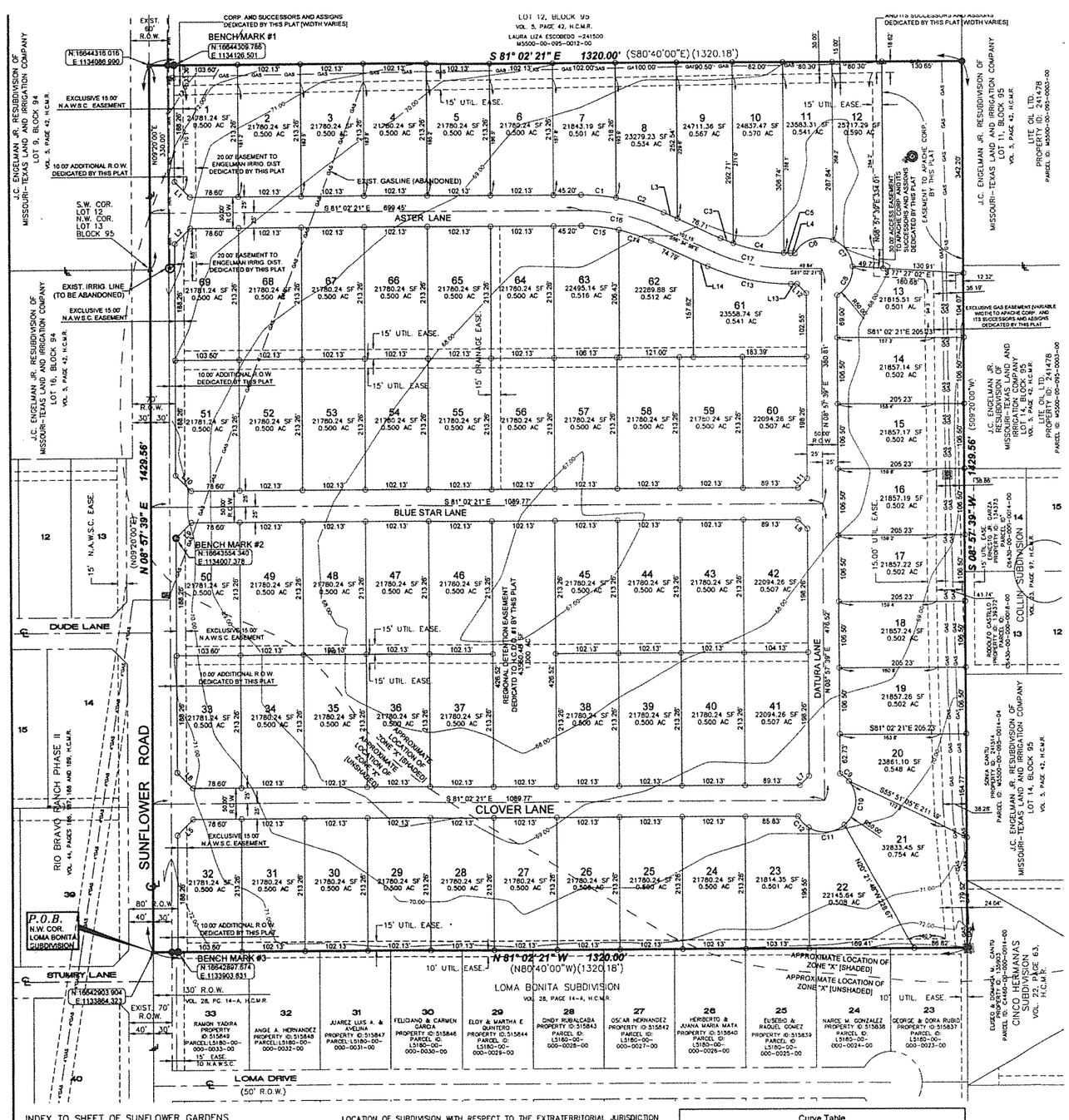
REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:$* **236,696.67** *For:* ☒ PAVING

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.*

SUNFLOWER GARDENS

A RESUBDIVISION OF 43.320 ACRES, BEING THE SOUTH 10.00 ACRES OF LOT 12, AND THE NORTH 33.320 ACRES OF LOT 13, BLOCK 95, OUT OF J.C. ENGELMAN, J.R. RESUBDIVISION OF MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, RECORDED IN VOLUME 5, PG. 42, H.C.M.R., HIDALGO COUNTY, TEXAS.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BENCH MARK #2
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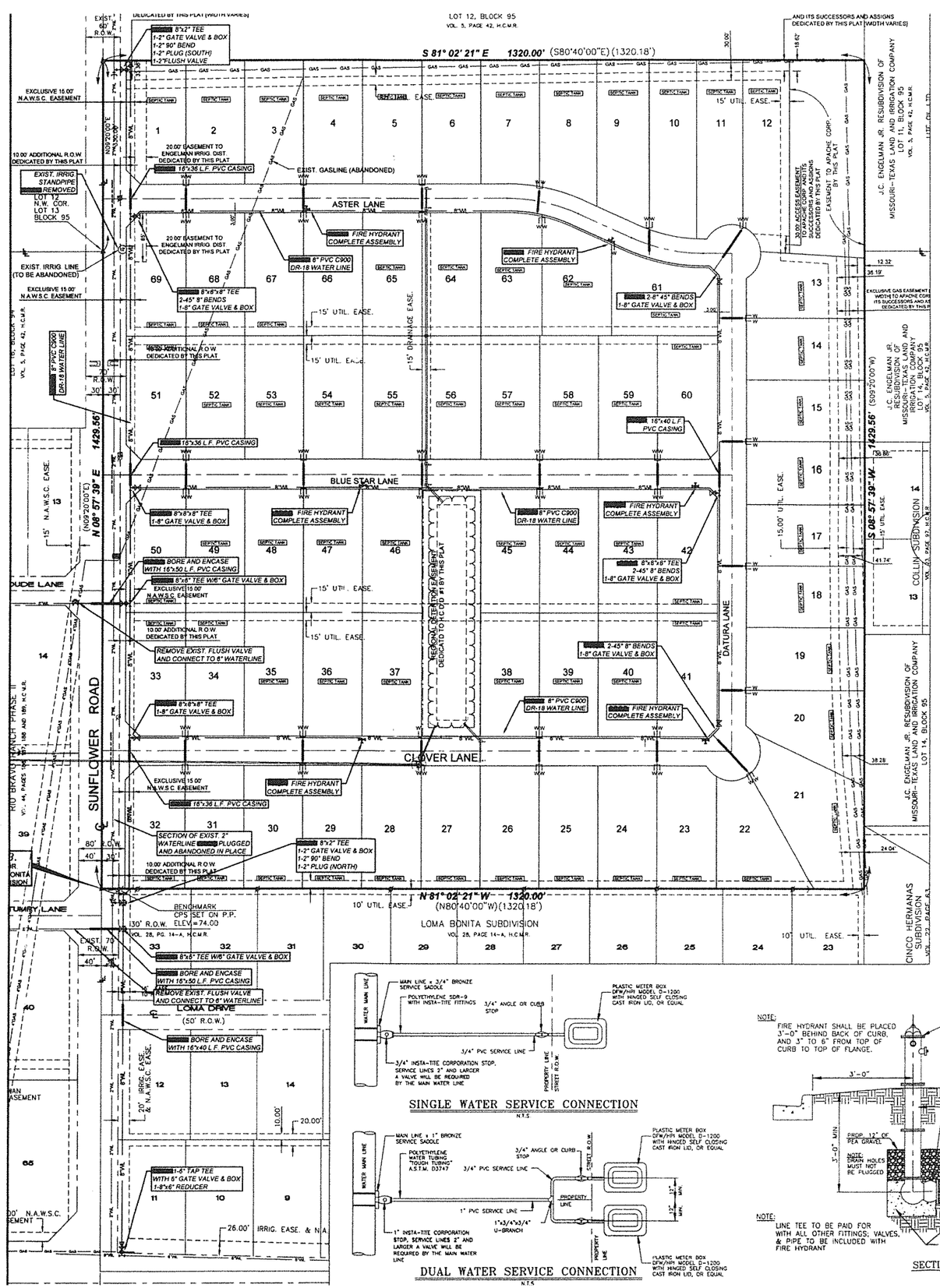
E:1134007.378
BENCH MARK #3
N:16642897.674
E:1133903.831
S 81° 02' 21" E 1320.00' (S80°40'00"E)(1320.18')
S 81° 02' 21" E 1089.77'
S 81° 02' 21" E 1429.56'
N 08° 57' 39" E 1429.56'
S 08° 57' 39" W 1429.56' (S09°20'00"W)
N 81° 02' 21" W 1320.00' (N80°40'00"W)(1320.18')
ASTER LANE
BLUE STAR LANE
DUDE LANE
DATURA LANE
CLOVER LANE
STUMBY LANE
LOMA DRIVE
SUNFLOWER ROAD
RIO BRAVO RANCH PHASE II
LOMA BONITA SUBDIVISION
CINCO HERMANAS SUBDIVISION
COLLINS SUBDIVISION
P.O.B. N.W. COR. LOMA BONITA SUBDIVISION
REGIONAL DETENTION EASEMENT DEDICATED TO HC ID #1 BY THIS PLAT 1.000 AC
APPROXIMATE LOCATION OF ZONE "X" [SHADED]
APPROXIMATE LOCATION OF ZONE "X" [UNSHADED]
LOCATION OF SUBDIVISION
EXISTING GAS EASEMENT (VARIABLE WIDTH) TO APACHE CORP. AND ITS SUCCESSORS AND ASSIGNS DEDICATED BY THIS PLAT
30.00' ACCESS EASEMENT TO APACHE CORP. AND ITS SUCCESSORS AND ASSIGNS DEDICATED BY THIS PLAT
EASEMENT TO APACHE CORP. BY THIS PLAT
EXIST. GASLINE (ABANDONED)
EXIST. IRRIG. LINE (TO BE ABANDONED)
EXCLUSIVE 15.00' N.A.W.S.C. EASEMENT
20.00' EASEMENT TO ENGELMAN IRRIG. DIST. DEDICATED BY THIS PLAT
10.00' ADDITIONAL R.O.W. DEDICATED BY THIS PLAT
15' UTIL. EASE.
15' DRAINAGE EASE.
S.W. COR. LOT 12, N.W. COR. LOT 13 BLOCK 95
J.C. ENGELMAN JR. RESUBDIVISION OF MISSOURI-TEXAS LAND AND IRRIGATION COMPANY LOT 9, BLOCK 94 VOL. 5, PAGE 42, H.C.M.R.
J.C. ENGELMAN JR. RESUBDIVISION OF MISSOURI-TEXAS LAND AND IRRIGATION COMPANY LOT 16, BLOCK 94 VOL. 5, PAGE 42, H.C.M.R.
J.C. ENGELMAN JR. RESUBDIVISION OF MISSOURI-TEXAS LAND AND IRRIGATION COMPANY LOT 11, BLOCK 95 VOL. 5, PAGE 42, H.C.M.R.
LOT 12, BLOCK 95 VOL. 5, PAGE 42, H.C.M.R. LAURA LIZA ESCOBEDO -241500 M3500-00-095-0012-00
LOT 13, BLOCK 95 VOL. 5, PAGE 42, H.C.M.R. LITE OIL LTD. PROPERTY ID: 241478 PARCEL ID: M3500-00-095-0003-00
EDGEL & DONALD M. CANTU PARCEL ID: C1450-00-000-0011-00
SONIA CANTU PROPERTY ID: 241514 PARCEL ID: M3500-00-095-0014-00
RODOLFO CASTILLO PARCEL ID: C1450-00-000-0010-00
N 08° 57' 39" E 1429.56'
N 08° 57' 39" W 1429.56'
S 08° 57' 39" W 1429.56'
S 55° 51' 55" E 211.16'
N 60° 21' 46" W 257.67'
S 77° 27' 02" E 130.91'
S 81° 02' 21" E 205.23'
N 08° 57' 39" E 380.81'
S 81° 02' 21" E 206.23'
S 81° 02' 21" E 1089.77'
N 08° 57' 39" E 476.52'
S 81° 02' 21" E 206.23'
S 81° 02' 21" E 1089.77'
N 08° 57' 39" E 1429.56



SINGLE WATER SERVICE CONNECTION
N.T.S.

DUAL WATER SERVICE CONNECTION
N.T.S.

BY: FRED L. KURTH

WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

SUNFLOWER GARDENS 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. 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 6" DIAMETER WATER LINE WITHIN RIO BRAVO RANCH PHASE I RUNNING WITHIN AND ALONG THE SOUTH SIDE OF STUMPY LANE RIGHT-OF-WAY AND CONNECTING TO A 4" DIAMETER WATER LINE RUNNING WITHIN AND ALONG THE WEST SIDE OF SUNFLOWER ROAD. THE WATER SYSTEM FOR SUNFLOWER GARDENS CONSISTS OF AN 8" DIAMETER WATER LINE THAT CONNECTS INTO SAID EXISTING 6" WATERLINE. THIS 8" WATER LINE THEN RUNS NORTH WITHIN A 15' N.A.W.S.C. EASEMENT ALONG THE EAST SIDE OF SUNFLOWER ROAD APPROXIMATELY 1430 FEET ENDING WITH A 2" FLUSH VALVE ALONG THE NORTH BOUNDARY LINE OF THIS SUBDIVISION. THREE-8" DIAMETER WATERLINES SHALL EXTEND EAST FROM THE 8" WATERLINE WITHIN AND ALONG THE FOUR STREETS OF SUNFLOWER GARDENS.

WATER DISTRIBUTION FOR SUNFLOWER GARDENS CONSISTS OF THIRTY THREE-1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SERVICE LINES AND THREE-3/4" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND 3/4" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ 179,915.00 OR $ 2,607.46 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 55,975.00, WHICH COVERS THE $ 811.23 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 SIX FILLING STATIONS (HYDRANTS) AT A UNIT COST OF $ 3,325.00 FOR A TOTAL COST OF $ 19,950.00. 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 SUNFLOWER GARDENS 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 SITE EVALUATOR JOSE A. GONZALEZ REGISTRATION # 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 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 DISTRIBUTION OF FINE SANDY LOAM & SANDY CLAY LOAM SOIL FOR THE AREA. SIX SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, ACROSS THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM FINE SANDY LOAM & SANDY CLAY 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 $ 1,200.00 INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF
$ 82,800.00 THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON SEPT. 02, 2014

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 $ 235,890.00 WHICH EQUALS TO $ 3,418.70 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $ 1,200.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF
$ 82,800.00 FOR THE ENTIRE SUBDIVISION.

Fred L Kurth 2-3-15
ENGINEER'S SIGNATURE DATE

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. I, RICHARD RUPPERT SUBDIVIDER OF SUNFLOWER GARDENS 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.

RICHARD RUPPERT

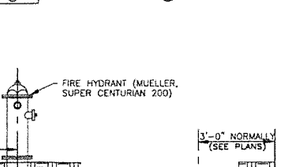
STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICHARD RUPPERT KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT SHE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

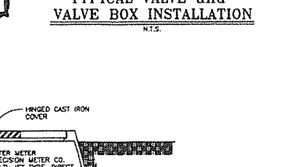
16th DAY OF February 20 15

Lydia Flores
NOTARY PUBLIC
MY COMMISSION EXPIRES 04/20/2018

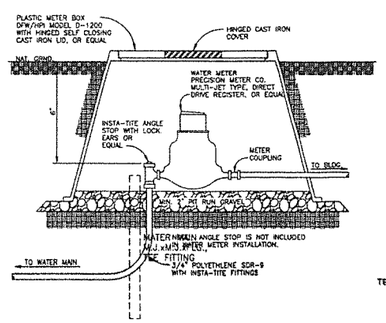
LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 20, 2018



SECTION



TYPICAL VALVE and VALVE BOX INSTALLATION
N.T.S.



LEGEND:
- SET REBAR
- FOUND REBAR
- PROPOSED DUAL WATER SERVICE
- PROPOSED SINGLE WATER SERVICE
- SEPTIC PROPOSED SEPTIC TANK

TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

LEYENDA
- VARILLA ASENTADA
- VARILLA ENCONTRADO
- SERVICIO DOBLE DE AGUA PROPUES
- SERVICIO INDIVIDUAL DE AGUA PROP
- SEPTIC TANQUE SEPTICO

POR: FRED L. KURTH

ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

LA SUBDIVISIÓN SUNFLOWER GARDENS RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPOR 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 SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTAC DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLL SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN SUNFLOWER GARDENS CONSISTE DE UN CONDUCTO DE 8 PULG CONECTA CON UN CONDUCTO DE AGUA EXISTENTE DE 6 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO SUR DEL DE VÍA (RIGHT OF WAY) DE LA CARRETERA STUMPY LANE, CUAL CONDUCTO DE 8 PULGADAS SIGUE HACIA AL NORTE DENTR CONSICION DE N.A.W.S.C. DE 15 PIES POR EL LADO ESTE DE LA CALLE SUNFLOWER ROAD APPROXIMAMENTE 1430 PIES TE UNA VARVULA DE 2 PULGADAS EN LA LINEA DE PROPIEDAD DE ESTA SUBDIVISION. DEL CONDUCTO DE 8 PULG EXTIENDEN TRES CONDUCTOS DE 8 PULGADAS HACIA AL ESTE DENTRO DE LAS TRES CALLES DE SUNFLOWER GARDENS.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN TREINTA Y TRES DOBLE-CONDUCTOS DE AGUA DE 1 PUL DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA D PULGADA DE DIÁMETRO PARA CADA LOTE, Y TRES CONDUCTOS INDIVIDUALES DE AGUA DE 3/4 DE PULGADA DE DIÁMETRO LOTE Y SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO. LOS DOBLE-CONDUCTOS DE A PULGADA DE DIÁMETRO, EL CONDUCTO DE 3/4 DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A TOTAL DE $ 179,915.00 O $ 2,607.46 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN LE HA PAGADO A LA N.A.W.S.C. $ 55,975.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE $ 811.23. ESTA INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE C SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑ SUBDIVISIÓN TAMBIÉN HA INSTALADO SEIS BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 3,325.00 POR CADA U GASTA UNA CANTIDAD TOTAL
$ 19,950.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SU 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 DE SUNFLOWER GARDENS. ESTA FOSA SETICA CONSISTE DE UN SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUM EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TE ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBR CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON SEIS EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUEST SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICA UNIFORME). EL TERRENO ES UNIFORME (FRANCO ARCILLOSO FINO Y FRANCOARENOSO FINO) Y SE EXTIENDE A 36 PULGA TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJ EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $ 1,200.00 INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE $ 82,800.00. EL DEPARTAMENTO DE SA DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE L SÉPTICAS DESDE (FECHA DE INSPECCIÓN).

CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 1 TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE A DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO QUE COSTARA UN TOTAL DE $ 235,890.00 O $ 3,418.70 POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $ 1,200.00 A UN COSTO TOTAL DE $ 82,800.00 TODA LA SUBDIVI

Fred L Kurth 2-3-15
ENGINEER'S SIGNATURE DATE

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE A

SUBDIVISION MAP OF

SUNFLOWER GARDENS

A RESUBDIVISION OF 43.33 ACRES,
OUT OF THE SOUTH 10.00 ACRES OF LOT 12,
AND THE NORTH 33.33 ACRES OF LOT 13, BLOCK 95,
MISSOURI-TEXAS LAND AND IRRIGATION COMPANY,
VOL. 1, PG. 29, H.C.M.R., HIDALGO COUNTY, TEXAS.

COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 455,978.35
DRAINAGE IMPROVEMENTS:	$ 143,098.00
WATER DISTRIBUTION:	$ 179,915.00
SEPTIC TANKS IMPROVEMETNS / OSSF:	$ 82,800.00

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 455,978.35
DREAJE PLUVIAL:	$ 143,098.00
SERVICIO DE AGUA POTABLE:	$ 179,915.00
SERVICIO DE DRENAJE SANITARIO	$ 82,800.00

MELDEN & HUNT, INC.
TEXAS REGISTERED F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78541
OFF: (956) 381-0981
FAX: (956) 381-1839

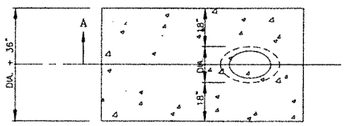
MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

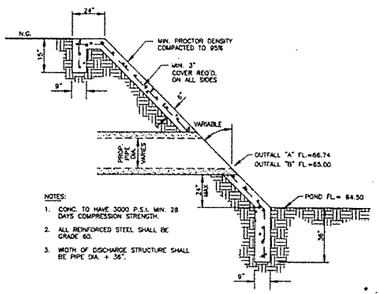
SUBDIVISION MAP OF

SUNFLOWER GARDENS

A RESUBDIVISION OF 43.33 ACRES,
OUT OF THE SOUTH 10.00 ACRES OF LOT 12,
AND THE NORTH 33.33 ACRES OF LOT 13, BLOCK 95,
MISSOURI-TEXAS LAND AND IRRIGATION COMPANY,
VOL. 1, PG. 29, H.C.M.R., HIDALGO COUNTY, TEXAS.

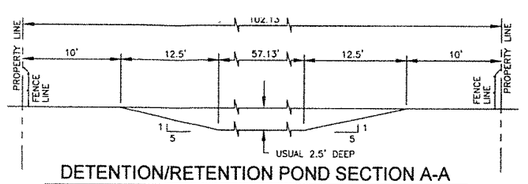
+75.00



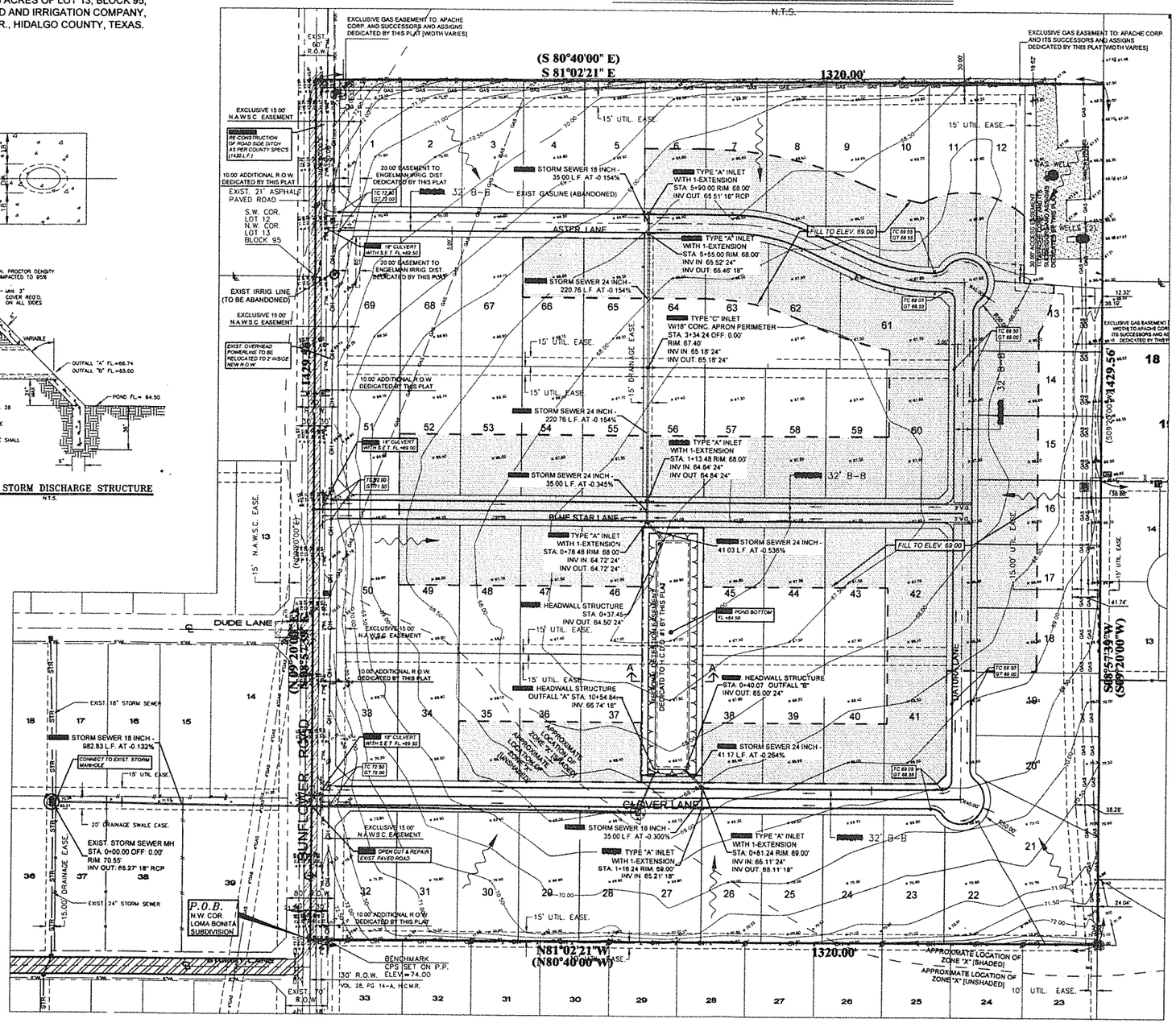


NOTES:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. ALL REINFORCED STEEL SHALL BE GRADE 60.
3. WIDTH OF DISCHARGE STRUCTURE SHALL BE PIPE DIA. + 36".

H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.



DETENTION/RETENTION POND SECTION A-A
N.T.S.



+67.00

+67.00

SUNFLOWER GARDENS:

SUNFLOWER GARDENS is a resubdivision of 43.33 acres, out of the south 10.00 acres of L 12, and the north 33.33 acres of Lot 13, Block 95, Missouri-Texas Land and Irrigation Compan Subdivision, according to the Map or Plat thereof recorded in Volume 1, Page 29, Hidalgo County Map Records. The property is located on the east side of Sunflower Road, approximately 700 fe north of Monte Cristo Road (F.M. 1925). This property is currently open land with a propose residential use (69 lots). Approximately 12% of this tract is in zone "X" (not shaded), the remainin 88% lies in zone "X" (shaded) on FEMA's Flood Insurance Rate Map Community Panel Nc 480334 0350 C, map revised June 6, 2000, revised to reflect L.O.M.R. May 17, 2001. Zone "X" (not shaded) is defined as areas determined to be outside 500-year flood plain. Zone "X" (shaded) i defined as areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foc or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood *This Report is a revision to a previously approved Report (as per attached copy).*

The soils are Fine Sandy Loam and Sandy Clay Loam, which are in Hydrologic Group "B", these soils have a moderate perviousness, and a relatively low plasticity index. (See excerpts from "Soi Survey of Hidalgo County, Texas"). Existing runoff is inward toward the center of the propert with a runoff of 14.16 c.f.s. during the 10-year storm frequency as per attached calculations.

In accordance with the Hidalgo County drainage policy the peak rate of runoff shall not b increased during the 10-year storm frequency due to the development of this subdivision. Therefor as per attached calculations 54,791 cubic feet of detention (0.029 Ac-Ft.), or approximately 772 c per lot will be required. The proposed streets will carry runoff into a network of type "A" inlets vi pipes ranging in size from 18" to 24"discharging into a proposed detention pond centered within th property with a designed capacity of 59,381 c.f. The pond shall have a proposed 18" bleeder lin discharging into an existing storm manhole within the Rio Bravo Ranch Subdivision located 96 feet west of the pond.

+67.00

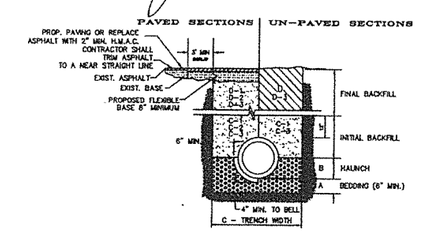
The finished floor elevation for each residence is required to be at least 18 inches above the top of curb in front of the lot, this measure provides positive drainage away from all buildings and avoic concentrating runoff onto other lots.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 10 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C, REVISED NOVEMBER 16, 1982 IS CONTAINED WITHIN THE DETENTION POND CENTERED WITHIN THIS SUBDIVISION.

FRED L. KURTH, PE # 54151 DATE: 2-3-15

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER



STORM TRENCH BEDDING AND BACKFILL DETAILS
N.T.S.

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE DIAM. COMPACTED THICKNESS = 4") – 1½" MIN OR MAX SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 + 12". MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS, COUNTY ROADS & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 15 (AASHTO M145) COMPACTED TO 95% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

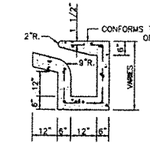
D. FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV, COMPACTED TO 92% S.P.D. (12" LOOSE LIFT, MECHANICAL COMPACTION).

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS– SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 15 (AASHTO M145) COMPACTED TO 95% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

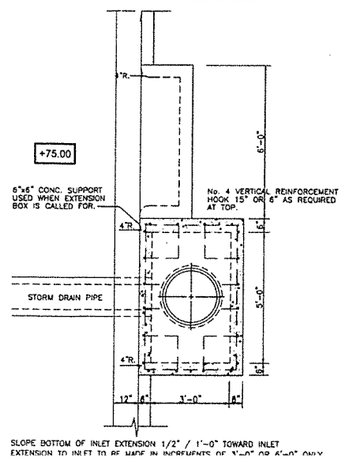
D-3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 BACKFILL MATERIAL. STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL. FOUNDATION PREPARATION (WELLPOINTS, MINIMUM 6" GRAVEL OR CEMENTS STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% S.P.D. (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".

NOTES:
1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. FOR D-1 AND D-3 THE COMPACTION REQUIREMENT SHALL BE 92% S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE.
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF THE TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.

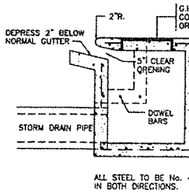


ALL STEEL TO BE No. 4 BARS ON 12" SPACING IN BOTH DIRECTIONS.

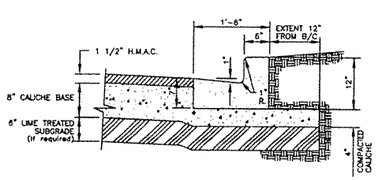
INLET EXTENSION

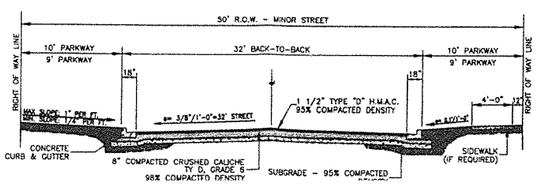


SLOPE BOTTOM OF INLET EXTENSION 1/2" / 1'-0" TOWARD INLET
EXTENSION TO INLET TO BE MADE IN INCREMENTS OF 1'-0" OR 6"-0" ONLY



ALL STEEL TO BE No. 4 BARS 12" S
IN BOTH DIRECTIONS.





MELDEN & HUNT, INC.
TEXAS REGISTERED F-1435
MELDEN & HUNT INC.
CONSULTANTS · ENGINEERS · SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78541
OFF: (956) 381-0981
FAX: (956) 381-1839

AI -48696 **Precinct #2** **19. A.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval to accept counter offer to purchase a tract of land known as Parcel 6 for the S McColl Road Project(CSJ# 0921-02-288).

BACKGROUND

Fiscal Impact

Attachments

Back up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/27/2015 03:09 PM
Glinda Pacheco	Glinda Pacheco	02/27/2015 04:08 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Erika Zamora		Started On: 02/27/2015 01:21 PM
Final Approval Date: 02/27/2015		

HIDALGO COUNTY
PRECINCT 2

Eduardo "Eddie" Cantu
County Commissioner

MEMO

TO: Commissioner's Court

FROM: Jaime Salinas,
Hidalgo County Pct# 2
Right of Way Department

TE: February 27, 2015

RE: South McColl Road Project (Parcel # 6)
Wallace Graner

==========

Attached please find letter provide by property owner for above-mentioned project.

Appraised Value:	$ 15,050.00
Settlement Request:	$ 20,000.00
Difference to Landowner	$ 4,950.00

Commissioners Court March 3, 2015

Approved; _____

Not Approved; _____

300 W. Hall Acres Suite G . Pharr, TX 78577 • 956.787.1891 • eduardo.cantu@co.hidalgo.tx.us

Guadalupe.Rodriguez

From: Guadalupe.Rodriguez [guadalupe.rodriguez@co.hidalgo.tx.us]
Sent: Tuesday, May 08, 2012 5:10 PM
To: 'Erik Cardinell'
Subject: RE: Updated agreement

Erick,

I spoke to our legal council (Steve Crain with Atlas and Hall) today. His advice is not to mix the projects because the McColl Road Project is a state project which involves state reimbursement to the County. At this time, I am only authorized to offer $ 15,050.00 as has already been submitted to Mr. Graner.

You may submit a counter offer.

Thomas Road will need to be negotiated at a later date because the improvements for that road have not been approved as a project by Hidalgo County.
Once Hidalgo County approves Thomas Road I will be able to contact the Hidalgo County Irrigation District Number II and negotiate the future of the existing drainage easement.

Thank you.

Lupe

From: Erik Cardinell [mailto:erikCardinell@barronadler.com]
Sent: Friday, May 04, 2012 12:35 PM
To: Guadalupe.Rodriguez; Wallace H. Graner (wallace@graner.com)
Cc: Michael Barron
Subject: Updated agreement

Mr. Rodriguez,

I think we have reached an agreement between Hidalgo County and Mr. Wallace Graner. The particulars are as follows:

Hidalgo County seeks to acquire the following property from our client:

- 18,731sf in fee for the widening of South McColl Rd
- 31,380sf in fee for the widening of Thomas Rd.
- 54,915sf as a temporary construction easement, for the construction of the new drainage ditch on the property to the north of Mr. Graner's property. The terms of said easement are still to be agreed upon.

In exchange Hidalgo County will:

- Pay Mr. Graner $20,000;
- Write and deliver a letter to the Hidalgo County Irrigation District No.2 asking that the County be able to use the District's new irrigation ditch being constructed on the neighbor's property to carry the County's drainage and help secure a release of the current 82" irrigation easement currently encumbering the Graner tract.
    - It is agreed by both parties that getting the current easement released is a condition to this entire settlement. If the release of the easement cannot be secured, there is no agreement between the parties about any of the other points contained herein.
- fill the ditch with the dirt the county is currently excavating out of the South McColl Offsite drain ditch at no cost to Mr. Graner.
- Allow Mr. Graner to use the drainage structures on the far eastern edge of his property to

COUNTY: HIDALGO

Eng03.024B
March 30, 2011

HIGHWAY: South McColl Road

PROJECT LIMITS: Dicker Road to Orangewood Drive

RCSJ: 0921-02-288
CCSJ: 0921-02-171

EXHIBIT - A
FIELD NOTES FOR PARCEL – 6

Being a 0.43 of an acre of land out of the South 12.52- acres out of the South half of Lot 6, Block 21, Steele & Pershing Subdivision, Hidalgo County, Texas, as per map recorded in Volume 8, Pages 114~115, Deed Records of Hidalgo County, Texas. Said 12.52-acres is vested to Wallace H. Graner and Kay M. Graner from Bradley Thomas McGrath, by virtue of a Warranty Deed dated February 18, 1993, and recorded in Document No. 348343, Official Records, Hidalgo County of Texas, and by a Special Warranty Deed dated September 18, 1996, recorded in Document No. 552612, Official Records of Hidalgo County, Texas. Said 0.43 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle set at the Southeast corner of Lot 6, Block 21, Steele and Pershing Subdivision; **Thence**, North 81 degrees 20 minutes 13 seconds West, with the South line of Lot 6, Block 21, a distance of 1458.66 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC"); **Thence**, North 08 degrees 39 minutes 47 seconds East, a distance of 20.00 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") at the North Right of Way line of Thomas Road for the Southeast corner of this tract of land and **POINT OF BEGINNING**; having surface coordinates of N: 16573653.06 and E: 1074786.72. All bearings and coordinates are based on the State Plane Coordinates System of Texas, South Zone, North American Datum 1983, (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE,** North 81 degrees 20 minutes 13 seconds West, with the North Right of Way line of Thomas Road, a distance of 91.91 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") for the Southwest corner of this tract of land;

2. **THENCE,** North 08 degrees 39 minutes 47 seconds East, with the East Right of Way line of South McColl Road, a distance of 327.44 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") for the Northwest corner of this tract of land;

3. **THENCE,** South 81 degrees 20 minutes 13 seconds East, parallel to the South line of said Lot 6, a distance of 54.66 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") at the Proposed East Right of Way line of said South McColl Road for the Northeast corner of this tract of land;

4. **THENCE,** with the Proposed East Right of Way line of said South McColl Road in a Southwesterly direction with a curve to the left having a Delta angle of 01 degrees 42 minutes 40 seconds, a chord bearing of South 11 degrees 17 minutes 07 seconds West, a tangent of 118.87 feet, a radius of 7960.00 feet, an arc length of 237.72 feet,

EXHIBIT
tabbies
1 of 3

and a chord length of 237.71 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") for an interior corner of this tract of land;

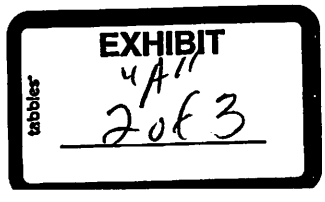
5. **THENCE**, South 35 degrees 32 minutes 28 seconds East, with a Proposed corner clip of said South McColl Road, a distance of 69.03 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") for an external corner of said tract herein described;

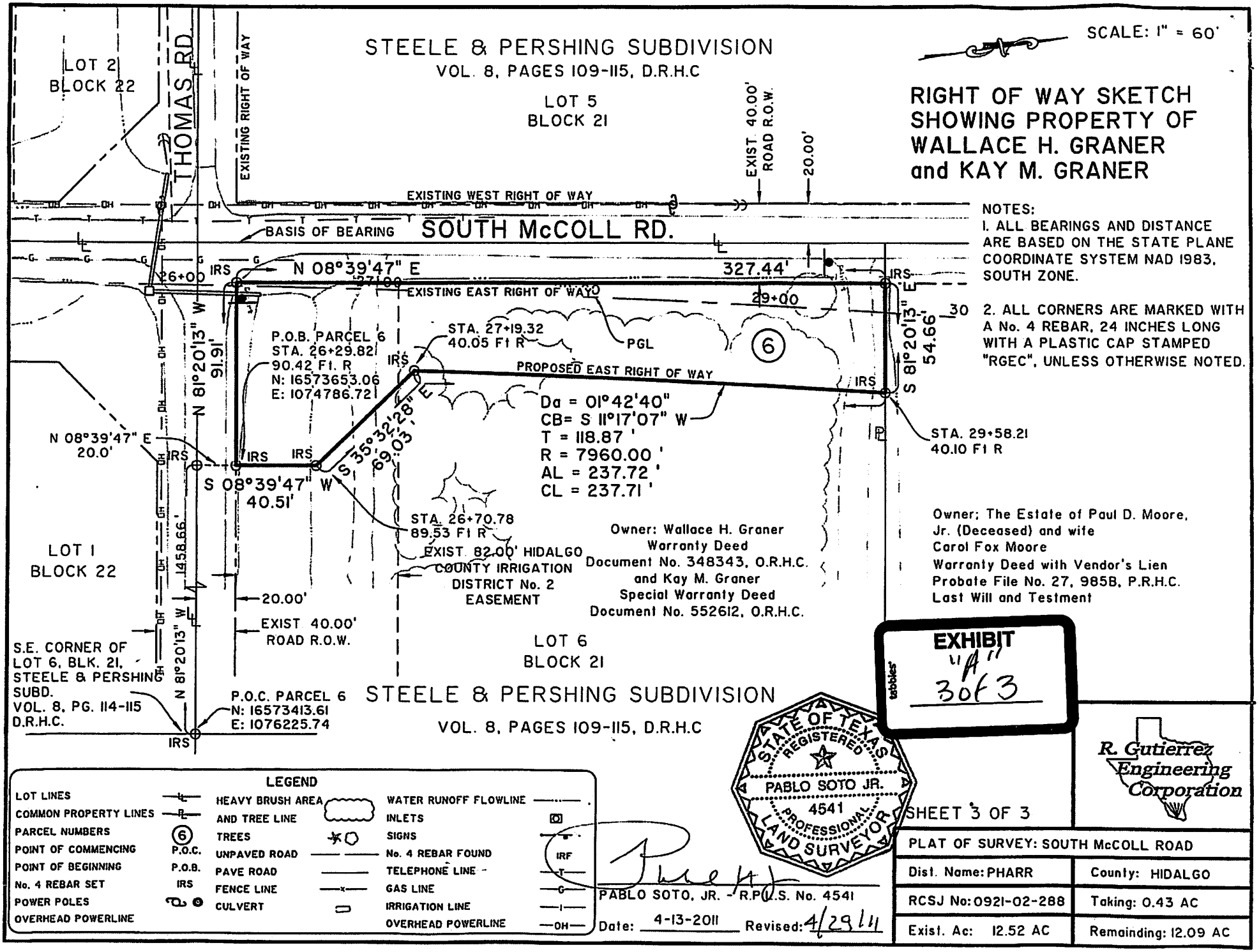
6. **THENCE**, South 08 degrees 39 minutes 47 seconds West, with the Proposed East Right of Way line of said McColl Road, a distance of 40.51 feet to the **POINT OF BEGINNING** and containing 0.43 of an acre of land more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

PABLO SOTO, Jr. R.P.L.S. No. 4541
Date: 04-13-2011

Revised: 4/29/11





SCALE: 1" = 60'

RIGHT OF WAY SKETCH SHOWING PROPERTY OF WALLACE H. GRANER and KAY M. GRANER

NOTES:

1. ALL BEARINGS AND DISTANCE ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.
2. ALL CORNERS ARE MARKED WITH A No. 4 REBAR, 24 INCHES LONG WITH A PLASTIC CAP STAMPED "RGEC", UNLESS OTHERWISE NOTED.

EXHIBIT "A" 3 of 3

PABLO SOTO, JR. - R.P.L.S. No. 4541

Date: 4-13-2011 Revised: 4/29/11

R. Gutierrez Engineering Corporation

SHEET 3 OF 3

PLAT OF SURVEY: SOUTH McCOLL ROAD	
Dist. Name: PHARR	County: HIDALGO
RCSJ No: 0921-02-288	Taking: 0.43 AC
Exist. Ac: 12.52 AC	Remainding: 12.09 AC

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2557 • (FAX) 956-782-2558
Engineering Firm #486 • Surveying Firm #101650

(EXHIBIT-A)
METES AND BOUNDS DESCRIPTION
OF
A 0.71 OF AN ACRE OF LAND OUT OF
12.52-ACRES OUT OF THE SOUTH HALF OF
LOT 6, BLOCK 21,
STEELE & PERSHING SUBDIVISION,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME 8, PAGES 114-115, D.R.H.C.

Being a 0.71 of an acre of land out of 12.52-acres out of the South half of Lot 6, Block 21, Steele & Pershing Subdivision, Hidalgo County, Texas, as per map recorded in Volume 8, Pages 114-115, Deed Records of Hidalgo County, Texas. Said 12.52-acres is vested to Wallace H. Graner and Kay M. Graner from Bradley Thomas McGrath, by virtue of a Warranty Deed dated February 18, 1993, and recorded in Document No. 348343, Official Records of Hidalgo County, Texas, and by a Special Warranty Deed dated September 18, 1996, recorded in Document No. 552612, Official Records of Hidalgo County, Texas. Said 0.71 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle found at the Southeast corner of Lot 6, Block 21, Steele & Pershing Subdivision; **Thence** North 08 degrees 31 minutes 47 seconds East, with the East line of Lot 6, Block 21, Steele & Pershing Subdivision, a distance of 20.00 feet to a No. 4 rebar found (with a plastic cap stamped RGEC) at the existing North Right of Way line of Thomas Road for the Southeast corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, North 81 degrees 20 minutes 13 seconds West, with the existing North Right of Way line of said Thomas Road, a distance of 1550.53 feet to a No. 4 rebar found (with a plastic cap stamped RGEC) at the existing East Right of Way line of South McColl Road for the Southwest corner of this tract of land;

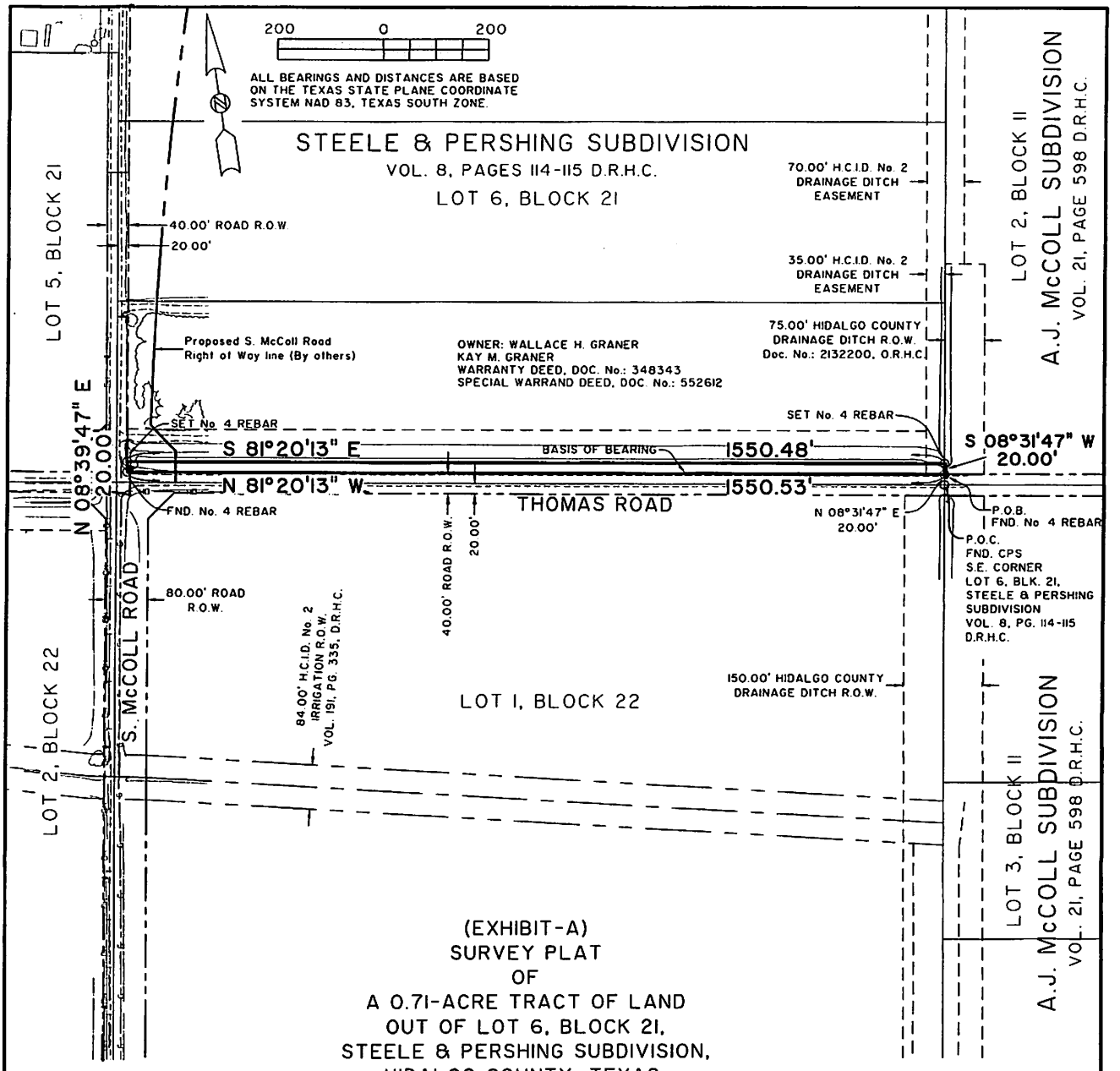
THENCE, North 08 degrees 39 minutes 47 seconds East, with the existing East Right of Way line of said South McColl Road, a distance of 20.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northwest corner of this tract of land;

THENCE, South 81 degrees 20 minutes 13 seconds East, parallel to the South line of said Lot 6, Block 21, a distance of 1515.48 passed the existing West line of Hidalgo County Irrigation District No. 2 Drainage Ditch Easement and at a total distance of 1550.48 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the East line of said Lot 6, Block 21 for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 47 seconds West, with the East line of said Lot 6, Block 21, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 0.71 of an acre of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.

Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 9/8/11



(EXHIBIT-A)
SURVEY PLAT
OF
A 0.71-ACRE TRACT OF LAND
OUT OF LOT 6, BLOCK 21,
STEELE & PERSHING SUBDIVISION,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME 8, PAGES 114-115, D.R.H.C.

ALL CORNERS ARE SET WITH A No. 4 REBAR (WITH A PLASTIC CAP STAMPED RGEC) UNLESS OTHERWISE NOTED.

OWNER: WALLACE H. GRANER AND KAY M. GRANER FROM BRADLEY THOMAS McGRATH, BY VIRTUE OF A WARRANTY DEED DATED FEBRUARY 18, 1993, AND RECORDED IN DOCUMENT No. 348343, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND BY A SPECIAL WARRANTY DEED DATED SEPTEMBER 18, 1996, RECORDED IN DOCUMENT NO. 552612, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

DESCRIPTION: BEING 12.52-ACRES OUT OF THE SOUTH HALF OF LOT 6, BLOCK 21, STEELE & PERSHING SUBDIVISION, HIDALGO COUNTY,TEXAS, AS PER MAP RECORDED IN VOLUME 8, PAGES 114-115, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

THE UNDERSIGNED HEREBY STATE THAT THIS SURVEY, AS DESCRIBED HERON, WAS MADE ON THE GROUND AND THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN AND THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON. " THIS SURVEY SUBSTANTIALLY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE AS APPROVED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 9/8/11

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No.: 101650-00

JOB No.: ENG03.024B	DATE: AUG. 26, 2011
DRAWN BY: RG	PAGE: 3 OF 3

File Name: F:\2003\ENG\024-SouthMccollRoad\TX-ROW Map\Right of Way Map\Parcel 6_Thomas Ditch.dwg

Form ROW-A-6
(Rev. 09/11)

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located off the NEC of South McColl Road and Thomas Road, Hidalgo County, Texas.	District: Pharr
Property Owner: Wallace H. & Kay M. Graner	ROW CSJ: 0921-02-288
Address of Property Owner: 3006 Bee Cave Road, Suite B160 Austin, Texas 78746-6787	Parcel: 6
Occupant's Name: Vacant	Federal Project No: N/A
Whole: ☐ Partial: ☒ Acquisition	Highway: South McColl Road County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulfur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $15,050 as of September 15, 2011, based upon my independent appraisal and the exercise of my professional judgment; on September 15, 2011, (date)(s), I personally inspected in the field the property herein appraised; I afforded Wallace H. & Kay M. Graner , the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on September 15, 2011 , I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo, Texas Department of Transportation, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

December 6, 2011
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser — Date: 1-2-12

* A 6 *

Form ROW-A-6
(Rev. 09/11)

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located off the NEC of South McColl Road and Thomas Road, Hidalgo County, Texas.	District: Pharr
Property Owner: Wallace H. & Kay M. Graner	ROW CSJ: 0921-02-288
Address of Property Owner: 3006 Bee Cave Road, Suite B160 Austin, Texas 78746-6787	Parcel: 6
Occupant's Name: Vacant	Federal Project No: N/A
Whole: ☐ Partial: ☒ Acquisition	Highway: South McColl Road — County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulfur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $15,050 as of September 15, 2011, based upon my independent appraisal and the exercise of my professional judgment; on September 15, 2011, (date)(s), I personally inspected in the field the property herein appraised; I afforded Wallace H. & Kay M. Graner , the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on September 15, 2011 , I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo, Texas Department of Transportation, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

December 6, 2011
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser — Date

* A 6 *

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Client & Intended User

The client for this report is identified as Hidalgo County Right-of-Way under the direction of Precinct No. 2 Honorable Hidalgo County Commissioner Hector "Tito" Palacios and the Texas Department of Transportation, Southern Region. The part to be acquired is for the expansion of the existing road right-of-way of South McColl Road. The intended use of the report is to assist Lupe Rodriguez, Right-of-Way Agent of Hidalgo County, for future negotiations of acquiring a portion of said property as fee simple in the name of the State of Texas. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 9/2011. The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include governmental entities which may be participating in the project. Lupe Rodriguez shall be the project manager for this project under the direction of Honorable Hector "Tito" Palacios, County Commissioner of Precinct No. 2. Mr. Rodriguez has a local office located at 301 E. State Street, Pharr, Texas and can be contacted at (956) 283-8134.

Scope of the Assignment

By work order number 662245 dated August 16, 2011 on behalf of the Hidalgo County Right-of-Way Department and Hidalgo County Precinct No. 2, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation located at 317 East Park Avenue, Pharr, Texas.

Leonel Garza III is the owner of Leonel Garza Jr. & Associates, LLC located at 1419 Dove Avenue Ste 1, McAllen, Texas. The office of Leonel Garza Jr. & Associates has been in operation for over 30 years of which Leonel Garza III, became owner of the family operation after the passing of Leonel Garza Jr. in 1998. Creating Leonel Garza Jr. & Associates LLC, Leonel Garza III specialized in right-of-way acquisition field for over 13 years. Various right-of-way projects have been performed in the following County's: Cameron County, Hidalgo County, Starr County, Zapata County, Webb County, Nueces County and Brooks County.

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. The 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 writing). 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 sales 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. Listings along South McColl Road and the surrounding market area were also reviewed in order to determine the current market asking prices for property along the project. 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 continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired in the name of the State of Texas. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items which are not compensable and or may be handled through the Texas Department of Transportation Relocation Program. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser, as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." As per scope of the assignment, this is the manor of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns as to this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Accessibility To Subject Property

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition, the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of September 22, 2011. A copy of the certified letter is located within the addenda of this report. On September 30, 2011, this office received the Appraisal Questionnaire from the property owner. Mr. Wallace Graner (512-328-2344) indicated the appraiser has access to conduct an on-site inspection of the subject property in her absence. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the southeast corner of South McColl Road and Thomas Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a 12.52 acre tract of land as indicated by survey. The area for the subject property as a whole is indicated as per survey provided by R. Gutierrez Engineering Corporation dated April 29, 2011. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 5.00 acre to 18.00 acres. These indicated economic unit values are used for the valuation of the proposed acquisition, as the part to be acquired does not constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the part to be acquired.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the gross land area to be acquired is 0.43 acres (18,731 square feet). The proposed acquisition has approximately 91.91 lineal feet of frontage along the northern frontage of Thomas Road and 327.44 lineal feet of frontage along the eastern side of South McColl Road. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as commercial / light industrial use tract of land, which is based on the local market trends along South McColl. This highest and best use is further explained on page 3.1 of this report.

To Be Acquired	**0.43**	**Acres**
	18,731	**Square Feet**

Legal Description: Part To Be Acquired

Being a 0.43 of an acre of land out of a 12.52-acre tract out of Lot 6, Block 21, Steele & Pershing Subdivision, Hidalgo County Texas, as per map recorded in Volume 8, Pages 114-115, Deed Records of Hidalgo County, Texas

Remainder Before and After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired.

Property Tax Data

The property tax assessment was reviewed online and can be accessed via www.hidalgoad.org. According to the information provided by the Hidalgo County Appraisal District located at located at 4405 S. Professional Dr., Edinburg, Texas. The subject property was indicated to be under the ownership of Wallace H. Graner & Kay M. Graner. This was found under the tax account 290338.

OWNER OF RECORD	WALLACE H. GRANER & KAY M. GRANER
PROPERTY TAX IDENTIFICATION NO.	290338
IMPROVEMENT VALUE	$0
LAND VALUE	$55,080
ASSESSED VALUE	$55,080
EXEMPTIONS	NONE

General Site Assessment Statement

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed to be generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

Utility Services Available

The subject property is located in a region with limited utilities available. This limited availability is due to restrictions set for by the International Boundary and Water Commission Floodway, and due to the relative location of nearby municipal utilities. As per conversation with a City of McAllen Public Utilities Associate the City of McAllen utilities end at Orangewood Drive, which is the northern project line. Ruben Puente (956-239-3314) of the City of Hidalgo, indicated the cities utilities end along the southern line of Dicker Road, the southern project line. The client, as per previous agreement with the public utility provider, informed the appraiser that all private utilities will be relocated, if affected by the part to be acquired and all necessary reconnections will be the responsibility of the utility provider. As such said relocation and reconnection cost shall not be included in the valuation of the part to be acquired.

Identification of Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

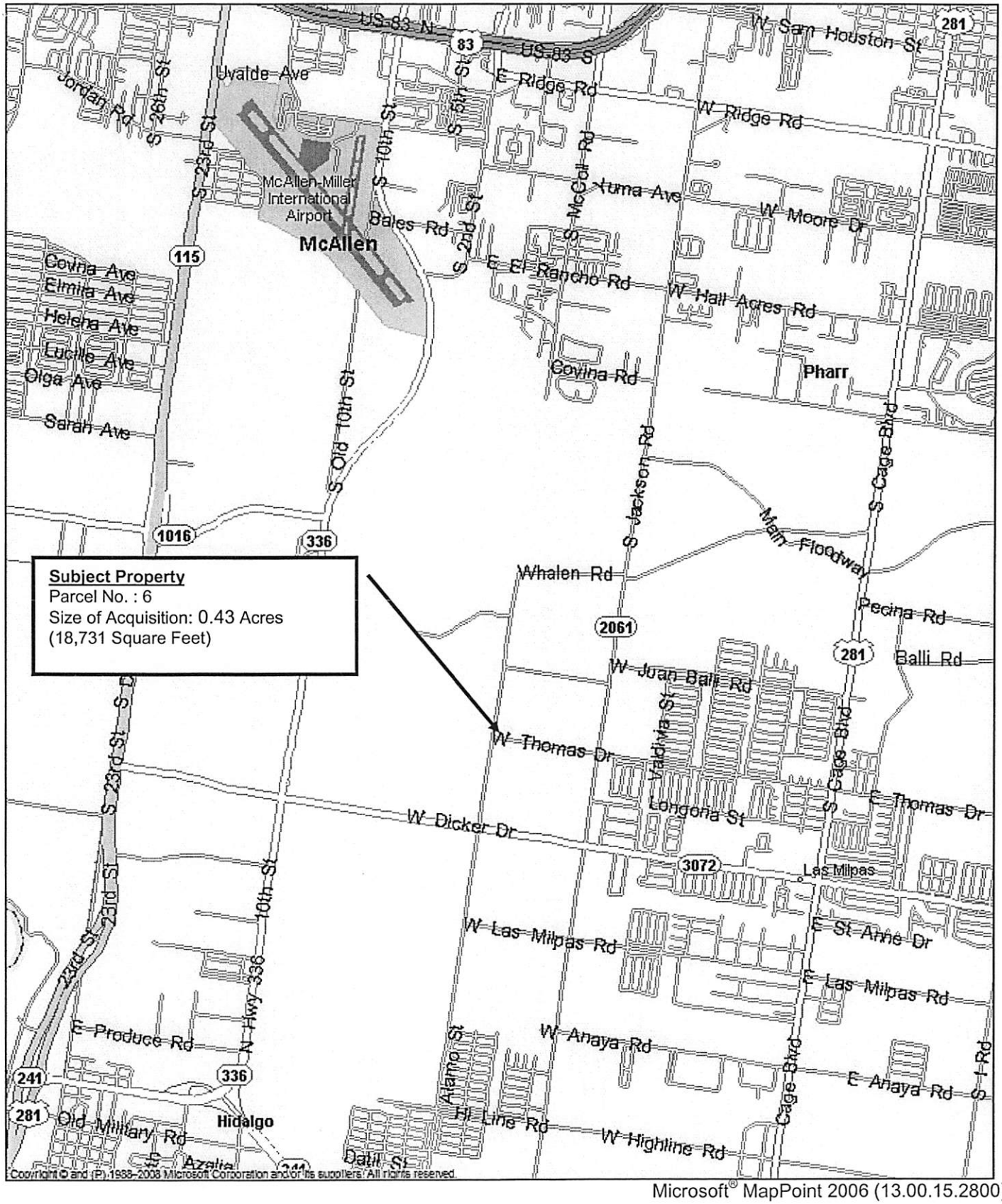
Current Listing Status

Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) month exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

LOCATION MAP OF SUBJECT PROPERTY



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Microsoft® MapPoint 2006 (13.00.15.2800)

AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth

AERIAL PHOTOGRAPH OF PART TO BE ACQUIRED

Google Earth (Closer View of Subject Property)

NOTE: THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW DASHED LINE. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY R. GUTIERREZ ENGINEERING CORPORATION AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

COUNTY: HIDALGO

Eng03.024B
March 30, 2011

HIGHWAY: South McColl Road

Sheet 1 of 3

PROJECT LIMITS: Dicker Road to Orangewood Drive

RCSJ: 0921-02-288
CCSJ: 0921-02-171

EXHIBIT - A
FIELD NOTES FOR PARCEL – 6

Being a 0.43 of an acre of land out of the South 12.52- acres out of the South half of Lot 6, Block 21, Steele & Pershing Subdivision, Hidalgo County, Texas, as per map recorded in Volume 8, Pages 114~115, Deed Records of Hidalgo County, Texas. Said 12.52-acres is vested to Wallace H. Graner and Kay M. Graner from Bradley Thomas McGrath, by virtue of a Warranty Deed dated February 18, 1993, and recorded in Document No. 348343, Official Records, Hidalgo County of Texas, and by a Special Warranty Deed dated September 18, 1996, recorded in Document No. 552612, Official Records of Hidalgo County, Texas. Said 0.43 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle set at the Southeast corner of Lot 6, Block 21, Steele and Pershing Subdivision; **Thence**, North 81 degrees 20 minutes 13 seconds West, with the South line of Lot 6, Block 21, a distance of 1458.66 feet to a No. 4 rebar sel (with a plastic cap stamped "RGEC"); **Thence**, North 08 degrees 39 minutes 47 seconds East, a distance of 20.00 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") at the North Right of Way line of Thomas Road for the Southeast corner of this tract of land and **POINT OF BEGINNING**; having surface coordinates of N: 16573653.06 and E: 1074786.72. All bearings and coordinates are based on the State Plane Coordinates System of Texas, South Zone, North American Datum 1983, (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999980;

1. **THENCE,** North 81 degrees 20 minutes 13 seconds West, with the North Right of Way line of Thomas Road, a distance of 91.91 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") for the Southwest corner of this tract of land;

2. **THENCE,** North 08 degrees 39 minutes 47 seconds East, with the East Right of Way line of South McColl Road, a distance of 327.44 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") for the Northwest corner of this tract of land;

3. **THENCE,** South 81 degrees 20 minutes 13 seconds East, parallel to the South line of said Lot 6, a distance of 54.66 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") at the Proposed East Right of Way line of said South McColl Road for the Northeast corner of this tract of land;

4. **THENCE,** with the Proposed East Right of Way line of said South McColl Road in a Southwesterly direction with a curve to the left having a Delta angle of 01 degrees 42 minutes 40 seconds, a chord bearing of South 11 degrees 17 minutes 07 seconds West, a tangent of 118.87 feet, a radius of 7960.00 feet, an arc length of 237.72 feet,

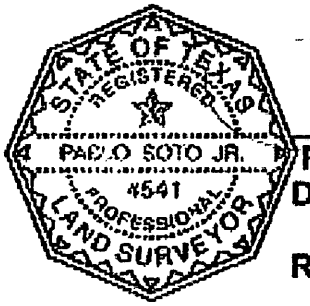
PARCEL 6
Sheet 2 of 3

and a chord length of 237.71 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") for an interior corner of this tract of land;

5. **THENCE**, South 35 degrees 32 minutes 28 seconds East, with a Proposed corner clip of said South McColl Road, a distance of 69.03 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") for an external corner of said tract herein described;

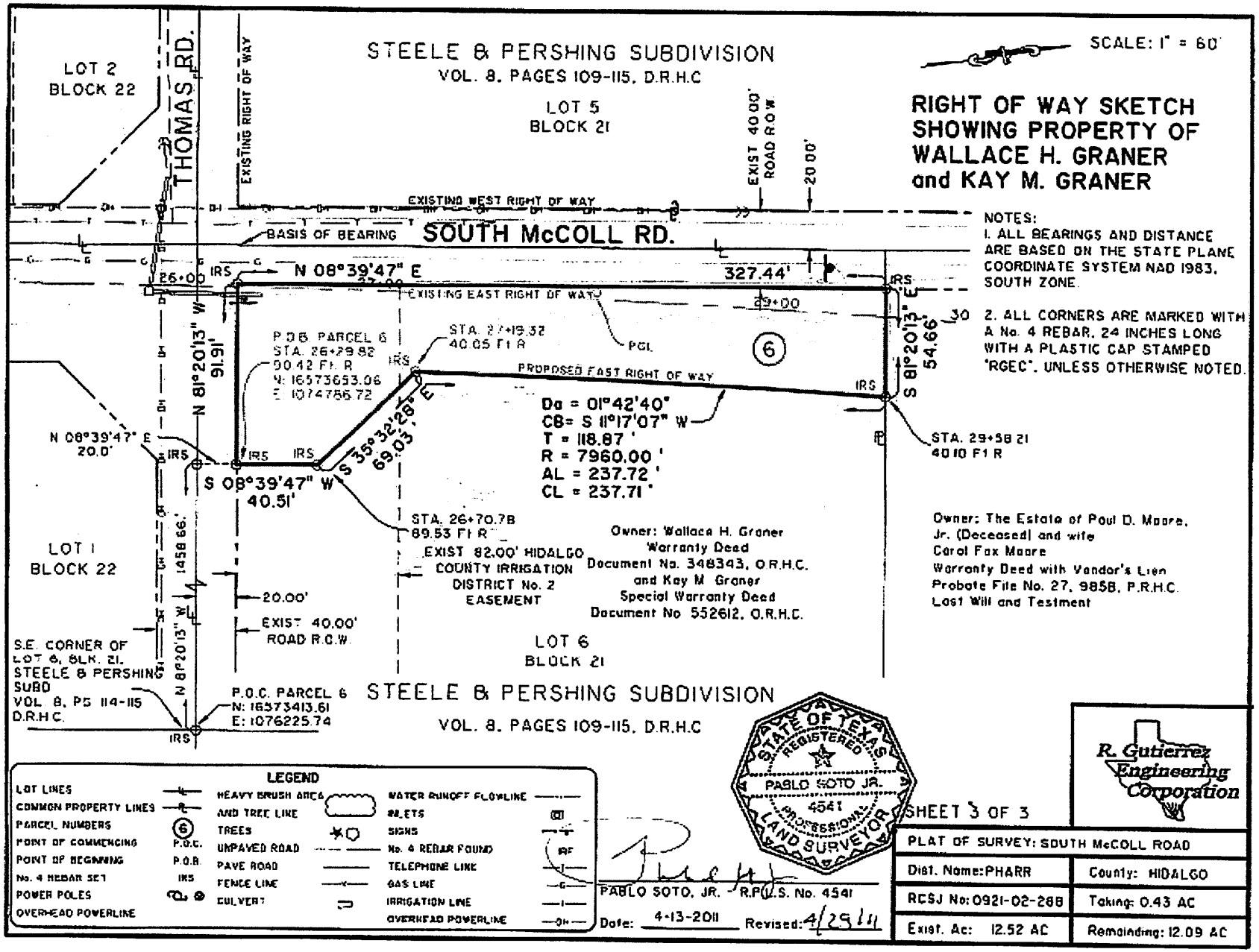
6. **THENCE**, South 08 degrees 39 minutes 47 seconds West, with the Proposed East Right of Way line of said McColl Road, a distance of 40.51 feet to the **POINT OF BEGINNING** and containing 0.43 of an acre of land more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.



PABLO SOTO, Jr. R.P.L.S. No. 4541
Date: 04-13-2011

Revised: 4/29/11



SURVEY OF PART TO BE ACQUIRED (Page 3 of 3)

PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvements

Parcel No.: 6

Local Address: NEC of Thomas Road and South McColl Road, Hidalgo County, Texas

Date Taken: September 15, 2011

Taken By: Leonel Garza III

Point which taken: Photo 1: McColl Road ROW
Point which taken: Photo 2: McColl Road ROW

Looking: Photo 1: Eastern View
Looking: Photo 2: Northern View

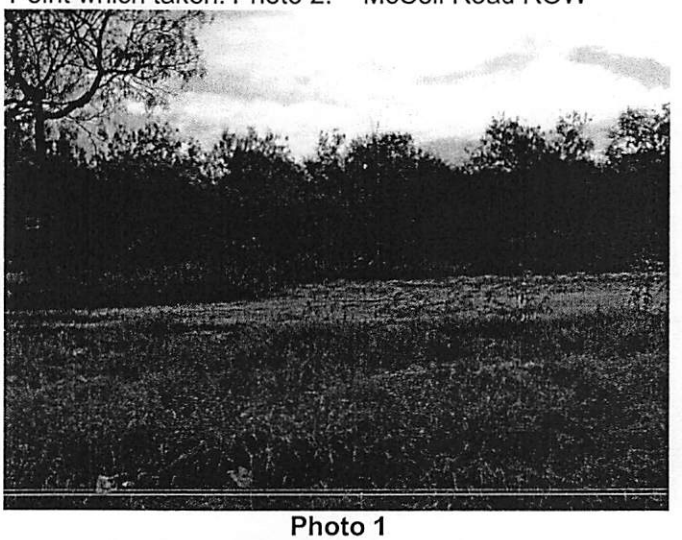


Photo 1
Eastern view of the subject property.

Photo 2
Northern view of the part to be acquired.

Point which taken: Photo 3: McColl Road ROW
Point which taken: Photo 4: McColl Road ROW

Looking: Photo 3: Southern View
Looking: Photo 4: Northern View

Photo 3
Southern view of the part to be acquired.

Photo 4
Northern view of the subject property.

DESCRIPTION OF PROPERTY:

The subject property, as a whole, is a 12.52 acre vacant tract of land located at the northeastern corner of South McColl Road and Thomas Road. The subject property is currently in its natural state and is covered with heavy brush. Located along the southern frontage of the subject property is a open irrigation ditch. This ditch is located within an 82.00' Hidalgo County Irrigation District #2 Easement, which runs the length of the subject property along its southern property line. According to the survey provided by R. Gutierrez Engineering Corporation, dated April 29, 2011, the part to be acquired is approximately 0.43 acres (18,731 square feet). This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as vacant. This is performed in order to determine the unit value for the proposed acquisition for the purchase of said tract in the name of the State of Texas.

AREA OR NEIGHBORHOOD ANALYSIS:

The subject neighborhood along South McColl Road is primarily utilized for agricultural purposes south of Orangewood Drive and north of Dicker Road. The land area north of Orangewood Drive and South of Dicker Road is a mixture of agricultural and residential use as several properties along South McColl Road are in a state of development as new subdivisions are being created due to the increase in demand in the area. A portion of McColl Road passes through the International Boundary and Water Commission (IBWC) Floodway. The land area located within the IBWC Floodway is utilized for agricultural use as this land area is restricted and construction within the floodway is limited. The US IBWC retains the right of approval on all improvements which are to pass over, under or through the walls, levees, improved channel, or floodways. These limitations are indicated and discussed within the IBWC publication "Criteria for Construction Activities Within the Limits of The USIBWC Floodway" (Vol. IV, Chapter 315, Handbook H315, Dated July 27, 2000.) Source: http://www.ibwc.gov/Files/construction_criteria.pdf. The Office of Leonel Garza Jr. & Associates LLC has inspected the market area along South McColl Road and has found this type of development consistent with the overall market trends in the City of Pharr and neighboring City of McAllen and Hidalgo. Commercial development is primarily found just to the east on US Highway 281 (Cage Boulevard) and south along Old Military Highway, which is also indicative of the growing market.

SITE ANALYSIS:

Five Year Sales History:

During the course of the appraisal, research was performed through the Hidalgo County Appraisal District to verify the current ownership of the subject property along with title information provided by the client. The property was transferred from Bradley Thomas McGrath to Wallace H. Graner and Kay M. Graner on February 18, 1993 and recorded under Warranty Deed Document No. 348343 and by a Special Warranty Deed date September 18, 1996, recorded in Document's No. 552612, Official Records of Hidalgo County, Texas for an undisclosed consideration. A copy of the appraisal card and Document 552612 are located in the Addenda of this report.

Legal Description: (Whole Property)

A 12.52 acre tract out of Lot 6, Block 21, Steele & Pershing Subdivision, Hidalgo County, Texas, as per map recorded in Volume 8, Pages 114-115, Deed Records of Hidalgo County, Texas. Said 12.52 acre tract is vested to Wallace H. Graner and wife Kay M. Graner from Bradley Thomas McGrath, by virtue of a Warranty Deed with Vendor's Lien dated February 18, 1993, and recorded in Document No. 348343, Official Records of Hidalgo County, Texas.

Legal Description: (Part to be Acquired)

Being a 0.43 of an acre of land out of a 12.52 acre tract out of Lot 6, Block 21, Steele & Pershing Subdivision, Hidalgo County, Texas, as per map recorded in Volume 8, Pages 114-115, Deed Records of Hidalgo County, Texas. Said 12.52 acre tract is vested to Wallace H. Graner and wife Kay M. Graner from Bradley Thomas McGrath, by virtue of a warranty Deed with Vendor's Lien dated February 18, 1993, and recorded in Document No. 348343, Official Records of Hidalgo County, Texas.

Improvements:

During the off-site and on-site inspection of the subject property no building improvements were indicated within the part to be acquired. The subject is a vacant tract and as such contains no structural site improvements. No damages are indicated for the remainder. In the event that site improvements are located within the proposed acquisition, those improvements would be itemized on page 5.0 of this report. Site improvements located within an area of acquisition are valued based on their depreciated cost value. In the event site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the total compensation. In addition, any utilities located within the part to be acquired of which are affected by the acquisition, shall be relocated as an item of construction and shall not be included within the compensation of the subject property.

Highest & Best Use Analysis:

The subject's highest and best use as vacant and as if improved is indicated for commercial/ light industrial use. This type of use is concurrent with the recent trends located along South McColl within Hidalgo County, Texas. This highest and best use is based on the determined economic unit of the subject property as whole which is being acquired in the name of the State of Texas. When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for agricultural use based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity." The scope of the assignment is to evaluate the subject property as a whole, part to be acquired, and the remainder before and after the acquisition, while excluding project influence as required by the Texas Department of Transportation and is reported under the conditions set forth by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition.

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	Bradley Thomas McGrath	Bill Burns Et Al		Keller Real Estate, Inc		Manuel Ramos Espinosa, and wife, Maria Guadalupe Santos	
Grantee	Wallace H Graner and Kay M. Graner	Javier Cantu Barragan		Israel Rivas		Dufromex, LLC.	
Date	February 18, 1993	April 25, 2011		August 26, 2011		November 13, 2009	
Sales Price	$ -	$ 900,000		$ 200,000		$ 375,000	
Unit Price	$ - / Acre	$ 50,000	/ Acre	$ 20,000	/ Acre	$ 75,000	/ Acre
Relative Location	Average	Superior	-15%	Inferior	50%	Superior	-20%
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Lot Location	Corner Tract	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Typical of Market	Similar	0%	Similar	0%	Similar	0%
Financing	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Elec/Phone (Water and Sewer at Dicker Road)	All Municipal Utilities Available	-10%	Water / Elect / No Sewer	0%	All Municipal Utilities Available	-10%
Frontage	South McColl Road (Unpaved)	W. Anaya Road	-5%	W. El Rancho Blanco Road	-5%	Jackson Road, South of Las Milpas Road	-5%
Size of Tract (Acre)	12.52 Ac	18.00 Ac	0%	10.00 Ac	0%	5.000 Ac	-15%
Net Adjustments			-30%		45%		-50%
Indicated Unit Value		$ 35,000	/ Acre	$ 29,000	/ Acre	$ 37,500	/ Acre

Estimated Unit Value of Fee Simple Area $ **35,000 / Acre**

Estimated Value by Sales Comparison Approach **(0.43 Acres x $35,000 / Acre)** $ **15,050**
(Includes Part To Be Acquired Only)

ROW-A-5S
(Rev. 06/11)

COMPARABLE DATA SUPPLEMENT

District: Pharr | Parcel No.: 6 | Highway: South McColl Road
County: Hidalgo | ROW CSJ: 0921-02-288

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Bill Burns Et Al
Grantee/Lessee: Javier Cantu Barragan

Date: April 25, 2011 Recording Information: GF #047965 Key Map: N/A

Address: W. Anaya Road, ¼ west of S. Cage Boulevard, Pharr, Texas Zip Code: 78577

Legal Description: The north ½ of 357, Kelly Pharr Subdivision, Hidalgo County, Texas, Save and Except 2.00 acres as per metes and bounds.

Confirmed Price: $900,000
Verified with: MLS #A146882
Adjusted Sales Price $:
Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 20.00 Acres (Gross) (18.00 Acres Net)
Unit Price: $50,000 per acre

Type Street: Asphalt Paved
Utilities: Water, Electricity & Phone

Improvement(s) Description: None

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A
Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Agricultural Use
Highest & Best Use: Commercial Use

Date of Inspection: December 6, 2011
Zoning: Industrial Zone Flood Plain: N/A

Attach additional information as necessary.
Property is located just north of the Pharr Industrial Park approximately ½ mile north of the Pharr International Bridge. All utilities available to the site. Original asking price was $1,044,000 and was on the market for 158 days by Davis Real Estate.

Appraiser: Leonel Garza III
(Typed, not signed)

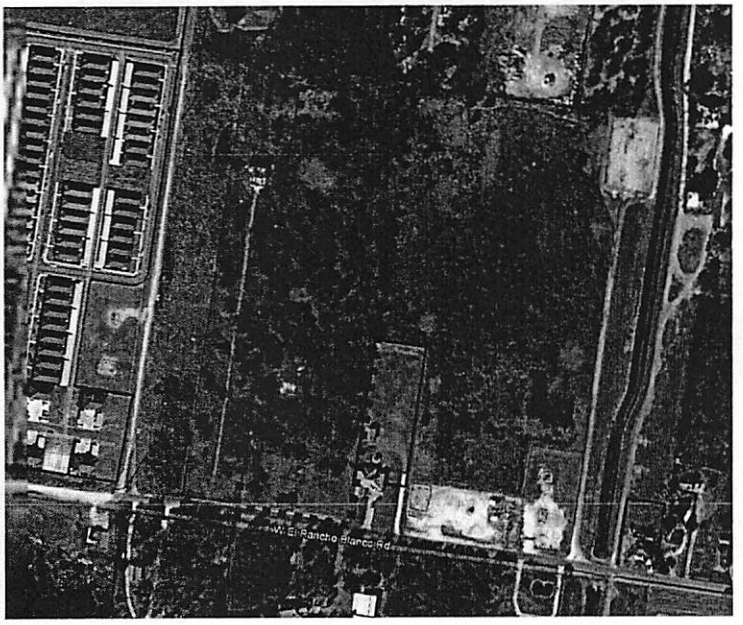
December 6, 2011
Date

* A 5 S *

COMPARABLE DATA SUPPLEMENT

District: Pharr | Parcel No.: 6 | Highway: South McColl Road
County: Hidalgo | ROW CSJ: 0921-02-288

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Keller Real Estate Investments, Inc. Grantee/Lessee: Israel Rivas

Date: August 26, 2011 Recording Information: Document #2011-2236800 Key Map: N/A

Address: W El Rancho Blanco Road ½ Mile West of Cage Boulevard, Pharr, Texas Zip Code: 78577

Legal Description: A 10.00 acre tract of land, more or less, being the east 10.00 acres of the west 20.00 acres of lot 248, Kelly Pharr Subdivision, Hidalgo County, Texas as per map or plat thereof recorded in Volume 3, Pages 133-134.

Confirmed Price: $200,000 Verified with: MLS# A131358S

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 10.00 Acres (Gross) Unit Price as Vacant: $20,000

Type Street: Asphalt Utilities: Water, Electricity & Phone

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest & Best Use: Residential Development / Mixed Use

Date of Inspection: December 6, 2011 Zoning: N/A Flood Plain: N/A

Attach additional information as necessary.
Property was purchased for residential development. Property had water available but not sewer at the time of sale.

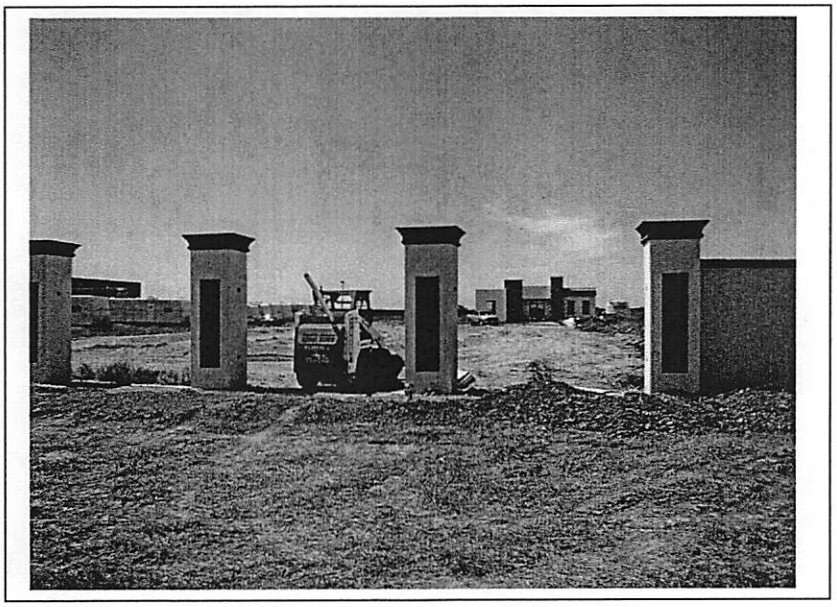
Appraiser: Leonel Garza III (Typed, not signed) December 6, 2011 Date

* A 5 S *

COMPARABLE DATA SUPPLEMENT

District: Pharr | Parcel No.: 6 | Highway: South McColl Road
County: Hidalgo | ROW CSJ: 0921-02-288

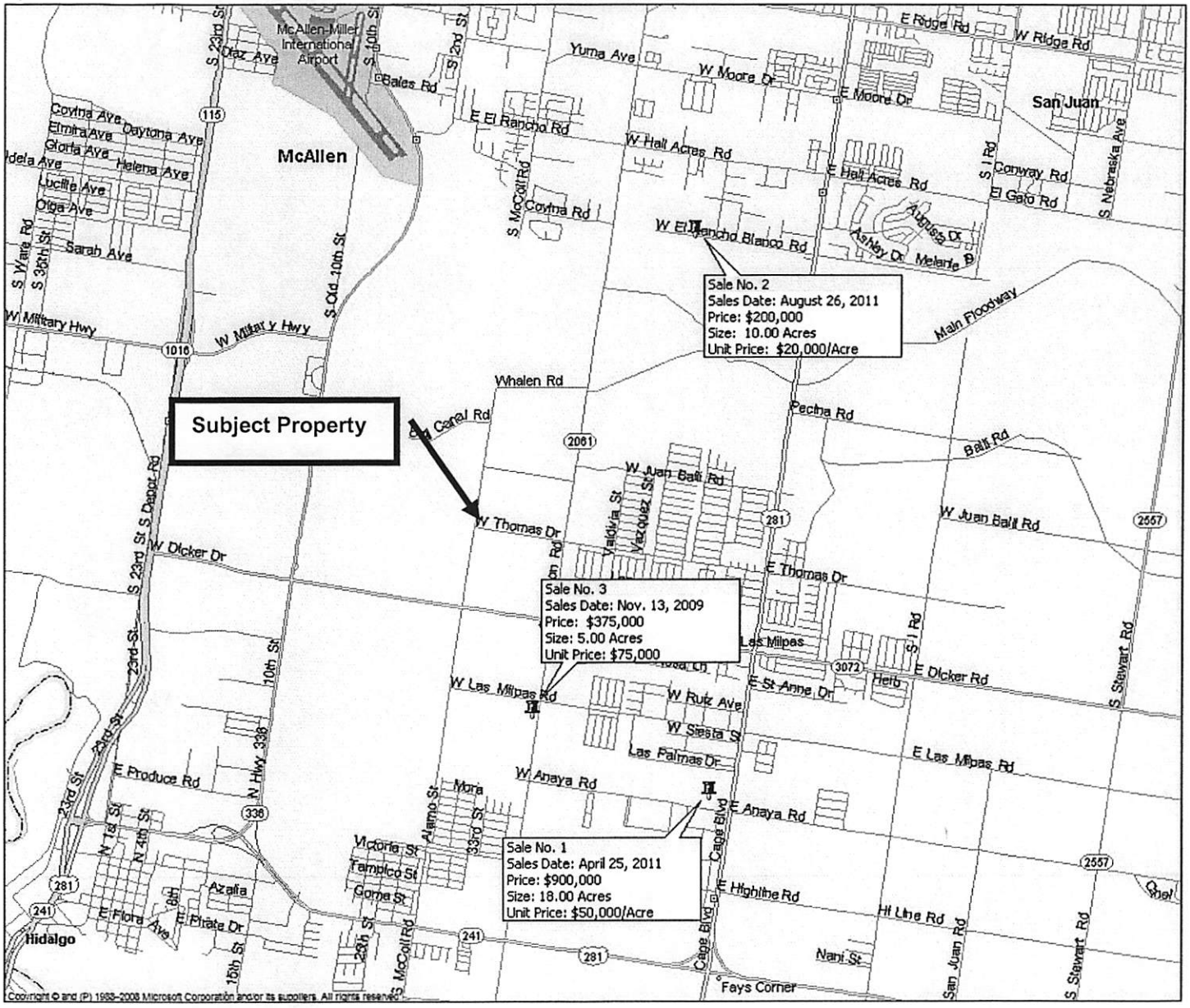
Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Manuel Ramos Espinosa, and wife Maria Guadalupe Santos
Grantee/Lessee: Dufromex, LLC
Date: November 13, 2009
Recording Information: Document # 2052292
Key Map: N/A
Address: Located along the western side of South Jackson Road, South of Las Milpas Road in Pharr, Texas.
Zip Code: N/A
Legal Description: All of Lot 2, Karlo Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 42, Page 94, Map Records in the Office of the County Clerk of Hidalgo County, Texas.
Confirmed Price $: 375,000
Verified with: MLS # E118431s
Terms and Conditions of Sale: Cash To Seller
Rental Data: N/A
Land Size: Acres 5.00 (Gross) / 217,800 Square Foot
Unit Price as Vacant $: 75,000 per acre
Type Street: Jackson Road – Asphalt Paved
Utilities: Water, Electricity & Phone
Improvement(s) Description: N/A
Improvement(s) Size: N/A (GBA): N/A (NRA): N/A
Unit Price as Improved $: N/A
Condition and Functional Design: N/A
Current Use: Trucking Yard
Highest & Best Use: Commercial / Light Industrial
Date of Inspection: September 15, 2011
(September 21, 2010 Date of Photo)
Zoning: N/A
Flood Plain: N/A
Attach additional information as necessary.
At the time of sale the subject property was a vacant tract of land. The property is located along the western frontage of South Jackson Road, just south of Las Milpas Road. The property contains 159 lineal feet of frontage along the frontage of south Jackson Road, with a depth of 1,338 lineal feet.

Appraiser: Leonel Garza III
(Typed, not signed)
December 6, 2011
Date

COMPARABLE SALES MAP



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Explanation of Adjustments with Reconciliation:

During the analysis of the acquisition area, the value for the subject property as a whole or economic unit was determined. This determination of market value is utilized for the valuation of the proposed acquisition which is a pro-rata part of the whole. The local market and extended market was searched for comparable sales of which contained similar frontage along South McColl Road and other similar and intersecting thoroughfares. Each of the sales utilized are located within the market area and are the most comparable located in the market place of which all information pertinent to the transaction could be verified. Several sales were located within this parameter of which had occurred within the past four years. Three sales were selected which were the most comparable to the subject property and required the least number of adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts.

Sale No. 1 is located along the north side of W. Anaya Road, 1/10 mile west of S. Cage Boulevard. The subject property was marketed for commercial and industrial use. Due to the superior location of the sale downward -15% adjustment was required. Due to the subjects lack of sanitary sewer services, a downward -10% adjustment was indicated. In addition, a -5% adjustment for the type of road access, of which the sale is located along a municipally paved roadway while the subject property is located on McColl Road which is currently unpaved. No further adjustments were indicated due the similarities between the subject and comparable sale. Based on these adjustments, the subject property is indicated to have a unit value is $35,000 per acre.

Sale No. 2 is located along the north side of W. El Rancho Blanco Road, 1/2 mile west of S. Cage Boulevard. The subject property was marketed for residential development purposes. Due to the inferior location of the sale, an upward +50% adjustment was required. In addition, a -5% adjustment for the type of road access of which the sale is located along a municipally paved roadway, while the subject property is located on McColl Road, which is currently unpaved. No further adjustments were indicated due the similarities between the subject and comparable sale. Based on these adjustments, the subject property is indicated to have a unit value is $29,000 per acre.

Sale No. 3 is located at the western side of Jackson Road, south of Las Milpas Road, and West Anaya Road. An adjustment of -20% was indicated for the superior location of the sale property. A -10% downward adjustment for superior access to utilities as indicated. Due the subject property having direct access to Jackson Road, a highly traveled north to south thoroughfare, an adjustment of -5% was indicated for road frontage. A final adjustment of -15% was indicated for the difference in size of the tract. No other adjustments were, thereby indicated unit value is $37,500 per acre.

After reviewing the comparable sales selected, an unadjusted unit range of market value of $20,000 per acre to $75,000 per acre was indicated. After adjustments were made in paired sales analysis of the comparable to the subject property, an adjusted range of market value of $29,000 per acre to $37,500 per acre was determined. Based on the existing developments and surrounding land use within the immediate market area, a unit value near the upper end of the adjusted range was selected; $35,000 per acre.

Calculation For Part To Be Acquired
0.43 Acres x $35,000 / Acre = $15,050

ESTIMATED VALUE OF ACQUISITION

Land:	**0.43 Acres**	**@**	**$ 35,000**	**Per Acre**	**$ 15,050**
	18,731 Square Feet				

Improvements:

No Site Improvements	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Improvements	$ -

TOTAL ESTIMATED VALUE	**$**	**15,050**
Cost To Cure Damages	**$**	**-**
Estimated Total Compensation	**$**	**15,050**

ADDENDUM

1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualification of Appraiser
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information
6. Hidalgo County Appraisal District Card
7. Questionnaire
8. Warranty Deed

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice (2010-2011 Edition).*
- I have made a personal on-site and or off-site visit of the property that is the subject of this report based on the permissibility granted at the time of inspection.
- Luis C. Garza and Thomas M. Davis, State Certified General Real Estate Appraiser s with Leonel Garza Jr. & Associates LLC both provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis.
- No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an associate member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation. Leonel Garza III is designated as a Master Real Estate Appraiser through the National Association of Master Appraisers.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan
- This appraisal has been completed with the extraordinary assumption, that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and or by way of the Access Management Policy enacted by the State of Texas. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:
- "(d) In estimating injury or benefit under Subsection ©, the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owners experiences in common with the general community, *including circuity of travel and diversion of traffic.* In this subsection, 'direct access' to the remainder after the state's means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street or highway"

Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General
December 6, 2011

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable,. but no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.

11. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

General Limiting Conditions:

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

2. Possession of this report, or a copy thereof, does not carry with it the right of publication.

3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

5. If the property rights appraised are the "Leased Fee Estate", then the Final Indicated Market Value Estimate is based on the continued performance under the lease terms.

6. The original and one copy of this report have been signed in blue ink. Any other copy, which is not signed in blue may have been altered, and this appraiser is not responsible for its contents or value indicated.

Assumptions and Interpretations Made by Appraiser of the Marketing Period

1. Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

2. Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

QUALIFICATIONS OF APPRAISER – LEONEL GARZA III

The office of Leonel Garza Jr. & Associates LLC is owned and operated by Leonel Garza III. A company founded by Leonel Garza Jr. who was a commercial real estate appraiser for more than 25 years upon his passing in 1998. Leonel Garza III continued the family business to this day, concentrating on general commercial properties and right-of-way acquisition projects for more than 13 years. The office of Leonel Garza Jr. & Associates LLC contains three (3) General Certified Appraisers in total and several supporting staff members all located at 1419 Dove Avenue, Suite #1, McAllen, Texas. The following is a synopsis of the qualifications of Leonel Garza III and the public service organizations involved in with the County of Hidalgo and the City of McAllen.

Education

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)
Graduate, 1991 McAllen Memorial High School, McAllen, Texas

Licenses

State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2012 (Active)

State Certified Property Tax Consultant
Number TX – 00003181
Licensed Since May 20, 2002
Expires: June 16, 2012 (Active)

Public Service Organizations

Associate Member of the Appraisal Institute
Currently taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers
Designated as a Master Senior Appraiser in 2006 by the National Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

Associate Member of the International Right of Way Association (IRWA) (Member # 7899430)

Board Member of the City of McAllen Planning and Zoning Board
This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

Chairman of the Hidalgo County Subdivision Advisory Board
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney Generals Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The boards secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo.

Chairman of the Hidalgo County Building Line of Adjustments
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

Vice Chairman of the City of McAllen Traffic Board
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City . (Elected Vice Chairman 01/26/10)

Executive Board Member of the Lower Rio Grande Valley Boy Scouts Council
The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events world wide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.

Former Vice Chairman of the City of McAllen Ambulance Advisory Committee
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

Former Member of the City of McAllen Building Board of Adjustments and Appeals
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

Former Member of the Pharr Municipal Park Charter Committee
Appointed in 1998-1999, our goal was to establish a 103 acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X.

Member of The McAllen Palm City Lions Club
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago. In 2005 & 2006, the club raised funds to feed 60 family's throughout the City of McAllen.

Work Experience

Employee of Leonel Garza Jr. & Associates since 1990

State Certified General Real Estate Appraiser since December 31, 1998

Owner of G-3 Acquisitions which primary focus is custom commercial and multifamily residential construction and management.

Commercial and residential property manager throughout the City of McAllen & Pharr, Texas.

Licensed Property Tax Consultant Since 2000.

Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. who was a State Certified General Real Estate Appraiser & Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998. Appointed by Governor George W. Bush for two (2) terms.

Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

Certified General Real Estate Appraiser

Number: TX 1328375 G

Issued: 12/13/2010 Expires: 12/31/2012

Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LEONEL GARZA, JR. & ASSOCIATES, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 14-AUG-2010, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number: 1742948770900
File/Vendor Number: 14984
Approval Date: 09-AUG-2010
Expiration Date: 09-AUG-2014

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

CERTIFIED LETTER OF INSPECTION SENT TO PROPERTY OWNER OF RECORD

Leonel Garza Jr. & Associates LLC
Real Estate Appraisal Services

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236
Email: leonel3@garza-associates.com

September 22, 2011

Project: South McColl Road Project

Parcel No. 6
Wallace H. & Kay M. Graner
3006 Bee Cave Road, Suite B160
Austin, Texas 78746

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Precinct No. 2 to appraise various properties along South McColl Road. These properties shall be appraised as fee simple and shall be for the proposed acquisition to acquire right-of-way for the expansion and renovation of McColl Road. The project limits for the expansion is between Dicker Road North to Orangewood Drive. Attached is a survey of the property to be acquired. This office is requesting verbal or written permission to inspect the subject property at the earliest date possible. We would like to extend to you the opportunity to meet with our office in order to further explain the project and the purpose of the appraisal report.

The Hidalgo County Precinct No. 2 shall be negotiating the purchase of this portion of your property believed to be in the name of Wallace H. & Kay M. Graner. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295 or leonel3@garza-associates.com. I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If this letter does not pertain to you and or you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be preformed. If you have any further questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

With this letter I request permission to perform an on-site inspection and photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible. Thank you.

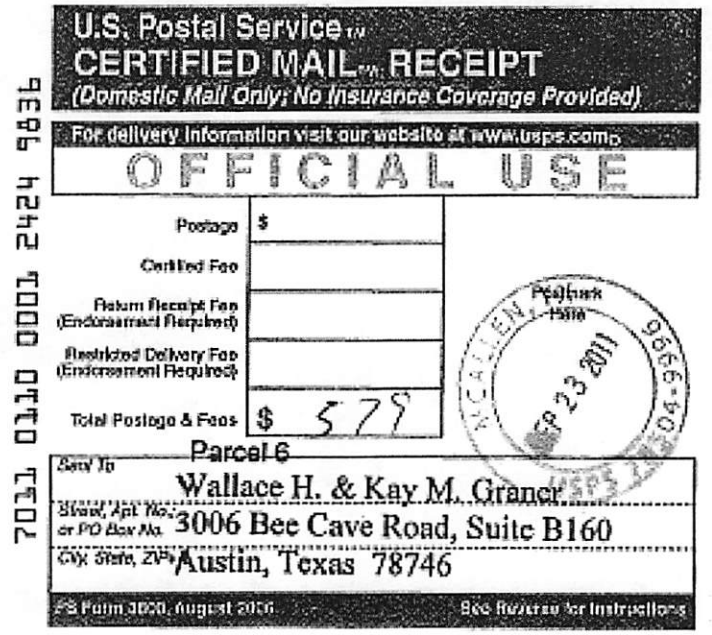
Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Precinct No. 2
Lupe Rodriguez
Co-Right of Way Agent
301 East State
Pharr, Texas 78577
(956) 787-1891

CERTIFIED LETTER TRACKING INFORMATION

7011 0110 0001 2424 9836



U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 579

Postmark Here

McALLEN, TX 78704-9996 SEP 23 2011 USPS

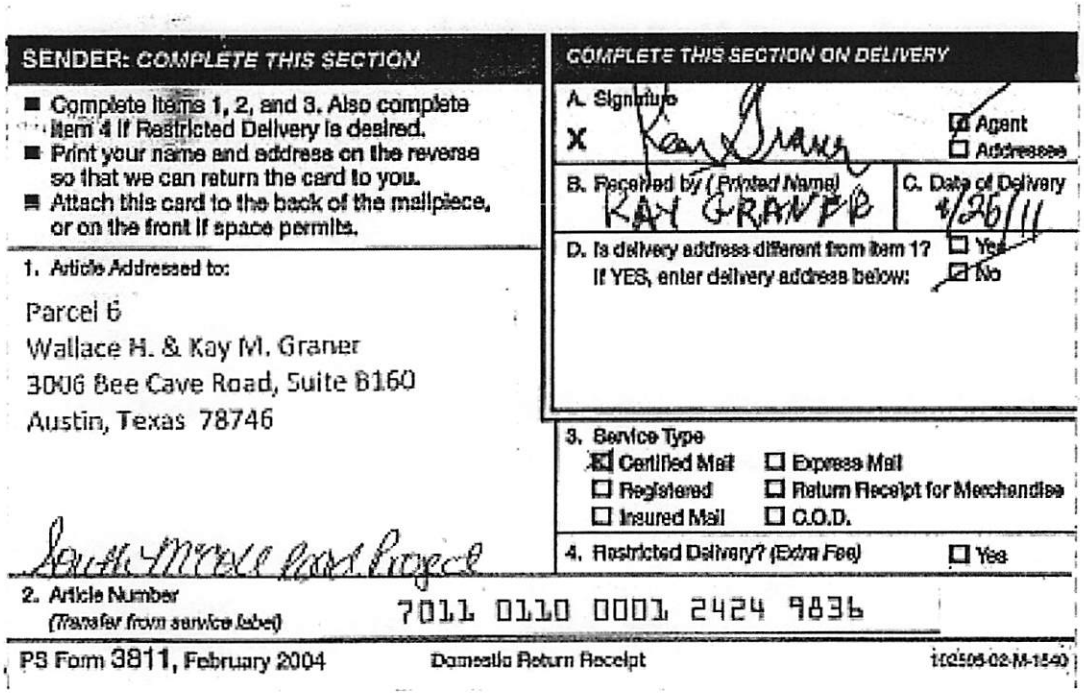
Parcel 6

Sent To: Wallace H. & Kay M. Graner

Street, Apt. No., or PO Box No.: 3006 Bee Cave Road, Suite B160

City, State, ZIP+4: Austin, Texas 78746

PS Form 3800, August 2006 — See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Parcel 6
Wallace H. & Kay M. Graner
3006 Bee Cave Road, Suite B160
Austin, Texas 78746

South McCall Road Project

2. Article Number (Transfer from service label) 7011 0110 0001 2424 9836

COMPLETE THIS SECTION ON DELIVERY

A. Signature: X Kay Graner — ☒ Agent ☐ Addressee

B. Received by (Printed Name): KAY GRANER

C. Date of Delivery: 4/26/11

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 — Domestic Return Receipt — 102595-02-M-1540

HIDALGO COUNTY APPRAISAL DISTRICT CARD

Hidalgo CAD

Property Search Results > 290338 GRANER WALLACE H & KAY M for Year 2011

Property

Account

Property ID:	290338	Legal Description:	STEELE & PERSHING S12.50AC S1/2-6 BLK 21 12.24AC NET
Geographic ID:	S5950-00-021-0006-02	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	S MCCOLL RD TX	Mapsco:	
Neighborhood:	STEELE & PERSHING	Map ID:	VOL 8 PG 115
Neighborhood CD:	S595000		

Owner

Name:	GRANER WALLACE H & KAY M	Owner ID:	197733
Mailing Address:	3006 BEE CAVE RD STE B160 AUSTIN, TX 78746-6787	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$0		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$55,080	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0	$0	
(+) Timber Market Valuation:	+	$0	$0	
(=) Market Value:	=	$55,080		
(–) Ag or Timber Use Value Reduction:	–	$0		
(=) Appraised Value:	=	$55,080		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$55,080		

Taxing Jurisdiction

Owner: GRANER WALLACE H & KAY M
% Ownership: 100.0000000000%
Total Value: $55,080

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$55,080	$55,080	$0.00
DR1	DRAINAGE DISTRICT #1	0.072500	$55,080	$55,080	$39.93
GHD	HIDALGO COUNTY	0.590000	$55,080	$55,080	$324.97
HCTIR	COUNTY - TRANSPORTATION REINVESTMENT ZONE	0.000000	$55,080	$55,080	$0.00
JCC	SOUTH TEXAS COLLEGE	0.149700	$55,080	$55,080	$82.45
R12	ROAD DIST 12	0.000000	$55,080	$55,080	$0.00
SPA	PSJA ISD	1.359200	$55,080	$55,080	$748.65
SST	SOUTH TEXAS SCHOOL	0.049200	$55,080	$55,080	$27.10
	Total Tax Rate:	2.220600			
				Taxes w/Current Exemptions:	$1,223.10
				Taxes w/o Exemptions:	$1,223.11

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	12.2400	533174.40	0.00	0.00	$55,080	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2012	$0	$55,080	0	55,080	$0	$55,080
2011	$0	$55,080	0	55,080	$0	$55,080
2010	$0	$55,080	0	55,080	$0	$55,080
2009	$0	$55,080	0	55,080	$0	$55,080
2008	$0	$55,080	0	55,080	$0	$55,080
2007	$0	$24,847	0	24,847	$0	$24,847
2006	$0	$24,847	0	24,847	$0	$24,847
2005	$0	$24,847	0	24,847	$0	$24,847
2004	$0	$24,847	0	24,847	$0	$24,847
2003	$0	$24,847	0	24,847	$0	$24,847

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	9/25/1996 12:00:00 AM	CONV	CONVERSION	GRANNER WALLAC	GRANER WALLACE			552612
2	10/14/1993 12:00:00 AM	CONV	CONVERSION	MCGRATH BRADLE	GRANNER WALLAC			348343
3	7/22/1992 12:00:00 AM	CONV	CONVERSION	GRANER WALLACE	MCGRATH BRADLE	3296	382	

Tax Due

Property Tax Information as of 08/18/2011

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

Leonel Garza Jr. & Associates LLC

Appraisal Services Questionnaire – South McColl Road Project

September 22, 2011

The following information is required in order to expedite the completion of appraisal reports requested by the Hidalgo County Right-of-Way Department. If there are any questions or concerns, you can contact Leonel Garza III of Leonel Garza Jr. & Associates LLC at (956) 687-7295 or by email at leonel3@garza-associates.com.

1. **Parcel No.** 10 — See Attached Plat ! Map
2. **Owner(s) of Record:** Wallace & Kay Graner
3. **Who Is Authorized To Make Decisions For This Property?** Wallace Graner
4. **Contact Numbers:** 512-328-2344 Daily 8 AM to 9 PM
5. **Mailing Address:** 3006 Bee Caves Rd Ste B-160 Austin, TX 78746
6. **Date of Purchase:** ? (Several Yrs. Ago)
7. **Original Purchase Price of Property:** $? (don't Remember)
8. **Number of Acres (SF) Purchased:** 12.5
9. **Do You Have A Current Survey of The Subject Property?**
   ☐ Yes ☐ No ?
10. **Do You Have An Opinion of Value of Your Property?**
    ☒ Yes ☐ No
    Explain Current Offerings on Adj. Property $1.50/SF.
11. **Have There Been Any Recent Changes In Ownership In The Past Five Years?**
    ☐ Yes ☒ No
    Explain _____
12. **Are There Any Leases and or Pending Subdivisions?**
    (building leases, farming leases, re-platting, proposed subdivision ect.)
    ☐ Yes ☒ No
    Explain _____

QUESTIONNAIRE PAGE (2 OF 3)

13. **Any Underground Site Improvements Along The Frontage Of The Subject Property?**

☐ Yes ☒ No

Explain _____

14. **Comments, Concerns or Special Request:** _____

15. **Does the Office of Leonel Garza Jr. & Associates LLC have permission to enter your property to photograph and measure any land and improvements which may be affected by the proposed acquisition?**

☒ Yes ☐ No

Would you like to be with the Appraiser for an on-site inspection of the subject property?

☐ Yes ☒ No

If NO, do you acknowledge that the Appraiser has afforded you or representative the opportunity to inspect the subject property, but decline?

☒ Yes ☐ No

Note: Leonel Garza Jr. & Associates LLC shall be available during normal working hours to answer any questions or concerns you may have in the future. Please be sure to detach the business card attached which contains the contact information of Leonel Garza Jr. & Associates LLC.

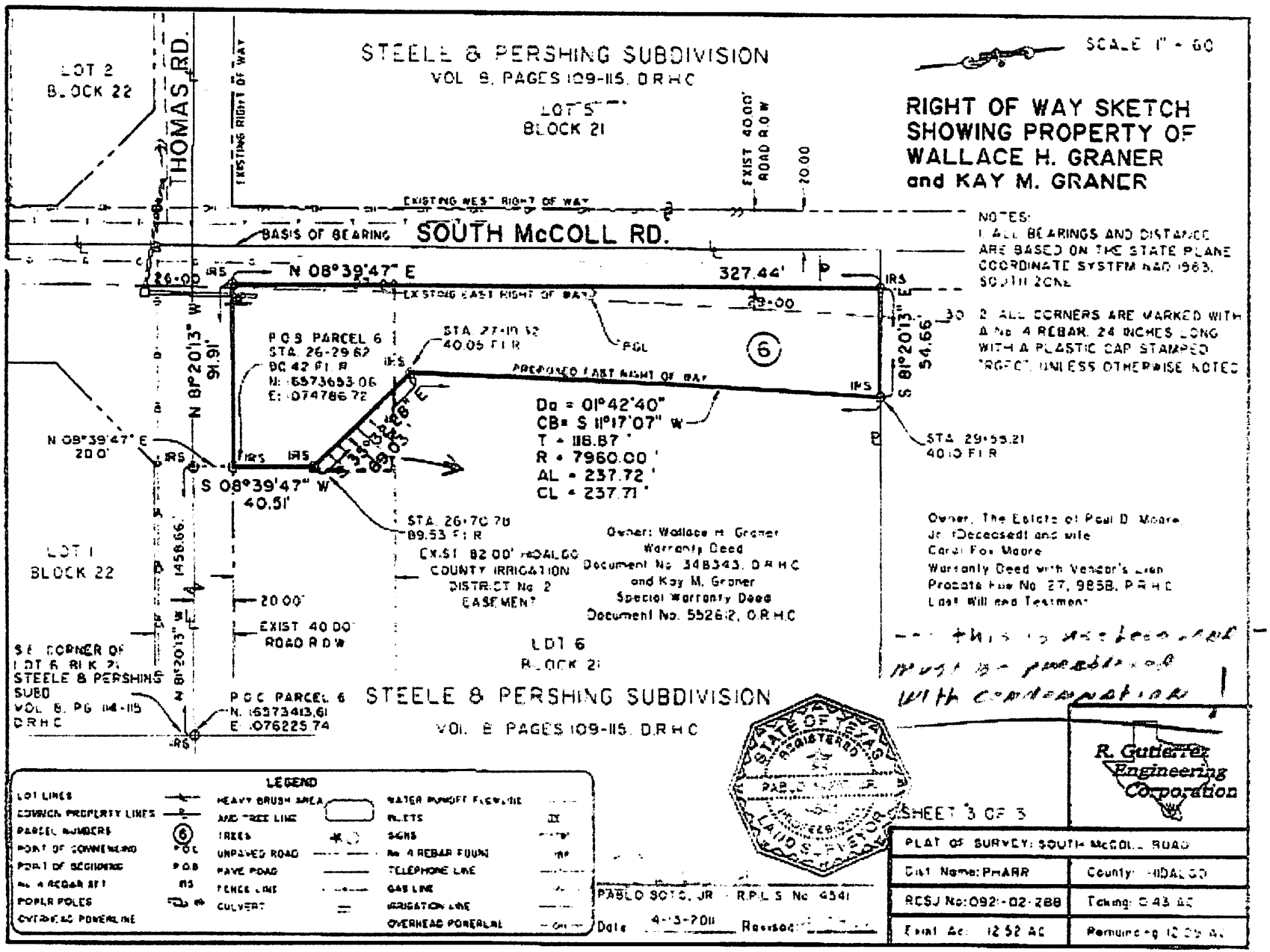
Authorized Signature Sept 27, 2001 **Date**

Wallace Graner
Print Name

GRANER
ASSOCIATES, INC.
Wallace H. Graner
Broker

Office: (512) 328-2344
Fax: (512) 328-2399
wallace@graner.com

3006 Bee Caves Rd.
Suite #B-160
Austin, Texas 78746


STEELE & PERSHING SUBDIVISION
VOL 8, PAGES 109-115, D R H C
SCALE 1" = 60'
RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
WALLACE H. GRANER
and KAY M. GRANER
LOT 2
BLOCK 22
THOMAS RD.
EXISTING RIGHT OF WAY
LOT 5
BLOCK 21
EXIST 40.00' ROAD R.O.W.
20.00
EXISTING WEST RIGHT OF WAY
BASIS OF BEARING
SOUTH McCOLL RD.
N 08°39'47" E
327.44'
26.00
IRS
EXISTING EAST RIGHT OF WAY
29.00
P O B PARCEL 6
STA. 26+29.62
90.42 F I R
N: 6573693.06
E: 1074786.72
STA. 27+19.52
40.05 F I R
P O L
PROPOSED EAST RIGHT OF WAY
N 8°20'13" W
91.91'
S 81°20'13" E
54.66'
Da = 01°42'40"
CB = S 11°17'07" W
T = 118.87'
R = 7960.00'
AL = 237.72'
CL = 237.71'
N 08°39'47" E
20.0'
S 08°39'47" W
40.51'
STA. 29+55.21
40.10 F I R
STA. 26+70.78
89.53 F I R
EXIST 82.00' ROAD & COUNTY IRRIGATION DISTRICT No. 2 EASEMENT
Owner: Wallace H. Graner
Warranty Deed
Document No. 348343, D R H C
and Kay M. Graner
Special Warranty Deed
Document No. 552612, O R H C
Owner: The Estate of Paul D. Moore Jr. (Deceased) and wife
Carol Fox Moore
Warranty Deed with Vendor's Lien
Probate File No. 27, 985B, P R H C
Last Will and Testament
LOT 1
BLOCK 22
1458.66'
20.00'
EXIST 40.00' ROAD R.O.W.
LOT 6
BLOCK 21
S.E. CORNER OF LOT 6, BLK 21 STEELE & PERSHING SUBD VOL. 8, PG 114-115 D R H C
P O C PARCEL 6
N: 6573413.61
E: 1076225.74
STEELE & PERSHING SUBDIVISION
VOL. 8 PAGES 109-115, D R H C
NOTES:
1. ALL BEARINGS AND DISTANCE ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.
2. ALL CORNERS ARE MARKED WITH A No. 4 REBAR, 24 INCHES LONG WITH A PLASTIC CAP STAMPED "RGEC" UNLESS OTHERWISE NOTED
this is accessible
must be improved
with compensation
LEGEND
LOT LINES
EXISTING PROPERTY LINES
PARCEL NUMBERS
POINT OF COMMENCING
POINT OF BEGINNING
No. 4 REBAR SET
POPLAR POLES
OVERHEAD POWERLINE
HEAVY BRUSH AREA
TREE LINE
TREES
UNPAVED ROAD
PAVE ROAD
FENCE LINE
CULVERT
WATER RUNOFF FLOWLINE
INLETS
SIGNS
No. 4 REBAR FOUND
TELEPHONE LINE
GAS LINE
IRRIGATION LINE
OVERHEAD POWERLINE
STATE OF TEXAS
REGISTERED
PABLO SOTO, JR.
4541
LICENSED
LAND SURVEYOR
PABLO SOTO, JR. R.P.L.S. No. 4541
Date 4-13-2011
Revised
R. Gutierrez Engineering Corporation
SHEET 3 OF 3
PLAT OF SURVEY: SOUTH McCOLL ROAD
Dist. Name: PHARR
County: HIDALGO
RCSJ No: 092-02-288
Taking: 0.43 AC
Exist. Ac: 12.52 AC
Remaining: 12.09 Ac.

WARRANTY DEED (Page 1 of 2)

SPECIAL WARRANTY DEED

552612

THE STATE OF TEXAS }
} KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS }

THAT WALLACE H. GRANER ("Grantor"), for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by Grantee herein, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto KAY M. GRANER, ("Grantee"), an undivided one half (1/2) interest in and to all of Grantor's property, together with all improvements thereon and all rights, titles, and interests appurtenant thereto, described as: The South 12.5 acres of the South 25 acres of Lot 6, Block 21, Steel & Pershing Subdivision of Porciones 66 and 67, Hidalgo County, Texas; all as more fully set forth and described in Deed from Marshall Magee, d/b/a/ Magee Land, Farm & Cattle Company, to Wallace Graner, dated September 21, 1973, and filed for record in the office of the County Clerk of Hidalgo County Texas, on September 25, 1973, reference to such deed being here made for all purposes.

This conveyance is made by Grantor and accepted by Grantee, subject to all liens and mortgages and all easements, reservations, covenants, encumbrances, restrictions, and other matters of record in the Official Public Records of Travis County, Texas, but only to the extent they are still in effect and shown of record in Travis County, Texas, and are presently valid and subsisting and affect the land described hereinabove, or any portion thereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee and the Grantee's heirs, executors, administrators and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the Grantee and the Grantee's heirs, executors, administrators and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor.

The address of Grantee is:
3504 Winding Creek Drive
Austin, Texas 78735-1480

EXECUTED ON THE 18 DAY OF Sept, 1996.

WALLACE H. GRANER

THE STATE OF TEXAS }
COUNTY OF TRAVIS }

This instrument was acknowledged before me on this the 18 day of Sept, 1996. by WALLACE H. GRANER.

Annette V. Smith
Notary Public in and for the State of TEXAS

Annette V. Smith
Printed Name of Notary

My Commission Expires: 7-20-98

AFTER RECORDING RETURN TO:

Wallace H. and Kay M. Graner
3006 Bee Caves Rd, Suite B-160
Austin, Texas 78746-5540

ANNETTE V. SMITH
NOTARY PUBLIC
State of Texas
Comm. Exp. 07-20-98

Filed for Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

On: Sep 25,1996 at 09:58A

As a
Recording

Document Number: 552612
Total Fees : 9.00

Receipt Number - 54643
By,
Mary Lou Cantu

AI -48668 **Precinct #2** **19. B.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval to issue payment to Barrera Sanchez & Assoc. in trust for Maria Elvia Gonzalez for Parcel 101 of the Pct 2 North I Rd Project that was previously approved through Special Commissioners Condemnation hearing on February 27, 2008 in the amount of $27,080.00 and subsequently appealed and settled out of court Dec 22, 2014 in the amount of $52,747.00 reflecting a difference of 25,667.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1315-431-00-122-016-0-710

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

BUDGETARY IMPACT:

Funds available as of 2/27/15.

Attachments

Attachment 1

Attachment 2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/27/2015 02:38 PM
Glinda Pacheco	Glinda Pacheco	02/27/2015 04:11 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Erika Zamora		Started On: 02/26/2015 01:24 PM
Final Approval Date: 02/27/2015		

ATLAS, HALL & RODRIGUEZ, LLP

ATTORNEYS AT LAW

P.O. BOX 3725 (78502-3725)
818 W. PECAN BLVD. (78501-2418)
McALLEN, TEXAS
TEL. (956) 682-5501 FAX (956) 686-6109
ATLASHALL.COM

TRAVIS COUNTY OFFICE
7200 N. MOPAC EXPY., STE 430
AUSTIN, TEXAS 78731
TEL. (512) 583-0579
FAX (956) 574-9337

gskazen@atlashall.com
(956) 632-8200 Direct Line

CAMERON COUNTY OFFICE
50 W. MORRISON RD., STE A
BROWNSVILLE, TEXAS 78520-7262
TEL. (956) 574-9333
FAX (956) 574-9337

January 8, 2015

Mr. Jaime Salinas
Hidalgo County Precinct 2
300 West Hall Acres
Pharr, Texas 78577

Via Electronic Mail

Re: Cause No. CCD-1423-D; Hidalgo County, Texas vs. Maria Elvia Gonzalez; In the County Court at Law No. Four of Hidalgo County, Texas

Jaime:

As you are aware, the referenced matter, previously under the supervision of former Right-of-Way Director Joe Pena, involves the acquisition of property for the North "I" Road Project, Phase II. The original style of the case was Hidalgo County vs. Elvia V. Ramirez, Olinda Ramirez, Amador Ramirez, Jr., Rosalinda R. Sanchez, Oscar Ramirez, Aurora Ramirez, Eva Ramirez Vega, Raquel Ramirez, Abel Ramirez, Elvia Ramirez Gonzalez, Rodolfo Ramirez, Paul Bass, Rachel Anita Gomez Bass Wahl, Belinda Jane Bass Grange, All Unknown Heirs of Genoveva Ramirez Sustaita (Deceased) and All Unknown Heirs of Amador Ramirez (Deceased).

Due to the extensive title and heirship issues as evidenced by the parties named above, a special commissioners' hearing was required and was held on February 27, 2008. The appraisal presented by the County of Hidalgo at that time listed the market value of the property to be acquired at $27,080.00. Special Commissioners Mario Garcia, Rick Liscano and Mary Ramirez, followed our recommendation and entered an award of $27,080.00, which was subsequently deposited into the registry of the court, thereby allowing the County to take possession of the property. Marcus Barrera, as counsel for the defendants, filed an objection to the award on March 13, 2008, claiming that the amount awarded was inadequate.

Since that time, Marcus Barrera has initiated multiple outside legal proceedings to clear title and establish Maria Elvia Gonzalez as the sole owner of the property. As a result of numerous status hearings, and despite several docket control conferences to establish a court date, the trial of the condemnation has been delayed continually in order to allow opposing counsel the opportunity to establish the identity of the defendant and clear title to the property. Following the conclusion of Mr. Barrera's legal work to establish title, two meetings were held with the title examiner, resulting in the recent updated title commitment identifying Maria Elva

Gonzalez as the sole owner of the property. Written discovery was exchanged between the parties and the condemnation is currently pending trial.

In August 2014 defendant presented a settlement demand for $99,495.00 (less the $27,080.00 already deposited) and outlined several damage and valuation issues, including updated costs for replacement of certain improvements impacted by the taking. An informal settlement conference was held in September 2014 attended by counsel for both parties, appraiser Leonel Garza ,III, and yourself. As a result of that conference, Leonel Garza agreed to review, update and revise his appraisal. The updated appraisal, a copy of which is attached, was concluded on December 22, 2014, and included an updated value of $52,747.00, representing a difference of $25,667.00 above the $27,080.00 value listed in the prior appraisal, which was the amount of the registry deposit pursuant to the Award of the Special Commissioners. Following his review of the appraisal, Marcus Barrera, on behalf of defendant, agreed to accept the total amount of $52,747.00 to settle and conclude this matter.

In light of the anticipated expense of continuing discovery, defendant's damage claims, pretrial hearings, and the uncertainty of a potentially prolonged jury trial, acceptance of defendant's offer to accept $52,747.00 in settlement would likely be in the best economic interest of all parties. Please let us know if the County agrees to such offer. If so, we will proceed with the preparation of an agreed judgment and release of lis pendens pending receipt of the additional $25,667.00 in settlement funds for deposit into the registry.

Let me know if you have any questions or need any additional information. Thank you.

Very truly yours,

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Gregory S. Kazen

GSK/ybo

Enclosure: Updated Appraisal

AI -48698 **Precinct #2** **19. C.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

1. Approval of Interlocal Agreement between the City of Pharr and the County of Hidalgo, Texas through Precinct 2 and Precinct 4 to reconstruct Owassa Road from Jackson Rd to Sugar Rd.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project to reconstruct Owassa Road from Jackson Rd to Sugar Rd.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-XXX-0-841

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

BUDGETARY IMPACT:

Funding will be transferred into project account in the amount of $37,977.08 through AI#48669. Interlocal Agreement contribution is $75,954.15. Precinct 2 and Precinct 4 will be splitting the cost in equal portions.

Reference from Interlocal:
The County, at its own cost, will provide all engineering design and technical assistance required by County's in house engineer(s) subject to City's approval of such engineering.

County, through Precinct 2 and Precinct 4 shall reconstruct the Road to County standard requirements. The estimated cost of the reconstruction of the Road is approximately Seventy Five Thousand Nine Hundred Fifty Four and 15/lOOths Dollars ($75,954.15) which Precinct 2 and Precinct 4 will pay the final cost of the reconstruction of the Road in equal proportions.

Maintenance of the Road within the corporate limits shall remain the responsibility of the City following the reconstruction of the Road. County following the reconstruction of the Road shall have no further obligation to

maintain the Road.

Attachments

Interlocal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/27/2015 02:39 PM
Manuel Chapa	Manuel Chapa	02/27/2015 05:00 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Erika Zamora		Started On: 02/27/2015 01:32 PM
Final Approval Date: 02/27/2015		

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND THE CITY OF PHARR TEXAS

THIS Interlocal Cooperation Agreement is made on the ____ day of _____, 2015 by and between the County of Hidalgo Texas, hereinafter referred to as "County" and the City of Pharr, Texas, hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act.

WHEREAS, a portion of Owassa Road, from the TxDot transition point at the intersection of Jackson Road and Owassa to the TxDot transition point at the Owassa and Sugar Road (the "Road");

WHEREAS, the Road lies within the corporate limits of the City of Pharr and the Road which will be reconstructed has a length of approximately 2788 LF;

WHEREAS, the Road requires reconstruction;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable;

WHEREAS, it would serve a legitimate county purpose to reconstruct the Road as the Road is a connecting link to roads of the County; and

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et.seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. County, through Precinct 2 and Precinct 4 shall reconstruct the Road to County standard requirements. The estimated cost of the reconstruction of the Road is approximately Seventy Five Thousand Nine Hundred Fifty Four and 15/100ths Dollars ($75,954.15) which Precinct 2 and Precinct 4 will pay the final cost of the reconstruction of the Road in equal proportions.

2. The County, at its own cost, will provide all engineering design and technical assistance required by County's in house engineer(s) subject to City's approval of such engineering.

3. As the Road provides a major interconnecting link to the County's road system County finds the reconstruction of the Road is a county purpose as the Road connects two TxDot transition points and is an integral part of the road system of the County.

4. City, pursuant to Tex. Trans. Code 251.012, City authorizes County to perform the work and services described herein within its corporate city limits.

5. Maintenance of the Road within the corporate limits shall remain the responsibility of the City following the reconstruction of the Road. County following the reconstruction of the Road shall have no further obligation to maintain the Road.

6. Reconstruction of the Road shall take no longer than thirty (30) days following City's notice to proceed with the reconstruction of the Road issued to County by City.

7. 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.

8. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between 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.

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

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

11. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the

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

If to City:	City of Pharr Attention: Leopoldo "Polo" Palacios, City Mayor P.O. Box 1729. Pharr, Texas 78577
If to County:	County of Hidalgo County Attention: County Judge Ramon Garcia P.O. Box 758 Edinburg, Texas 78540-0758
With copies to:	Commissioner Eduardo "Eddie" Cantu, Precinct 2 300 W. Hall Acres, Suite G Pharr, Texas 78577
	Commissioner, Precinct No. 4 Attention: Joseph Palacios 1102 N. Doolittle Road Edinburg, Texas 78539

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

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

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

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

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

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

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

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

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

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

CITY OF PHARR

_____
Leopoldo "Polo" Palacios, Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

THE PRUNEDA LAW FIRM

_____

Michael Pruneda

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

_____

Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through Precinct 2 and Precinct 4 and the City of Pharr, Texas shall reconstruct a portion of Owassa Road from the TxDot transition point at the intersection of Jackson Road and Owassa to the TxDot transition point at the intersection of Owassa and Sugar Road (the "Road") which Road lies within the corporate limits of the City of Pharr.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI -48636 **Precinct #2** **19. D.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Approval of Interlocal Agreement between the City of Pharr and the County of Hidalgo, Texas to assist one another in multiple projects to be defined by mutual agreement in which both the City and the County will benefit from the outcome of the work.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project(s).

BACKGROUND

Fiscal Impact

Attachments

ICA
Legal Approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/26/2015 10:10 AM
Obdett Calzada	Obdett Calzada	02/27/2015 04:54 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Erika Zamora		Started On: 02/24/2015 06:56 PM
Final Approval Date: 02/27/2015		

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
CITY OF PHARR, TEXAS

THIS Agreement is made on this the ___ day of _____, 2015 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County", and **CITY OF PHARR** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, Hidalgo County is a county created in Texas;

WHEREAS, Pharr is a home rule city located in Texas;

WHEREAS, City desires to assist County in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work");

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

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and materials. County shall be solely responsible for determining the current rate for its equipment and City agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County equipment and materials shall be subject to the approval of the Commissioner of Precinct 2 determining that such equipment and materials are not required by the Commissioner for the times requested by the City.

2. County shall provide City with man power at the current hourly rates for County employees required to complete the Work. Prior to City utilizing County employees, City shall request and receive the current hourly rates of County employee including benefits and other costs associated with the employment of each such County employee. County shall be solely responsible for determining the current hourly rate for its employees and City agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County employees shall be subject to the approval by the

Commissioner of Precinct 2 determining that the County employees so requested by the City are not required for projects of Precinct 2 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at the current prices to the City for such equipment and materials for the furtherance of the Work. City shall be solely responsible for determining the current rate for its equipment and County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager of City determining that such equipment and materials are not required by the City for the times requested by the County.

4. City shall provide County with employees at the current hourly rates to City for City employees required to complete the Work. Prior to County utilizing City employees, County shall request and receive the current hourly rates of City employees required to complete the work. Hourly rates shall include all benefits and other costs associated with the employment of each City employee. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City employees shall be subject to the approval by the City Manager determining that the City employees so requested by the County are not required for projects of City at the time requested by County.

5. The parties agree that all other costs associated with the Work shall be the responsibility of each respective entity in its entirety.

6. Term. The term of this Agreement shall be for one (1) year with the option to renew for five (5) additional one year terms upon the same terms and conditions described herein except that all prices for employees, equipment and materials are subject to change at any time and without notice to the other party.

7. Upon a change in price for employees for County employees, equipment or materials, the County shall notify the City within ten (10) working days for any ongoing Work and before beginning any new Work.

8. Upon a change in price for employees for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any on-going Work and before beginning any new work.

9. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

10. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is

any conflict between any provision of 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 times such conflict exists.

11. **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.

12. **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 City and County and not otherwise.

13. **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.

14. **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 City:	City of Pharr Attention: Fred Sandoval, City Manager 118 S. Cage Blvd. Pharr, Texas 78577
If to County:	Hidalgo County Attn: Ramon Garcia, County Judge 302 W. University Dr. Edinburg, TX 78539
With copy to:	Commissioner, Precinct 2 Eduardo "Eddie" Cantu 300 West Hall Acres, Suite G Pharr, Texas 78577

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

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

16. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns where permitted by this Agreement.

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

18. **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.

19. **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.

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

21. **Prior Agreements.** This Agreement supersedes and terminates that certain interlocal agreement between the parties hereto dated September 16, 2008.

22. **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.

23. **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. Section 271.903.

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

CITY OF PHARR

By: _____
Leopoldo "Polo" Palacios, Jr. Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project. County and City desires to assist each other in projects to be defined by mutual agreement through an Interlocal Cooperation agreeing to assist each other with equipment, materials and manpower.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Zimbra **erika.zamora@co.hidalgo.tx.us**

County and City of Pharr

From : Stephen L. Crain <scrain@atlashall.com> Mon, Feb 23, 2015 02:13 PM
Subject : County and City of Pharr 2 attachments
To : erika zamora <erika.zamora@co.hidalgo.tx.us>

Good Afternoon Erika:

Attached is the revised mutual covenants agreement between County and City of Pharr.

Thank you,
Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

Atlas Hall Rodriguez

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This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

Atlas Hall Rodriguez **image001.jpg**
5 KB

ICA Between Hidalgo County and City of Pharr mutual covenants.pdf
2 MB

AI -48661 **Precinct #4** **20. A.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Joseph Palacios, COMM. PCT. #4

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

1. Approval of Certification of Revenues by the County Auditor for the cost participation from Wyatt Ranches of Texas for road construction of the intersection of Chapa Road and Brushline Road.

2. Approval of 2015 appropriation of funds in the amount of $3,106.77 for the road construction of the intersection of Chapa Road and Brushline Road.

BACKGROUND

Receipt No: 184044

Reference: AI# 48359

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1200-431-00-124-007-0-721

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

BUDGETARY IMPACT:

Funds available as of 02/25/15
See PO# 720944

Revenue Account: 5-1200-364-00-124-000-0-000

Attachments

Wyatt Ranch
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/26/2015 02:13 PM
Manuel Chapa	Manuel Chapa	02/27/2015 11:17 AM
Auditor's Office	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Veronica Lopez Started On: 02/25/2015 04:10 PM
Final Approval Date: 02/27/2015

COUNTY of HIDALGO

JOSEPH PALACIOS
1051 N . DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3312
FAX: (956) 381-5905

COUNTY COMMISIONER, PCT. NO. 4

Memorandum

To: **Ray Eufracio, CPA, County Auditor**

From: **Joseph Palacios, County Commissioner, Pct. No. 4** JPO

Date: **Wednesday, February 25, 2015**

Subject: **Pct. 4 Chapa Road and Brushline Road Overlay- Wyatt Ranches of Texas**

Cc: **Linda Fong, 1st Assistant County Auditor**
Becky Luna, Director of Accounting

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to account # 5-1200-364-00-124-000-0-000, Receipt No. 184044 for the cost participation from Wyatt Ranches of Texas for road construction of the intersection of Chapa Road and Brushline Road (approved AI-48359, CC 02/17/15).

The total amount requested is $3,106.77.

The agenda item to approve the Certification of Revenues and appropriation of cost participation is AI-48661 CC date 03/03/15.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 383-3112 ext. 4019.

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 184044

Received From: WYATT RANCHES OF TEXAS, LLC PCT. 4 Date 02/26/15

1	2581	R&B PCT4-CONTRIBUTIONS & DONATIONS	5-1200-364-00-124-000-0-000	3,106.77

Total: **3,106.77**

Check Total	3,106.77
Cash Total	.00
Credit Total	.00
Other Total	.00

2581

WYATT RANCHES OF TEXAS, LLC
3355 W ALABAMA ST., STE. 500
HOUSTON, TX 77098

MutualofOmahaBank
Telephone Banking 866-351-5646

27-289-1040

2/17/2015

PAY TO THE ORDER OF Hidalgo County

$ **3,106.77

Three Thousand One Hundred Six and 77/100********** DOLLARS

Hidalgo County
1051 N. Doolittle Rd
Edinburg TX 78542

MEMO Paving Material on Chapa Road

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈002581⑈ ⑆104002894⑆ 930008439 9⑈

WYATT RANCHES OF TEXAS, LLC

2581

Hidalgo County

2/17/2015

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/17/2015	Bill	02172015	3,106.77	3,106.77		3,106.77
					Check Amount	3,106.77

Mutual of Omaha Bk - Paving Material on Chapa Road 3,106.77

AI -48359 **Precinct #4 18. A.**

CC - REGULAR

Meeting Date: 02/17/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

Discussion and possible action of accepting cost participation from Wyatt Ranches of Texas, LLC for road construction of the intersection of Chapa Road and Brushline Road. Pct. 4 will provide labor and equipment.

BACKGROUND

The precinct completed the project on 2/11/15. The Wyatt Ranches participation was for materials only. This is the information as it pertains to the materials used for this project:

Under contract with Ergon Asphalt (C-14-315-09-03) we have our SS1 oil set price at $3.3118 per gallon at 1,000 gallons or less. The precinct used 150 gallons of SS1 oil for this project.

$3.3118 x 150 gallons = $496.77

Under contract with Frontera Materials (E-14-089A-03-11) we have our D Limestone set price at $58.00 per ton. The precinct hauled 45 tons of D Limestone for this project.

$58.00 x 45 tons = $2,610.00

Therefore, the total cost for the materials for this projects is:

$2,610.00 + $496.77 = $3,106.77

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Pct. 4 will provide labor and equipment.

Estimated material cost $3,106.77 - Wyatt ranches donation

Attachments

EMAIL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/04/2015 03:57 PM

Sylvia Solis	Debbie Tamez	02/11/2015 10:12 AM
Manuel Chapa	Manuel Chapa	02/12/2015 04:09 PM
Purchasing Department	Monica Badillo	02/13/2015 05:22 PM

Form Started By: Monica Badillo Started On: 02/03/2015 09:12 AM

Final Approval Date: 02/13/2015

DATE: February 26, 2015

2015
Appropriation

AI- 48661

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Pct. #4 Rd. Maint.

ACCOUNT NUMBER: 5-1200-431-00-124-007-0-721

Contact Person: Veronica L. Davis **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
5-1200-431-00-124-007-0-721	PCT4 RD MAINT- ROADS	3,106.77
5-1200-364-00-124-000-0-000	R&B PCT4- CONTRIBUTIONS & DONATIONS	$3,106.77
	TOTAL BUDGET INCREASE (DECREASE)	**3,106.77**

REASON: Appropriation of funds from Wyatt Ranches of Texas for road construction of Chapa Road and Brushline Road in the amount of $3,106.77.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI -48637 **HIDTA - Task Force** **21. A.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Authorization to upgrade to nine (9) Smartphones with accessories and continue with one (1) MiFi mobile broadband through the County's membership/participation with Contract DIR-SDD-1779 (Requisition#00272436) with awarded vendor VERIZON WIRELESS with the following:

QTY	DESCRIPTION	DEPT.	EMP. NO.	SERVICE TOTAL	EQUIPMENT TOTAL
1	Smartphone	270	207900	Americas Choice 400 Share ,email & data; $49.99+$5.00 taxes & fees=$54.99 monthly One time charge for accessories-Defender Case and car charger $39.62	$39.62
1	Smartphone	270	153818	Americas Choice 400 Share ,email & data; $49.99+$5.00 taxes & fees=$54.99 monthly One time charge for accessories-Defender Case and car charger $39.62	$39.62
1	Smartphone	270	175145	Americas Choice 400 Share ,email & data; $49.99+$5.00 taxes & fees=$54.99 monthly One time charge for accessories-Defender Case and car charger $39.62	$39.62
1	Smartphone	270	208159	Americas Choice 400 Share ,email & data; $49.99+$5.00 taxes & fees=$54.99 monthly One time charge for accessories-Defender Case and car charger $39.62	$39.62
1	Smartphone	270	149098	Americas Choice 400 Share ,email & data; $49.99+$5.00 taxes & fees=$54.99 monthly One time charge for accessories-Defender Case and car charger $39.62	$39.62
1	Smartphone	270	208035	Americas Choice 400 Share ,email & data; $49.99+$5.00 taxes & fees=$54.99 monthly One time charge for accessories-Defender Case and car charger $39.62	$39.62
1	Smartphone	270	Spare	Americas Choice 400 Share ,email & data; $49.99+$5.00 taxes & fees=$54.99 monthly One time charge for accessories-Defender Case and car charger $39.62	$39.62

1	Smartphone	270	Spare	Americas Choice 400 Share ,email & data; $49.99+$5.00 taxes & fees=$54.99 monthly One time charge for accessories-Defender Case and car charger $39.62	$39.62
1	Smartphone	270	Spare	Americas Choice 400 Share ,email & data; $49.99+$5.00 taxes & fees=$54.99 monthly One time charge for accessories-Defender Case and car charger $39.55	$39.55
1	MiFi Mobile Broadband	270	Spare	4G Broadband Unlimited access $37.99+$5.00 taxes &fees= $42.99 monthly	.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1252-412-00-270-012-0-532

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

BUDGETARY IMPACT:

Funds available through REQ# 272436 as of 2/27/15.

Attachments

revised quote

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/26/2015 02:12 PM
Obdett Calzada	Obdett Calzada	02/27/2015 04:56 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Nelda Olivarez		Started On: 02/25/2015 08:41 AM
Final Approval Date: 02/27/2015		

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-SDD-1779 for Wireless Voice, Data Services and Equipment

Date: February 26, 2015

Customer Name: Hidalgo County Task Force

Sales Representative: Carlos Zavala

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-SDD-1779. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779

WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

QUOTE ID	15226150531
DATE	2/26/2015
TERM	Annual (12 Months)
PAGE	1 of 2

WIRELESS PROPOSAL FOR: Hidalgo County Task Force

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL $64.09 0408 (Must Add Feature Code 73502)	9	$49.99	400	UNLIMITED	Unlimited	3,600	$0.25	$449.91	$5,398.92
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	9					3600		$449.91	$5,398.92

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99 1210	1	$37.99	N	Unlimited	$0.00	$37.99	$455.88
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	1					$37.99	$455.88

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]:	$5,854.80

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
4G Galaxy S4 16GB (PP $20+, plus required BB/PDA bolt on feature)	9	$0.00	$0.00
Verizon Wireless MiFi 6620 (PP $27.99+)	1	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	10		$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
Otterbox Defender Case	9	$49.99	$32.50	$292.50
Carchargers 10 pack	1	$99.99	$64.01	$64.01
				$0.00
				$0.00
				$0.00
				$0.00
	10			$356.51

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$356.51

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$487.90	$5,854.80
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$356.51
INVESTMENT TOTAL		$6,211.31

1Q15 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 15226150531

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.

** Equipment pricing and availability is subject to change.

*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 02/09/2015

AI -48568 **Budget and Management** **22. A.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval to submit request for funds (unclaimed capital credits) from the Texas Comptroller of Public Accounts as authorized under Texas Property Code §74.602, with authority for County Judge to sign the letter of request.

BACKGROUND

Letter of request is for year 2014

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-363-00-000-000-0-000

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

BUDGETARY IMPACT:

Funds will be receipted & recorded in the ***G/F-Escheats*** revenue account, upon check received by the State Comptroller's Office.

Attachments

Comptroller Notice Letter 2-9-15

Co. Judge Request Letter

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	02/19/2015 01:40 PM
Budget & Management	Debbie Tamez	02/20/2015 10:23 AM
Obdett Calzada	Obdett Calzada	02/26/2015 11:24 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Ivan Cantu		Started On: 02/19/2015 09:54 AM
Final Approval Date: 02/27/2015		

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Unclaimed Property Division
P.O. Box 12019 • Austin, TX 78711-2019

RECEIVED
FEB 12 2015
COUNTY JUDGE

February 9, 2015

The Honorable Ramon Garcia
Hidalgo County Judge
302 W University Dr
Edinburg, TX 78539-3304

Dear Judge Garcia:

Section 74.602 of the Texas Property Code authorizes the Texas Comptroller of Public Accounts (Comptroller) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to counties in cooperatives' service areas. The Code also states that the money may only be used to fund an appropriate program under Section 381.004 of the Local Government Code. The Commissioners court is the primary governing body and ultimate decision-making authority regarding the legitimacy of requests for funds.

The amount available to each county will be based on total capital credits remitted per reporting year, minus anticipated claims as determined by the Comptroller. However, the county may or may not have funds for this year.

If your office will submit a request for these funds, please refer to the following guidelines:

- Requests are to be submitted by the Commissioners court in writing by March 31, 2015;
- Requests **must** include the complete name, address and federal tax identification number of the Commissioners court. Funds will be paid directly to the court;
- All requests **must** include certification:
  - "That the purpose of the funds is in compliance with the provisions of Section 381.004 of the Texas Local Government Code".

Please mail your request(s) to:

Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Reporting Section
P.O. Box 12019
Austin, Texas 78711-2019

If you have any questions concerning these procedures, please contact Taj Williams at taj.williams@cpa.texas.gov or 1-800-321-2274, ext. 3-1189.

Sincerely,

Bryant Clayton

Bryant Clayton
Supervisor, Holder Reporting

cc: Taj Williams

March 03, 2015

Taj Williams, Accounts Examiner
Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Reporting Section
P.O. Box 12019
Austin, TX 78711-2019

Dear Mr. Williams:

Please let this letter serve as Hidalgo County's official request for capital credits from electric cooperatives reported to the State Comptroller's Office in the year 2014 as unclaimed property. Please forward the credits to the following address:

County of Hidalgo
c/o County Judge's Office
302 W. University Dr.
Edinburg, TX 78539
Federal Tax ID #: 74-6000717

As in previous request, Hidalgo County certifies that the purpose of these funds will be in compliance with the provisions of Section 381.004 of the Texas Local Government Code.

If you have any questions regarding this request, please contact Mrs. Dina R. Trevino, Assistant Budget Officer, by email at dina.trevino@co.hidalgo.tx.us or by phone at (956) 292-7025 ext. 5405.

Sincerely,

Ramon Garcia
Hidalgo County Judge

Cc: Honorable Arturo "AC" Cuellar, Commissioner, Pct. 1
Honorable Eduardo, "Eddie" Cantu, Commissioner, Pct. 2
Honorable Jose M. Flores, Commissioner, Pct. 3
Honorable Joseph Palacios, Commissioner, Pct. 4

AI -48687 **Budget and Management** **22. B. 1.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Dina Trevino, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Justice Court Bldg. Security Fund (1245):
Approval of 2015 appropriation of funds for the Justice Court Bldg Security fund in the amount of $76,142.50 to fund the purchase of surveillance cameras for the JP offices.

BACKGROUND

Security cameras are being purchased for JPs, 2-1, 2-2, 3-1, 3-2, 4-1. & 4-2.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1245-412-00-060-002-0-XXX

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

BUDGETARY IMPACT:

2015 Appropriation of funds for the purchase of surveillance cameras for the JP offices. Funds available in the Unassigned F/B as of 2-27-15, pending year-end closing & carryovers.

Attachments

2015 Appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	02/27/2015 03:53 PM
Budget & Management	Veronica Ortiz	02/27/2015 04:02 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Ivan Cantu		Started On: 02/27/2015 11:12 AM
Final Approval Date: 02/27/2015		

DATE: March 3, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management
for Justice Court Bldg Security (Fund 1245)

ACCOUNT NUMBER: 5-1245-412-00-060-002-0-XXX

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

Contact: Ivan Cantu, Budget Analyst III
Ph#: ext. 5425

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 NUMBERS		ACCOUNT NAME		INCREASE (DECREASE) AMOUNT
5-1245-412-00-060-002-0-	430	Justice Crt Bldg Security-	Repair & Maint. Svcs	21,900.50
5-1245-412-00-060-002-0-	660	Justice Crt Bldg Security-	Furnishings & Equip.	36,502.00
5-1245-412-00-060-002-0-	751	Justice Crt Bldg Security-	Machinery & Equip.	17,740.00
		TOTAL BUDGET INCREASE (DECREASE)		**76,142.50**

REASON:

Appropriation of funds from the Justice Crt Bldg Security fund to fund surveillance cameras for JP Contreras, Munoz, Garza, Ochoa, Espinoza, & Jasso, offices. (Pct. 2-1, 2-2, 3-1, 3-2, 4-1, & 4-2)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI -48555 **Budget and Management** **22. B. 2.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO2010A&B (1342)
Approval of 2015 appropriation of funds in the amount of $29,759.91 to fund anticipated expenditures related to the Former Administration project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1342-419-40-220-043-0-452

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

BUDGETARY IMPACT:

Funds available in fund balance as of 02/24/2015, pending rollover.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	02/24/2015 04:45 PM
Budget & Management	Veronica Ortiz	02/26/2015 10:02 AM
Glinda Pacheco	Glinda Pacheco	02/26/2015 01:42 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Sylvia Solis		Started On: 02/17/2015 04:17 PM
Final Approval Date: 02/27/2015		

DATE: February 17, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Budget & Management for CO2010 A&B Adm Bldg

ACCOUNT NUMBER: 5-1342-419-40-220-043-0-452

Contact Person: Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
5-1342-419-40-220-043-0-452	CO2010A&B-ADM BLDG-100 E CANO-BLDG ADD&R	29,759.91
	TOTAL BUDGET INCREASE (DECREASE)	29,759.91

REASON: Appropriation of funds to fund change anticipated expenditures related to the Former Administration project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI -48674 **Budget and Management** **22. B. 3.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1115 Waiver (1100):
A. Approval to undesignate the amount of $509,859.40 in the year 2014 from the 1115 Waiver Assigned Fund Balance.
B. Approval of 2014 interdepartmental transfer from 1115 Waiver DSRIP (240-005) to Co. Wide Adm.-Contingency (115-002) in the amount of $500,000.00.

BACKGROUND

On 12-16-14 CC approved the designation of $4,003,115.63 (AI-47615); however, this court action will reduce the assigned f/b to $3,493,256.23 for the 1115 Waiver. After 12-16-14 additional expenditures of $9,859.40 have been incurred.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-257-00-000-003-0-000

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

BUDGETARY IMPACT:

Approval to undesignate the amount of $509,859.40 in year 2014; funds available in acct #4-1100-257-00-000-003-0-000 ***Gen FD-Assigned F/B-1115 Waiver***

Funds available in acct #4-1100-444-00-240-005-0-890 ***1115 Waiver DSRIP Other*** for the interdept transfer into Co. Wide Adm.-Contingency.

Attachments

2014 1115 Waiver Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	02/26/2015 04:14 PM
Budget & Management	Veronica Ortiz	02/26/2015 04:41 PM
Ivan Cantu (Originator)	Ivan Cantu	02/27/2015 02:59 PM
Ivan Cantu (Originator)	Ivan Cantu	02/27/2015 03:29 PM
Ivan Cantu (Originator)	Ivan Cantu	02/27/2015 04:37 PM

Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Ivan Cantu		Started On: 02/26/2015 03:47 PM
Final Approval Date: 02/27/2015		

DATE: March 3, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Wide Adm.

ACCOUNT NUMBER: 4-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Ivan Cantu, Budget Analyst III **PHONE:** (956) 292-7025 ext. 5425

2014

Interdepartmental Transfer

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
4-1100-444-00-240-005-0- 890	1115 Waiver DSRIP-	Other	(500,000.00)
TO:			
4-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	500,000.00
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To fund year-end expenditures for calendar year 2014.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI -48545 **Purchasing Department** **23. A. 1.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to approve and accept the purchase of equipment, services, software maintenance & support services from Everbridge Emergency Notification (awarded vendor through our membership/participation with the GSA contract #GS-#35F-0692P) for a term of (5) five years with first year prorated for the amount of $72,568.74 commencing April 01, 2015, and thereafter $96,758.31 per year.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-415-00-115-002-0-350

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

BUDGETARY IMPACT:

Funding available as of 3/3/15.
Pending CC approval of AI-48657.

Attachments

Quote
GSA contract
additional backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/27/2015 03:50 PM
Martha Salazar	Marty Salazar	02/27/2015 05:52 PM
Auditor's Office	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Elena Gomez		Started On: 02/17/2015 10:30 AM
Final Approval Date: 02/27/2015		

everbridge
500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA
tel: 888.366.4911
fax: 818.484.2299
www.everbridge.com

QUOTATION

Quote Number: 00012313
Confidential

Prepared for:
Mario Betancourt
Hidalgo County, TX
302 W. University Drive
Edinburg Tx, TX 78539
(956) 318-2615
mario.betancourt@co.hidalgo.tx.us

Quotation Date: February 5, 2015
Quote Expiration Date: March 30, 2015
Rep: Matthew Ward
(818) 230-9785
matthew.ward@everbridgemail.com

Contract Summary Information

Contract Period: 4 Years, 9 Months

MN Contacts up to: 213,992
MN Households up to: 213,992

ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.

Service	Fee Type	Qty	Unit Price	Total Price
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	$96,758.31	$96,758.31
Everbridge IPAWS/WEA Notification	Recurring	1	$0.00	$0.00
Annual Subscription Prorated Deduction Amount	One-Time	1	($24,189.57)	($24,189.57)

PREMIUM FEATURES / USAGE

Service	Fee Type	Qty	Unit Price	Total Price
Interactive Visibility: Mobile Member	Recurring	1	$14,850.00	$0.00

everbridge
500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA
tel: 888.366.4911
fax: 818.484.2299
www.everbridge.com

QUOTATION

Quote Number: 00012313
Confidential

Pricing Summary:	
Year One Fees*:	$72,568.74
One-time Implementation and Set Up Fees:	$0.00
Total 9 Month Fees:	**$72,568.74**
Ongoing Annual Recurring Fees (Years 2 - 5):	$96,758.31

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of GSA Contract No. GS-35F-0692P and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. GS-35F-0692P, or the EULA.

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Supplemental Notes:
Quote is prorated for 9 months in order to match up with their fiscal year. First full year will start on January 1st, 2016.

Authorized by Everbridge:

_____ _____
Signature **Date**

_____ _____
Print Name **Title**

To accept this quote, sign, date and return:

_____ _____
Authorized Signature **Date**

_____ _____
Print Name **Title**

Everbridge Mass Notification

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with the Everbridge Mass Notification system.

Usage

Unlimited Domestic Emergency Alerts and Testing Messages
Unlimited Domestic Non-Emergency Alerts Messaging

Core Platform Access

Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
Unlimited Administrators for Mobile Manager Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, Windows 10, etc.)
Two (2) Organization with unlimited nested static and dynamic groups
Access to Everbridge Elastic Infrastructure for message delivery
Custom branded community opt-in portal with custom fields and opt-in subscriptions
Flexible role-based access controls to manage user permissions
Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

Key Notification Features

Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
One-screen broadcast creation workflow to speed message creation and reduce human error
Everbridge Network to access situational intelligence & notifications shared by other public and private groups
Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
Notification escalation to automatically send a notification to the next person or group if there is no confirmation
Contact filtering based on custom criteria
Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
Automatic address geo-coding for contacts
Organization specific customizable caller ID, greetings, and broadcast settings
SMPP based SMS text messaging
Multi-language Text to Speech Engine and Custom Voice Recording
Real-time reporting for improved situational awareness and easier after action analysis
5 Live Operator Message Initiations per year
Interactive Dashboard for Organizational Activity Summary
Unlimited Notification Templates
Self-service Single Contact Record Adjustments
Self-service Contact Import via CSV Upload
Bulk Contact Management Automation via Secure FTP

Set-up, Implementation & Support

Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation
Self Service Administrative Set-up, Configuration and Default Preferences
Initial Member Data Upload and Test Broadcast Support
Unlimited Access to Everbridge University classes
24x7 Customer Support (phone, web, email)
Global Support/Operations Centers for Redundant Live Support
Dedicated Account Manager

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.

ONBOARDING - STANDARD

OVERVIEW

The standard onboarding is right-sized to support small to medium organizations on deploying all basic Mass Notification and Interactive Visibility functionality. A dedicated onboarding specialist is provided to guide you through the onboarding process and provide strategic advice, tailored to your organization.

Included Standard Onboarding Resources

- Client portal
- Knowledgebase
- Everbridge University
- Up to 10 hours of an onboarding specialist

TIME FRAME

Standard Everbridge Onboarding requires approximately 15 days to complete. Depending on the size and complexity of the organization, it may take more or less time. The timeframe can be tailored within the following limits for standard onboarding:

- Access to an Onboarding Specialist for up to 10 hours.
- Onboarding Specialist hours must be used within 60 days of contract signing.
- Additional hours are billable at $250/hr.

SCOPE

A standard onboarding will provide the following:

- Orientation to your onboarding resources, including the Everbridge Client Portal, knowledgebase articles library, and Everbridge University.
- Access to your functional account, configured with default templates and default notification paths.
- 30-minute hands-on demo of creating new users, the basic setup of contacts and the sending of a test notification.
- Best practices and onboarding guidance as outlined in this document.
- The onboarding specialist will ensure the client has demonstrated the ability to upload a sample of their contact data, send a notification and interpret the results.

KEY MILESTONES

ORIENTATION CALL

This call will provide an orientation to Everbridge onboarding resources and a review of preparation necessary to conduct a successful onboarding.

KICK-OFF CALL

The Kick-off call will focus on reviewing the basic settings and developing the onboarding project plan.

CONSULTATION CALL

The Consultation Call will focus on reviewing the completion of the project plan and identifying gaps and next steps.

CLOSE-OUT CALL

The Close-out Call will provide guidance on go-live strategies and mark the account's transition to customer success.

KEY MILESTONES

ORIENTATION CALL

The purpose of the orientation call is to prepare for the onboarding process. The Everbridge specialist will provide an overview of the onboarding process to key client stakeholders, introduce the stakeholders to the various onboarding resources, provide a short, interactive demo and access to a live, working account preloaded with default templates and settings. Orientation calls will be held within 5 days of the completion of your order processing. The specialist will also provide a checklist of actions to be completed in order to kick-off the onboarding process. The Call Agenda will include the following:

+ Introductions
+ Review communication goals/use cases
+ Review onboarding process
+ Review resources available to the client
+ Review the success criteria of the Milestone calls
+ Schedule all follow up calls
+ Review the Getting Started checklist
+ An onboarding specialist will provide a demo of the product showing how to create a new user, how to create a contact, and how to send a message using a pre-loaded test template. At the conclusion of the demo, the customer will be provided with their live production account.

Time: 1.5-2 hours

KICK-OFF CALL

The Kick-off call will be held as soon as the actions on the Getting Started checklist are complete, but no later than 3 weeks after the Orientation Call. The agenda will include the following items:

+ Review completion of the Getting Started checklist
+ Verify settings and configurations selected
+ Discuss design and strategy of the organization hierarchy in relation to the client's needs.
+ Review Role-based access control and its application with the client's organization.
+ Review the contact data quality of the sample uploaded by the customer.
+ Upon successful setup of the basic settings, the onboarding specialist will provide a customized Project Plan to guide the remainder of the onboarding. The Project Plan will include guidance on topics such as: data management strategy, reporting, groups and filters, mobile manager, awareness campaigns, training plans, member portal, Weather, IV, and mobile member.

Time: 1-2 hours

CONSULTATION CALL

The Consultation Call should be scheduled to take place within 5 days of the Kick-off Call. The call is a strategy session between the onboarder and the customer, with the following objectives:

+ Review Project Plan action items
+ Define testing strategy
+ Review contact management strategy
+ Review relevant advanced configuration topics

Time: 1-2 hours

CLOSE-OUT CALL

The close out should occur approximately 3-4 weeks after Orientation (not to exceed 60 days). The call will provide a final opportunity for the client to strategize with the onboarding specialist and will cover the following topics:

+ Functional testing conducted by customers/or review results of functional testing
+ Discuss transition to customer success
+ Provide best practices for troubleshooting issues
+ Where to find support information
+ Roll-Out Planning:
  - Review project plan for completing system-wide test
  - Review best practices for system test planning
  - Awareness programs

Time: 1 hour

EVERBRIDGE UNIVERSITY

+ Learning modules and training are continuously available and free for customers and partners to learn or review
+ Use Adobe flash videos with audio narrations
+ Self-paced training that allows students to learn when they have time and at their own pace
+ Just-in-time learning using small, focused content modules
+ No travel or facilities required, the classroom is anywhere a learner has Internet access

everbridge
500 N. Brand Blvd., Ste. 1000 t 888.366.4911 www.everbridge.com
Glendale, CA 91203 USA f 818.484.2299

CLIENT REGISTRATION FORM

*Required information

***Client Name:**

Account Number: (Internal use only)

***Requestor/Approver of Services:**

Contact Name:

Phone Number:

Email Address:

Other Number:

***Billing Address:**

Contact Name:

Address:

City:

State/Province/Region:

Postal/Zip Code:

Country:

***Shipping/Primary Service Location Address:**

Contact Name:

Address:

City:

State/Province/Region:

Postal/Zip Code:

Country:

***Accounts Payable Department:**

Contact Name:

Email Address:

Phone Number:

Fax Number:

Address: *same as Billing Address* *same as Shipping Address*

City:

State/Province/Region:

Postal/Zip Code:

Country:

Purchasing Department:

Contact Name:

Email Address:

Phone Number:

Fax Number:

Address: *same as Billing Address* *same as Shipping Address*

City:

State/Province/Region:

Postal/Zip Code:

Country:

***Invoice Submission Email Address(s):**

***Do you require a Purchase Order to process payment?** **Yes** **No**

If Yes, please send Purchase Order to Final.Documents@everbridge.com

(For U.S. Clients only)

***Is your organization exempt from paying Sales and Use Tax?** **Yes** **No**

If your organization is exempt or is utilizing Direct Pay, please attach a copy of your Exemption or Direct Pay Certificate to this form

*If either of the certificates is not attached to this form, sales tax will be added where applicable.

Please provide any special instructions for submitting and processing invoices for payment:

Please list and attach any required forms and/or web links for invoice processing:

e.g., Wire/EFT/ACH forms, Vendor forms, W9 forms, Registration links

Please return the form via Email to Final.Documents@everbridge.com or Fax to 818-484-2299

AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. (SIN) 132-32 Term Software Licenses

Everbridge Inc.

500 North Brand Blvd. Suite 1000

Glendale, CA 91203

Phone: (818) 230-9700

Fax: (818) 484-2299

www.everbridge.com

Contract Number: GS-35F-0692P

Period Covered by Contract: July 19, 2014 - July 18, 2019

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # 0016, dated March 2014.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).

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SPECIAL ITEM NUMBER 132-32 – TERM SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is 3ategorized under a difference SIN (132-34).

FSC CLASS 7030 – INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

501. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

[ ] The Geographic Scope of Contract will be domestic and overseas delivery.
[ ] The Geographic Scope of Contract will be overseas delivery only.
[X] The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Everbridge Inc.

500 North Brand Blvd. Suite 1000

Glendale, CA 91203

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Technical Support: (866) 436-4911

Ordering Phone: (818) 230-9739

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule Contract: 0007
Block 16: Data Universal Numbering System (DUNS) Number: 130455830
Block 30: Type of Contractor: B. Other Small Business

A. Small Disadvantaged Business
B. Other Small Business
C. Large Business
G. Other Nonprofit Organization
L. Foreign Contractor

Block 31: Woman-Owned Small Business - ___No
Block 37: Contractor's Taxpayer Identification Number (TIN): 26-2919312

4a. CAGE Code: 3PCD2
4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

CONUS (Continental United States)

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
___132-32_____	__30___ Days
_____	_____ Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted, which includes 15% for GSA.

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: N/A

10. Small Requirements: The minimum dollar of orders to be issued is $100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order for the following Special Item Numbers (SINs) is $500,000:

Special Item Number 132-32 – Term Software Licenses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

© Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

© Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! Is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! Will allow the user to perform various searches across all contracts including, but not limited to:

(1) Manufacturer;
(2) Manufacturer's Part Number; and
(3) Product categories.

Agencies can browse GSA Advantage! By accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.gsaadvantage.gov

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) – referred to as open market items – to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NONE

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

501.SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes __X_____

No _____

The EIT standard can be found at: www.Section508.gov/.

501.PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

© The Contractor shall insert the substance of this clause, including this paragraph ©, in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

28. AUTHORIZED DEALERS

The listing below outlines Everbridge's official authorized dealier(s):

1. 3South Companies, LLC
Debbie Koppman
3636 N. Causeway Blvd, Ste 300
Metairie, LA 70002

CCR Cage #6GAVO
Sales POC – Charlotte Johnson – (225) 571 – 9539
Client Services POC – Mary Kate Donahue (504) 858 – 1955

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

501. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

501. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (866) 436-4911 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8AM to 5PM Pacifict Time.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____132-32__ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

6. PERIODS OF TERM LICENSES (SIN 132-32)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses, the period of the term licenses shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses orders citing the new appropriation shall be required, if the term licenses is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses is to be terminated at that time. Orders for the continuation of term licenses will be required if the term licenses is to be continued during the subsequent period.

7. UTILIZATION LIMITATIONS – (SIN 132-32, SIN 132-33, AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) The ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

8. SOFTWARE CONVERSIONS – (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

9. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

10. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

11. DESCRIPTION OF SERVICES AND PRICING

SIN 132-32

Everbridge offers a "pure" Software-as-a-Sservice emergency notification system that is simple, reliable, globally scalable, and designed to meet the most demanding applications.

The Everbridge mass notification service enables organizations to:

- Meet Fedeal, State, and Commercial Regulations, Policies ad Directives.
- Meet Federal Continutity of Operations, Continuity of Government, Disaster Recovery, and Employee Accountability requirements.
- Communicate as easily with 10 people as to 10,000.
- Improve effectiveness of Emergency Preparedness Departments, Force Protection, Perimeter Secruity, and Uniformed Security to communicate in times of disaster.
- Eliminate potential failure points due to human error.
- Free key personnel to perform critical tasks by automating manual, time-intensive tasks.
- Eliminate manual after-action reporting with automated reporting.
- Eliminate communication interoperability issues.

…and more!

Government Applications

- Continuity of Operations (COOP), Human Accountability, Disaster Recovery Compliance.
- DoD Compliance with UFC 4-021-01 9 Design and O&M: Mass Notification Systems
- Armed Forces Mass Recall
- Military Logistics Communication
- Family Readiness, Morale Welfare Recreation Programs, Personnel Services, Recruiting Operations
- NIMS Certification
- Security Compliance with NIST Security Guidelines
- Perimeter Security, Chemical Alerts, Weather Monitoring Alerts
- Earthquake Alerts, Bio-Hazard Alerts
- Pandemic Planning Solutions and Mass Messaging according to CDC and World Health Organizations
- Military Recruiting including Parental and Guardina notifications with confirmation
- Incident Command Center managing many incidents to small numbers of recipients with after-action reporting
- Geographic Information (Mapping) mass messaging
- Command Post, Base Fire and Rescue, Military Housing Alerts, and Incident Management
- Educational Facilities with Staff, Employee, Contractors and Students
- Port and Airport Security
- Organization Interoperability

…and more!

Everbridge Mass Notification GSA Pricing Schedule

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility options, interactive reporting and analytics, and enterprise class data management capabilities.

Total Employees, Contractors, Military Personnel	**Up to 500**	**Up to 1000**	**Up to 1500**	**Up to 2500**	**Up to 5000**
Annual Fee	$7,098	$10,073	$11,900	$15,300	$22,950
One-time Setup Fee	$568	$806	$952	$1,224	$1,836
Optional Features					
SMART Weather Alerts	$1,275	$1,511	$1,785	$2,295	$3,443
Interactive Visibility	$2,129	$3,022	$3,570	$4,590	$6,885
IPAWS/CMAS	$850	$1,007	$1,190	$1,530	$2,295
Mobile Member	$1,275	$1,511	$1,785	$2,295	$3,443
Incident Communication	$2,125	$3,022	$3,570	$4,590	$6,885
Security Pack (Encryption at rest, secure messaging and remote wipe of mobile messages)	$1,275	$1,275	$1,275	$1,530	$2,295

5000+ Employees, Contractors, or Military Personnel is a custom price.

Included System Features for Mass Notification:

- Unlimited Domestic Emergency Alerts Messaging
- Unlimited Administrator Access to the Everbridge System
- Unlimited Nested, Static and Dynamic Groups
- 250 Instabridge and/or Non-Emergency Messages
- 2 Mass Notification Organizations
- Globally Local Calling Access
- Integrated Geo Notification Capability
- Polling Accessibility for Active Data Collection
- Multiple Language Text to Speech Access
- Interactive Dashboard for Organizational Activity Summary
- Graphical and Ad-Hoc Reporting
- Unlimited Notification Templates
- Unlimited Custom Fields, and Opt In Subscriptions
- Self-service Single Contact Record Adjustments
- Self-service Contact Import via CSV Upload
- Bulk Contact Management Automation via Secure FTP
- Automatic Real-time Geocoding of Contact Records
- Mobile Notification Initiation Applications for iOS and Android
- 5 Live Operator Calls, per year
- Customer Branded Public or Private Contact Self Serve Portal
- Self Service Administrative Set-up, Configuration and Default Preferences
- Unlimited Access to Everbridge University

Optional and Custom Features

	Annual Fee	One-time Setup Fee
1 Additional Organization	$425	$34
Distributed contact storage, per geographic location	$3,570	$285
Custom branded domain for Opt-in Portal	$1,785	$143
Additional Live Operator Calls	$64	
Everbridge Open API Annual Access Fee (for Contract Integration & Management Only)	$2,125	
Everbridge Open API Annual Access Fee (Max of 100 Broadcsts)	$2,975	
Everbridge Open API Annual Access Fee (Max of 500 Broadcsts)	$4,888	
Everbridge Open API Annual Access Fee (Max of 2,500 Broadcasts)	$10,838	
Everbridge Open API Annual Access Fee (2,500 + Broadcasts)	Custom Price	

Usage in the United States

	Annual Fee
10,000 Message Minutes	$1,063
25,000 Message Minutes	$2,763
50,000 Message Minutes	$5,313
100,000 Message Minutes	$10,625
500,000 Message Minutes	$53,125
500,000+ Message Minutes	Custom Price

Usage outside the United States

10,000 Message Minutes	$2,975
10,000+ Message Minutes	Custom Price

Everbridge Aware GSA Pricing Schedule

Everbridge Aware is designed for the most demanding emergency notification situations yet is simple enough to be used for efficient day-to-day mass communication.

Total Employees, Contractors, Military Personnel	**Up to 250**	**251 – 500**	**501 – 1,000**	**1,001 – 2,500**	**2,501 – 5,000**
Annual Fee	$6,796	$11,046	$16,146	$23,840	$29,746
One-time Setup Fee & Web Training	$1,359	$2,209	$3,229	$4,589	$5,949
Maintenance update to Mass Notification	$0	$0	$0	$0	$0
Optional Features: (Annual Fee)					
Delete Member Mgr.	$(1,338)	$(1,338)	$(1,338)	$(1,785)	$(1,785)
Group Leader Fr-To Advanced Function	$846	$846	$846	$846	$846
MobiLaunch	$846	$846	$846	$1,696	$1,696
QuickLaunch	$846	$846	$846	$1,696	$1,696
Federal Accountability / Premium Call In	$2,121	$3,613	$5,313	$7,646	$10,196
Agency Bulletin Board Call-In	$2,546	$2,546	$2,546	$2,546	$2,546
Additional Sub-Organizations	$846	$846	$846	$846	$846
User-Defined Fields – 5 Additional	$890	$890	$890	$890	$890
Included System Features:					
Message/Unit Minutes	2,500	5,000	10,000	15,000	20,000

5,000+ Employees, Contractors, or Military Personnel is a custom price.

Included System Features:

- Message/Unit Minutes (for pricing, see above)
- Customer Caller ID
- User Defined fields (5)
- Multi-Language Support
- Simultaneous Voice/Text Messaging
- Instant Conference Bridge Notification
- Advanced Polling Notification
- Dashboard and Ad-hoc Reporting
- Contact Member Manager
- Quota Notification
- Life Operator Access

Optional and Custom Features

	Annual Fee	One-time Setup Fee
Broadcast API (per Org)	$23,375	$10,625
Query API (per Org)	$6,796	$2,125
Trigger API (per device trigger)	$4,246	$6,796
Custom Site Rebranding	$3,221	$17,895
Custom URL	$5,816	n/a
Express Call – Disaster Recovery, Alt Facility	$8,496	$2,125
Prepaid, 100,000 Domestic minutes/IM/SMS Messages	$16,996	
Individual EC Minutes/SMS/IM (Paid Arrears)	$0.45	
Custom Opt-In Portal	Custom Price	Custom Price
C&A Submittal (Documentation and/or vulnerability audit)	Custom Price	
Optional GIS Notification	Custom Price	
Optional Minutes Block		
10,000 Block	$1,063	
25,000 Block	$2,763	
50,000 Block	$5,313	
100,000 Block	$10,625	
500,000 Block	$53,125	
Optional Organizational Hierarchy (Mandatory Custom Setup, Training, and Client Support	Custom Price	

Everbridge Training and Consulting GSA Pricing Schedule

Everbridge Professional Services offerings address the unique challenges of your organization, operational requirements and training needs. Everbridge expertise and assistance are available for:

- Training and Documentation Support
- Customized Implementation Services
- Operational Integration and Best Practices Programs
- Web Services Implementation and Data Management Assistance

	Fees (T&E included)	**Fees (T&E Billed Separately)**
Education Services		
Web Delivery Training	Delivered Remotely	$170/hour
On-Site Training	$3,294/day	$2,019/day
Professional Services		
Consulting Services	$259/hour	$200/hour
Technical Services	-	$153/hour

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Everbridge, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Steve Kirchmeier (818) 230 – 9728, steve.kirchmeier@everbridge.com; Fax (818) 484-2299.

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity	Date	Contractor	Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

****

BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

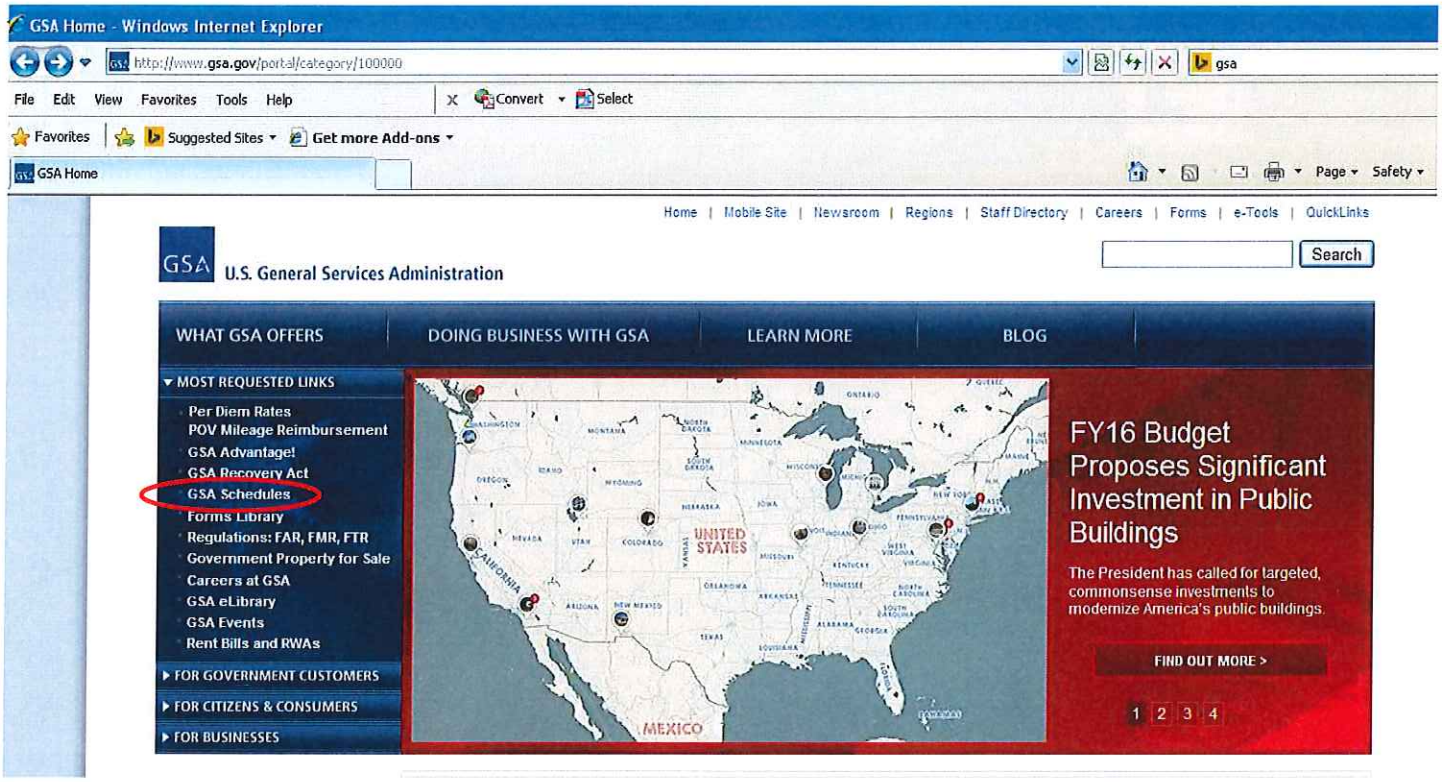
Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

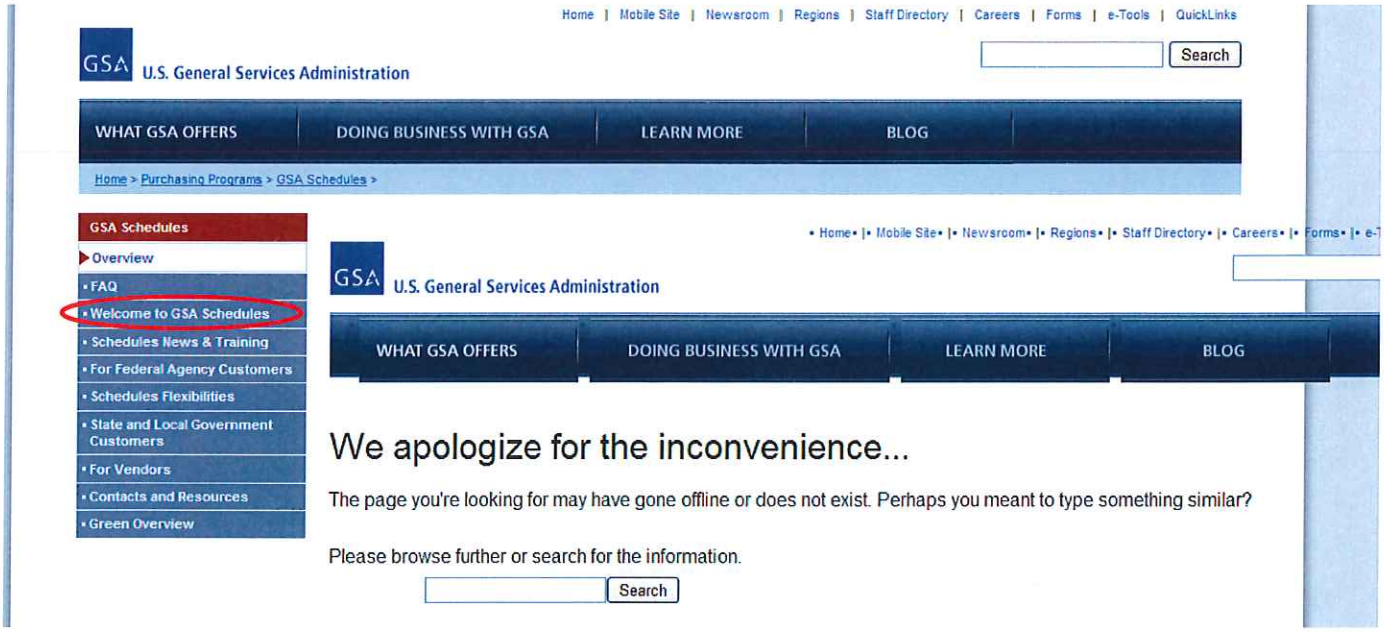
Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

Step 1: Log on to www.gsa.gov and then click on GSA Schedules

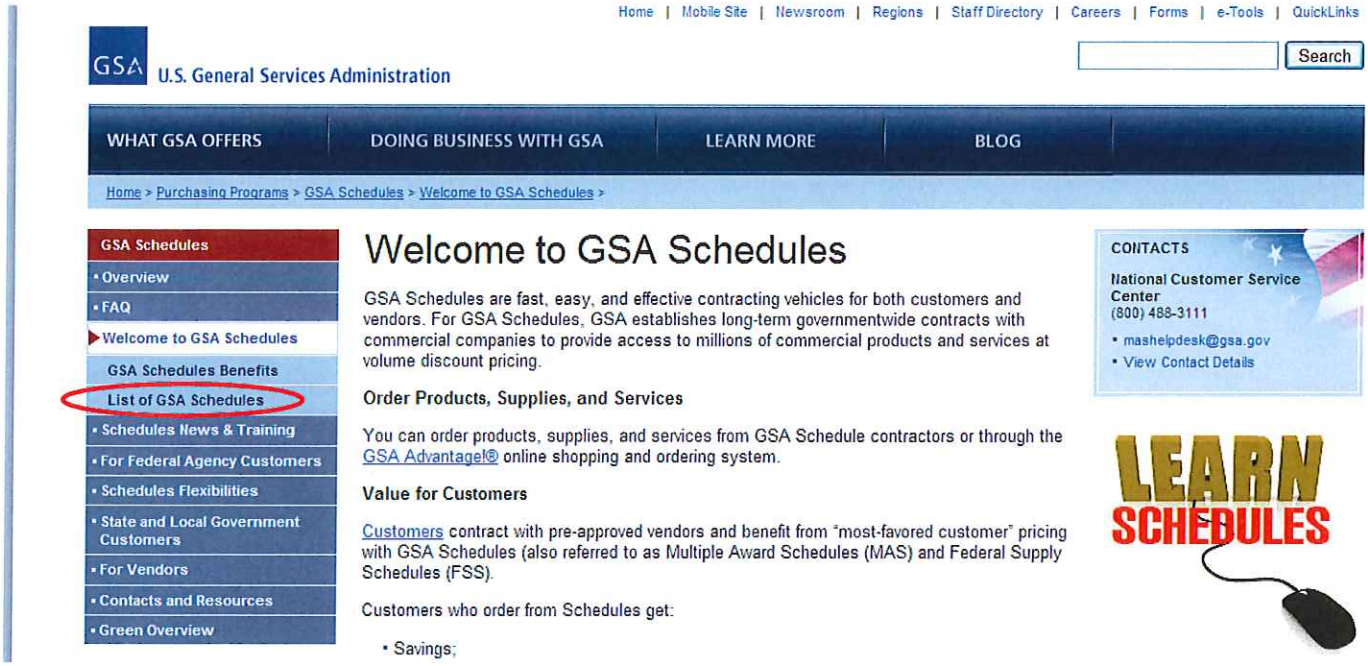


Step 2: Click on Welcome to GSA Schedules

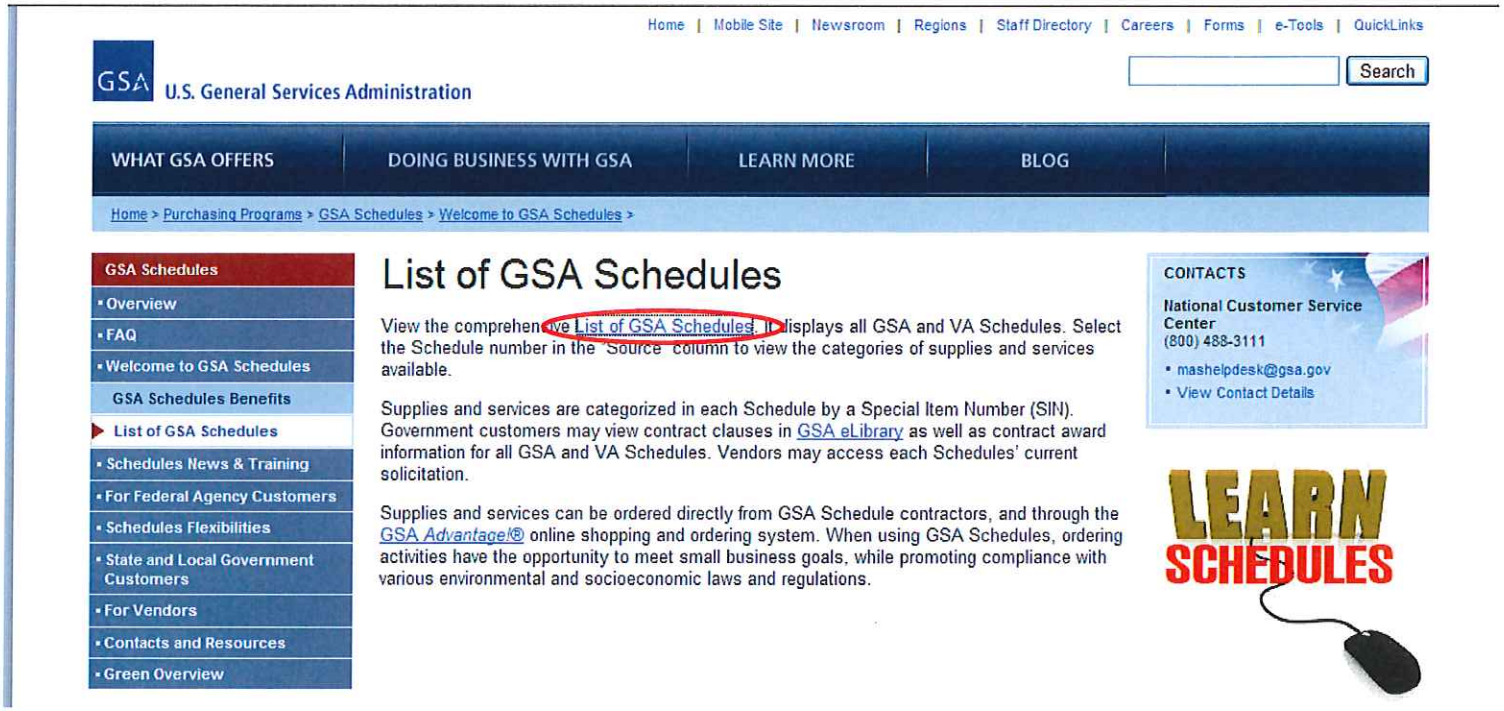


2/13/15 – Approved as acceptable Price Verification by Elizabeth Cano.

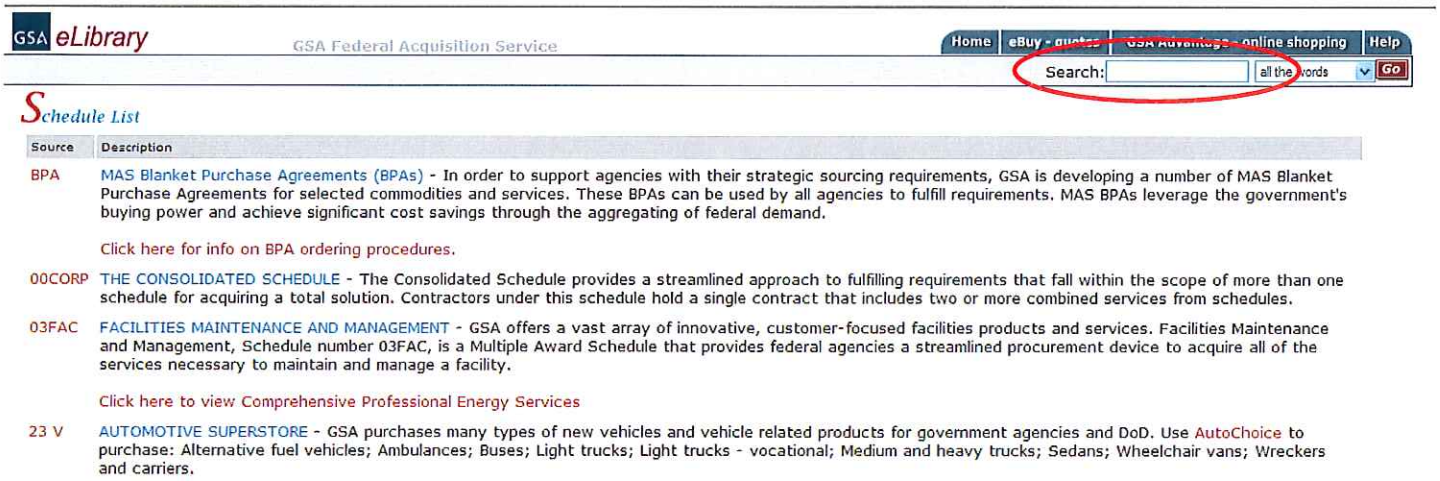
Step 3: Click on List of GSA Schedules



Step 4: Click on List of GSA Schedules

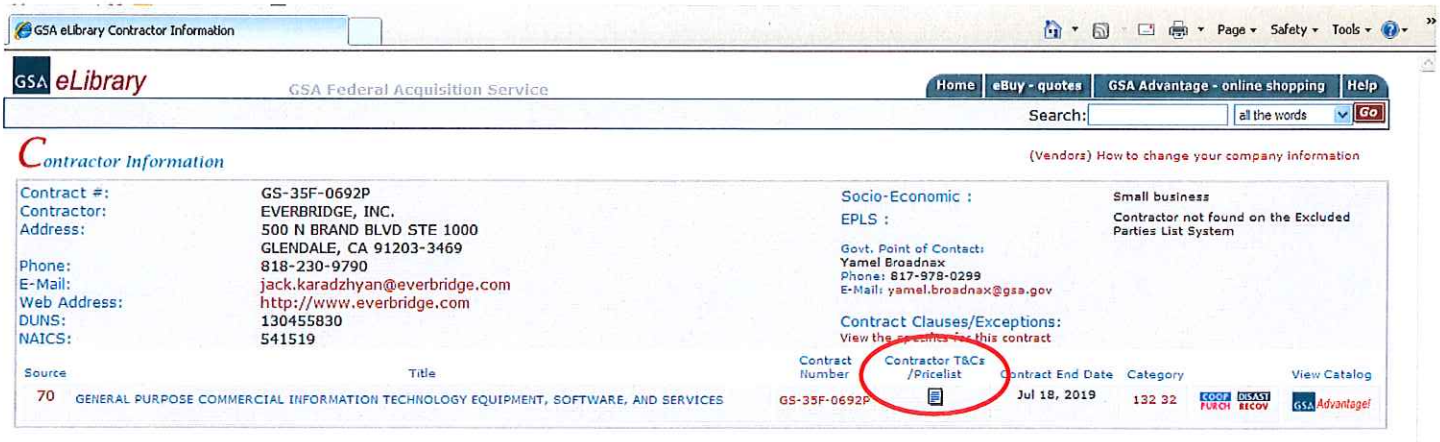


Step 5: Search by vendor name, “Everbridge”



Step 6: On Search Results, Click on Vendor Name

Step 7: On Contractor Information, click on “Contractor T&C’s / Pricelist”



AI -48502 **Purchasing Department** **23. A. 2.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole responsible vendor submitting the lowest and best bid (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- "Repair-Removal-Installation and/or Purchase of Mobile Radios-Computers and Other Misc. Equipment" through project no.: 2015-017-01-18-SGS.

BACKGROUND

1. 14 procurement packets requested/distributed to vendors
2. 1 sole bid received
3. Contract will commence on March 06, 2015.4
4. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-292-001-0-430

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

BUDGETARY IMPACT:

Constable Pct 2 - $4,805.80 as of 02/12/15

On an "as needed basis"

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-293-001-0-430

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

BUDGETARY IMPACT:

Constable Pct 3 $ 22,172.04 as of 02/12/15

On an "as needed basis"

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-294-001-0-430

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

BUDGETARY IMPACT:
Constable Pct 4 $ 00.00 as of 02/12/15

On an "as needed basis"

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-429-00-110-075-0-430
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Emergency Mgmt $ 1,757.44 as of 02/12/15

On an "as needed basis"

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-121-005-0-430
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
PCT 1 $ 25,045.51 as of 02/12/15

On an "as needed basis"

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-006-0-430
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
PCT 2 $ 26,058.15 as of 02/12/15

On an "as needed basis"

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-123-005-0-430
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
PCT 3 $ 43,881.16 as of 02/12/15

On an "as needed basis"

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
PCT 4 $31,801.12 as of 02/12/15

On an "as needed basis"

FISCAL YEAR: 2015 **ACCT. #:** 5-1252-412-00-270-012-0-430

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

BUDGETARY IMPACT:

HIDTA - $ 25,805.01 as of 02/13/15

On an "as needed basis"

Attachments

Recommendation, tab , participation log
Contract
Legal approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/27/2015 05:18 PM
Auditor's Office	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Sandy Suarez		Started On: 02/12/2015 04:25 PM
Final Approval Date: 02/27/2015		

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: January 29, 2015

RE: BID AWARD REQUEST- *Bid No.: 2015-017-01-28-SGS-HIDALGO COUNTY (all funding source) – "Repair- Removal- Installation and/or Purchase of Mobile Radios and Other Misc. Equipment"*

We have received **sole response** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **February 06 2015 @ 10:00 a.m. or earlier if possible** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandy.suarez@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 5-1100-421-00-292-001-0-430

Recommendations/Concerns: _____

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Chief Deputy Constable Armando Campos	Hidalgo County Constable Pct. 2	01/30/2015

Enclosures

CONSTABLE PCT 2

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: January 29, 2015

RE: **BID AWARD REQUEST-** ***Bid No.: 2015-017-01-28-SGS-HIDALGO COUNTY*** *(all funding source)* **–** ***"Repair- Removal- Installation and/or Purchase of Mobile Radios and Other Misc. Equipment"***

We have received **sole response** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response [illegible] Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 5-1100-421-00-393-001-0-430

Recommendations/Concerns:

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
[signature]	RENE GONZALEZ	Constables office pct 3	1/30/15

Enclosures

CONSTABLE PCT 3

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: January 29, 2015

RE: **BID AWARD REQUEST-** ***Bid No.: 2015-017-01-28-SGS-HIDALGO COUNTY*** *(all funding source)* ***– "Repair- Removal- Installation and/or Purchase of Mobile Radios and Other Misc. Equipment"***

We have received **sole response** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **February 06 2015 @ 10:00 a.m. or earlier if possible** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandy.suarez@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 5-1100-421-00-294-0-430

Recommendations/Concerns: N/A

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Horacio Sanchez	Horacio Sanchez	Hidalgo County Constable pct #4	2/2/15

Enclosures

CONSTABLE PCT4

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: January 29, 2015

RE: **BID AWARD REQUEST-** ***Bid No.: 2015-017-01-28-SGS-HIDALGO COUNTY (all funding source) – "Repair- Removal- Installation and/or Purchase of Mobile Radios and Other Misc. Equipment"***

We have received **sole response** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **February 06 2015 @ 10:00 a.m. or earlier if possible** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandy.suarez@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 5-1252-412-00-270-012-0-430

Recommendations/Concerns: _____

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	JOSE V. DELGADO	D.A./HIDTA	2/10/15

Enclosures

HIDTA

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: January 29, 2015

RE: **BID AWARD REQUEST-** ***Bid No.: 2015-017-01-28-SGS-HIDALGO COUNTY (all funding source) – "Repair- Removal- Installation and/or Purchase of Mobile Radios and Other Misc. Equipment"***

We have received **sole response** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 5-1100-429-00-110-075-0-430

Recommendations/Concerns: _____

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Ricardo Saldaña	OEM	

Enclosures

EMG. MGMT

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: January 29, 2015

RE: **BID AWARD REQUEST-** ***Bid No.: 2015-017-01-28-SGS-HIDALGO COUNTY (all funding source) – "Repair- Removal- Installation and/or Purchase of Mobile Radios and Other Misc. Equipment"***

We have received **sole response** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **February 06 2015 @ 10:00 a.m. or earlier if possible** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandy.suarez@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 51200-431-00121-0050-430

Recommendations/Concerns: _____

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	David Rodriguez	Pct. 1	2/11/15

Enclosures

PCT 1

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: January 29, 2015

RE: **BID AWARD REQUEST-** ***Bid No.: 2015-017-01-28-SGS-HIDALGO COUNTY*** *(all funding source)* ***– "Repair- Removal- Installation and/or Purchase of Mobile Radios and Other Misc. Equipment"***

We have received **sole response** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **February 06 2015 @ 10:00 a.m. or earlier if possible** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandy.suarez@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 5-1200-431-00-122-006-0-xxx Various Pct. Accounts.

Recommendations/Concerns: _____

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	ARMANDO POMPA	PCT. 2 FIELD OPERATIONS	2-12-15

Enclosures

PCT 2

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: January 29, 2015

RE: **BID AWARD REQUEST-** ***Bid No.: 2015-017-01-28-SGS-HIDALGO COUNTY*** *(all funding source)* ***– "Repair- Removal- Installation and/or Purchase of Mobile Radios and Other Misc. Equipment"***

We have received **sole response** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **February 06 2015 @ 10:00 a.m. or earlier if possible** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandy.suarez@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 5-1200-431-00-123-005-0-430 + all other funds 1100,

Recommendations/Concerns: award to Sole Bidder

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Joe M. Flores	Joe M. Flores	Pct #3	1/29/15

Enclosures

PCT 3

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: January 29, 2015

RE: **BID AWARD REQUEST-** ***Bid No.: 2015-017-01-28-SGS-HIDALGO COUNTY*** *(all funding source)* – ***"Repair- Removal- Installation and/or Purchase of Mobile Radios and Other Misc. Equipment"***

We have received **sole response** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 5-1200-431-00-124-007-0-532

Recommendations/Concerns: none

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
[signature]	Ramon Rodriguez	Roads & Bridges	1/29/15

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME/ DESCRIPTION OF BID : Hidalgo County -"Repair- Removal - Installation and/or Purchases of Mobile Radios, Computers and Other Misc. Equipment"

BID OPENING DATE: JANUARY 28, 2015	**BID OPENING TIME: 9:30 A.M.**
BID NO: 2015-017-01-28-SGS	**BUYER: SANDY SUAREZ**

	PARTICIPATING VENDOR		
	South Texas Communications (Sole Bidder)		
Description of Items	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)
RADIOS:			
Police Radio trunk/rear mount to include speaker & mic	20.50	39.00	28.90
Police Radio dash mount to include speaker & mic	9.50	24.00	28.90
Police Radio concealed mount to include speaker & mic	20.50	39.00	28.90
Hand held, mobile/portable, two way radio systems etc.	0.00	0.00	28.90
Band Radios (i.e. IOC Amateur Band Radio (HAM) etc.)	0.00	0.00	28.90
Radio Base	0.00	0.00	28.90
Radio Frequency Program	0.00	0.00	28.90
Radio Frequency De Program	0.00	0.00	28.90
Create and/or Change radio template	0.00	0.00	100.00
ANTENNAS:			
Antenna roof mount	6.00	9.00	28.90
Antenna window mount	5.00	8.00	25.00
Antenna concealed mount	9.00	19.00	28.90
Antenna tuning	0.00	0.00	28.90
SIREN:			
12 Volt Sirens	12.00	24.00	28.90
Siren Speakers Push Bar Mounted	11.00	17.00	28.90
Siren Speakers Concealed Mounted	11.00	19.00	28.90
Multi Function Siren Box	14.00	24.00	28.90
Undercover siren with position switch	14.00	29.00	28.90
Siren with PA	14.00	29.00	28.90
Siren Control head	14.00	29.00	28.90
LIGHT & LIGHTBARS			
Roof mount Light bar to include controller	18.50	49.00	28.90
Directional Light bar roof mount to include controller	14.00	49.00	28.90
Directional Light bar interior mount to include controller	14.00	49.00	28.90
Any make and/or model emergency light bar source interior and or exterior mount	14.00	49.00	28.90
Specialty overhead roof mount and/or side mount acceleratory lighting into include all components (example: alternate rely, switches etc.)	14.00	49.00	28.90
OTHER:			
Video Camera System to include power supply (interior)	17.00	89.00	28.90
Radars with Antennas	14.00	59.00	28.90
Mobile Data Computers & power supply	14.00	39.00	28.90
Computer mount/docking station	14.00	39.00	28.90
Grille Lights (Halogen, LED or Strobe) push bar mount	9.00	24.00	28.90
Grille Lights (Halogen, LED or Strobe) concealed mount	9.00	24.00	28.90
Rear Deck Lights (Halogen, led or Strobe) interior/exterior	9.00	24.00	28.90
Dash Lights (Halogen, led or Strobe) interior/exterior	9.00	14.00	28.90
Prisoner Cages front/rear	14.00	29.00	28.90
Window Barriers	9.00	14.00	28.90

Description of Items	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)
Shotgun/Rifle Rack (all mounts & types)	9.00	17.00	28.90
Shop Brackets for specialty designed light mounting	9.00	9.00	0.00
Modem/GPS	9.00	24.00	28.90
Fire extinguisher to include brackets	4.00	4.00	28.90
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	9.00	19.00	28.90
Strobe/LED power supplies	9.00	14.00	28.90
Fuse panel	9.00	17.00	28.90
Switch Panel	9.00	19.00	28.90
K-9 Hotdog System	9.00	29.00	28.90
K-9 Door Popper	9.00	9.00	28.90
Wig-Wag Flasher	9.00	14.00	28.90
Flash Light Charger	4.00	9.00	28.90
Push Bumpers	14.00	24.00	0.00
Center Console	14.00	24.00	0.00
Vehicle Graphics	99.00	99.00	28.90
Cut Off Stop & Backup Lights	14.00	49.00	28.90
LED Dash Lights	9.00	24.00	28.90
Kill Switch	9.00	9.00	28.90
Extra Outlets (cig. Lighter type)	9.00	9.00	28.90
Charge Guard (to include relay)	9.00	19.00	28.90
Shut down timer	9.00	9.00	28.90
QPA -1125 Dual slot Charger	0.00	0.00	28.90
Shop Brackets for specialty designed Shotgun/Rifle-Rack mounting	9.00	29.00	28.90
K-9 Rear Insert	9.00	49.00	0.00

PURCHASE PARTS	*PRICE per unit*			
	1-5 units	*6-10 units*	*11-15 units*	*16 or more*
Whelen VTX609J split color, red, blue, white and/or amber with 9 foot cable	84.00	77.00	77.00	77.00
Whelen VTX609C split color, red, blue, white and/or amber with 9 foot cable	84.00	77.00	77.00	77.00
Whelen VTX609R split color, red, blue, white and/or amber with 9 foot cable	84.00	77.00	77.00	77.00
Whelen Tam85 six lamp super LED traffic advisor with two end flashing super led blue, red and/or amber 46.82 inch long to include control box	991.00	903.	903.00	903.00
Whelen VTX609R Vertex super led light red, blue, amber or white 9 foot cable	84.00	77.00	77.00	77.00
Whelen IONSMJ surface mount ION LT red/blu with black housing	112.00	102.00	102.00	102.00
SSWFPOSI6 100% solid state headlight and taillight flasher 2 outlet 160 watts per outlet with seven flash patterns to include plug for positive switching	70.00	64.00	64.00	64.00
Whelen M4J split color with clear outer lens side by side red/amber and red/blue only internal flasher with flash patterns and synchronize feature	154.00	140.00	140.00	140.00
Whelen M4FB m4 led lasher blue/red flange, black	6.00	6.00	6.00	6.00
Whelen SA315P 123Db speaker nylon composite to include mounting bracket	202.00	184.00	184.00	184.00
Whelen 295SLSA6 single unite siren with 9 switch light control and standard switching now with park kill and timed out relay with 17 scan lock siren tones	441.00	402.00	402.00	402.00
Small Fuse Holder	1.00	1.00	1.00	1.00
Large fuse holder	4.00	4.00	4.00	4.00
Distribution Block	22.00	20.00	20.00	20.00
Standard ATC Fuse 10 Amp	1.00	1.00	1.00	1.00
Round Rocker Switch Black	5.00	5.00	5.00	5.00
40 AMP AGU Type Fuse	1.00	1.00	1.00	1.00
Bosch Mini Giant Relay	5.00	4.00	4.00	4.00
Charge Guard	85.00	77.00	77.00	77.00
SPDT Center Off Rocker Switch	3.00	2.00	2.00	2.00
Corner Strobe Assy.	370.00	338.00	338.00	338.00
Strap Kit	70.00	63.00	63.00	63.00
STD Palm Microphone (Gcai)	62.00	56.00	56.00	56.00
Mobile PWR CBL HIPWR	31.00	28.00	28.00	28.00
Mini Cluster Box	4.00	3.00	3.00	3.00

Automotive Rocker Switch	1.00	1.00	1.00	1.00
Panduit	2.00	2.00	2.00	2.00
Rocker Switches For Whelen	6.00	5.00	5.00	5.00
SPST 25A LED switch	5.00	5.00	5.00	5.00
Mini UHF male conn	3.00	3.00	3.00	3.00
Mini ATC fuse 5 AMP	1.00	1.00	1.00	1.00
Antenna ¼ Wabe 152-162	13.00	12.00	12.00	12.00
Halogen Bulb	21.00	20.00	20.00	20.00
27 W Halogen Bulb	21.00	20.00	20.00	20.00
FED Signal Corner Stobe Head	30.00	27.00	27.00	27.00
L.V. SW. assey	45.00	41.00	41.00	41.00
Knob-(radio or light)	4.00	4.00	4.00	4.00

Mark up % rate for non-listed parts: _12.75 %____

Items not listed but required; vendor(s) invoices with mark up pricing must include and reflect the following information. (All supporting documents must be submitted with invoices)

Warranties – *(minimum 60 days)***:**

* Parts: _6 months
* Labor: 60 days

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: **January 28, 2015** | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: *Hidalgo County-Repairs- Removal- Installation and/or Purchase of Mobile Radios- Computers & Other Misc. Equipment"*

BID NO.: 2015-017-01-28-SGS | **Buyer: Sandy Suarez**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	SOUTH TEXAS COMMUNICATIONS Attn: Sid Basandua	BLM	Sandy Suarez	01/12/15	709 E. Pecan McAllen, Texas 78501 956-687-8591 (office) 956-687-1735 (fax) sidb@stcradios.com
2)	VSL, INC. Attn: Diana or Valentin	BLM	Sandy Suarez	01/12/15	3716 S.Bus. Hwy 281 Edinburg, Tx 78539 956-383-6855-Office) 956-380-1513(Fax) Vslinc@aol.com
3)	JTS Attn: Kyle Fuller, RTPM(i)	EMR	Sandy Suarez	01/12/15	5310 S. Cockrell Hill Road Dallas, TX 75236 Office: 972-620-1435 x.125 Fax: 972-247-5023 www.jts.net kyle@jts.net
4)	Preferred Communications, Inc. Attn: Mike Kirsch	EMR	Sandy Suarez	01/12/15	Butner, NC Office: 919-575-4600, ext 23 Toll-free: 800-300-6020 Fax: 919-575-4633 www.satstar.com mike.kirsch@satstar.com
5)	PRIME VENDOR INC Attn: Erica Russ	EMR	Sandy Suarez	01/12/15	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429 Phone: 800 746-9554 Fax: 800 746-8307 bids20@prime-vendor.com
6)	**TRI-COUNTY COMMUNICATIONS** Attn: Vickie Wilt	EMR	Sandy Suarez	01/12/15	1421 East Pike Blvd. Weslaco, Tx78596 956-447-8440 (o) 956-227-0205(c) dchampion@tri-countycom.com
7)	**TagleRock Technologies LLC** **Mario Barreiro**	EMR	Sandy Suarez	01/12/15	205 N. 16th Street McAllen, Texas 78501 956-682-9889 956-329-2398 Mario.taglerock@gmail.com
8)	**Audio Visual Aids Corp** **Rudy Rubio**	EMR	Sandy Suarez	01/13/15	2903 N. Flores St. San Antonio, TX. 78212 1-877-407-0947 rudy@audiovisualaids.com
9)	**CJIS GROUP, LLC** Shannon Pope	EMR	Sandy Suarez	01/15/15	2758 Coastal Hwy US 98, Crawfordville, FL 32327 P-850-926-9800 Ext. 207 F- 850-926-5403 shannon@cjisgroup.com
10)	Republic Smart Media for Public Sector Innovation Deric Johnston	EMR	Sandy Suarez	01/15/15	916-932-1353 djohnston@erepublic.com

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: **January 28, 2015** | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: *Hidalgo County-Repairs- Removal- Installation and/or Purchase of Mobile Radios- Computers & Other Misc. Equipment"*

BID NO.: 2015-017-01-28-SGS | **Buyer: Sandy Suarez**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
11)	Jonathan Larraga	EMR	Sandy Suarez	01/16/15	jlarraga@gmail.com
12)	Impact Power Technologies Colleen Lynam	EMR	Sandy Suarez	01/16/15	145 Wood Road Braintree, MA. 02184 781-752-1202
13)	RELM Wireless Corporation John Murray State and Local Government - Regional Manager South Central	EMR	Sandy Suarez	01/16/15	(713) 965-6717 jmurray@relm.com
14)	Ivan Benway	EMR	Sandy Suarez	01/22/15	ivan@prioritypublicsafety.net

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)
Revised 2/12/2015 4:21 PM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-017-03-03

THIS CONTRACT is made and entered into this **3rd** day of **March, 2015** by and between the **County of Hidalgo, Texas** ("County") and **South Texas Communications, Inc.** ("**C**ompany").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for **"Repairs-Removal, Installation and/or Purchase of Mobile Radios, Computers & Other Miscellaneous Equipment" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed 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 Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the

specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by user Departments within **Hidalgo County**. 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 **one (1) year (on an as needed basis)**, commencing on **March 1 , 2015** and expiring on **February 29, 2016** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company: **South Texas Communications, Inc.**
Attn: James L. Ewing, Vice President
709 East Pecan Street
McAllen, Texas 78501

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

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (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.

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ___day of _____, 2015.

Approved by Commissioner's Court: _____, 2015

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:
South Texas Communications, Inc.

By:_____
Printed Name: James L. Ewing
Title: Vice President

EXHIBIT “A”

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

January 12, 2015

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (all funding sources, programs & entities)**
Request for Bids -**"Repairs, Removal & Installation and/or Purchase of Mobile Radios and Other Misc. Equipment"**
Bid No: 2015-017-01-28-SGS

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/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

Request for Bid (RFB)
Checklist
Hidalgo County
(All Funding Sources, programs & entities)
"Repairs- Removal- Installation and/or Purchase of Mobile Radios-Copmputers & Other Misc.Equipment"
RFB No. 2015-017-01-28-SGS

1) **Request for Bid Letter consists of __1__ page.**
2) **Legal Notice, consisting of__8__ pages.**
3) **Exhibit "A"- Specifications, consisting of __7__pages.**
4) **Exhibit "B"- Bid Form, consisting of__4__pages.**
5) **Exhibit "C"- Insurance Requirements, consisting of __4__ pages.**
6) **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ pages.**
7) **Vendor/Bidder Application and W-9 form consisting of __6__ pages.**
8) **Certification Regarding Debarment, consists of __1__ page.**
9) **Draft Service Contract, consisting of __9__ 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, CPPB
Purchasing Agent

January 12, 2015
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY
(all funding sources, programs & entities)

"Repairs-Removal-Installation and/or Purchase of Mobile Radios-Computers& Other Misc. Equipment"

RFB No.: 2015-017-01-28-SGS

Bid No: 2015-017-01-28-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY

(all funding sources, programs & entities)

"*Repairs- Removal- Installation and/or Purchase of Mobile Radios-Computers & Other Misc. Equipment*"

BID OPENING DATE: January 28, 2015 @ 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- Repairs- Removal -Installation and/or Purchase of Mobile Radios-Computers & Other Misc. Equipment"** 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-2015-017-01-28-SGS-"Hidalgo County- Repairs- Removal -Installation and/or Purchase of Mobile Radios-Computers & Other Misc. Equipment"**in 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, JANUARY 28, 2015. 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-2015-017-01-28-SGS-"Hidalgo County- Repairs- Removal -Installation and/or Purchase of Mobile Radios-Computers & Other Misc. Equipment"**
   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 and Contract Number
  d) Notation - "Hidalgo County- Repairs- Removal -Installation and/or Purchase of Mobile Radios-Computers & Other Misc. Equipment". 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
2802 S. BUSINESS HWY 281
Edinburg, Texas 78539
956-318-2511
Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**January 28, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____,2015

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT** (if applicable)**:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter

pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to

transact business in Texas.

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the

laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
(all funding sources, programs & entities)
"Hidalgo County- Repairs- Removal -Installation and/or Purchase of Mobile Radios-Computers & Other Misc. Equipment"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
HIDALGO COUNTY
(All funding sources, programs & entites)
"Repairs-Removal-Installation and/or Purchase of Mobile Radios –Computers & Other Misc. Equipment"
Bid No.: 2015-017-01-28-SGS

SCOPE OF WORK:

Hidalgo County is solicitating sealed bids from qualified bidder(s), to contract for the services of "Repairs- Removal - Installation and/or Purchase of Mobile Radios –Computers and Other Misc Equipment on an **"as needed basis"**. Equipment used can change on a day-to-day basis depending on new product lines available. The enclosed list does not limit the scope of repairs to those items only. Other misc.equipment includes flashlight chargers, power sources, shotgun racks and vehicle floor mounting brackets, portable/mobile and hand held radios etc. This contract will exclude all Tower Sites.

SPECIFICATIONS/REQUIREMENTS:

1. Vendor(s) submitting bid must only use service Techinicans with at least three (3) years experience and should be currently performing repairs, removals and installations for other law enforcement and emergency response agencies.

2. A list of a minimum of four (4) current referenced/contract for any state, local political subdivision, private sector or any other law enforecement agency must be submitted with your bid for qualification. Information should include, but not limitied to the following.
   a) Company
   b) Contact Person
   c) Phone Number
   d) Work performed
   e) Contract term

3. Vendor(s) shall be able to refurbish and/or repair any and all non-working overhead light bars, radios, sirens, and emergency miscellaneous equipment unless equipment is beyond repair.

4. Vendor(s) must have a Service facility located in Hidalgo County to be able to complete work specified. Have ample space to store property being repaired, removed and/or installed. Facility should also have covered working area(s) to protect vehicles and equipment against inclement weather, while conducting any of the above mentioned services.

5. Service facility must have the ability to tract and document the storage of property, while conducting repairs and/or installing equipment.

6. Vendor must have the proposed facilitiy insured for losses resulting in theft, fire, employee negligence or hazardous weather condition (Garbage Keeper's Insurance) and must be maintained through out the contract term.

7. Vendor(s) must be able to complete a vehicle installation in two (2) working days and a removal in one (1) working day.

8. Vendor(s) must be able to work on multiple vehicles at one time.

9. Vendor (s) must be able to provide services for Hidalgo County Fleet.

10. Vendor must have an area to keep vehicles secured for overnight and weekends.

11. Vendor must be able to pickup and/or deliver vehicles to and from any Hidalgo County department upon request and only when necessary and at no additional cost to the County.

12. Vendor must warranty all work performed for a minimum of sixty (60) days.

13. For items under Manufacturer's warranty, warranty will prevail until expiration of that warranty, thereafter this agreement will commence.

14. On occasion the awarded vendor will be asked to perform tasks at the Department location site on an "emergency basis"only. All services shall be included in the bid price.

15. Awarded Vendor, upon submitting invoices for Mark up prices, must provide invoices in the format as SAMPLED in Exhibit"B" with all supporting documentation.

16. Any item(s) that might be needed/required and not herein specified shall be honored with the terms of this contract.

17. Awarded Vendor(s) will be responsible for vehicles and/or equipment that are damaged or vandalized while in their control.

TERMS AND CONDITIONS:

1) The contract shall be for a period of one (1) year with the County's option to extend for an additional two (2) - one (1) year term under the same rates, terms and conditions. The new contract will not take effect until the last day of the existing contract.

2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for new contract term.

3) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4) Hidalgo County reserves the right to seek purchases from State awarded vendors whenever it is in its best interest to do so.

5) Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty days written notice prior to cancellation.

6) Vendor must possess insurance (as stated in Exhibit "C") to cover Hidalgo County property including but not limited to: vehicles, equipment etc.

   Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

7) Hidalgo County reserves the right to award this contract on the basis of **lowest and best bid.**

8) Hidalgo County reserves the right to reject any/all bids, to waive any/all formatlities or technicalities or to accept the bid considered the best and most advantage to the County.

9) Hidalgo County reserves the right to award this contract to one (1) or multiple vendor(s) at the County's discretion.

10) Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

11) After bid is awarded and low bidder defaults in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, Coutny shall charge the successful bidder the difference for any additional cost of such item(s).

12) Bidder(s) agrees that to the extent an items is unavailable from the Bidder(s) own inventory, Bidders(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

13) Unless otherwise specified any reference to make, manufacturer and/or model used in the bid specifications is Merely descriptive and not restrictive and is used only to indicate tupe, style or quality of material desired.

14) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

REPAIRS, REMOVAL AND INSTALLATION

Equipment used can change on a day-to-day basis depending on new product lines available. The list below is to let you identify what type of equipment you may be repairing and not limited to the scope of repairs to these items. The repairs will be for everything installed or assigned specifically to police units, marked units and unmarked units that are considered emergency equipment. Miscellaneous equipment includes flashlight chargers, additional power sources, shotgun racks and vehicle floor mounting brackets**. Any and all new equipment acquired by the Hidalgo County will be honored.**

Hidalgo County has the following equipment installed in the vehicles, but not limited too:

a) Radio:

- Police Radio- Truck/rear mount to include speaker & mic
- Police Radio dash mount to include speaker & mic
- Police Radio concealed mount to include speaker & mic
- Repair, install and/or removal of any hand held mobile/portable, two way radio, radio systems etc. (i.e.Motorala, Johnson etc.)
- Band base (i.e. ICOM Amateur Band Radio (HAM), etc.)
- Radio Frequency Program
- De programming Radio Frequency
- Create and/or Radio Template

b) Sirens:

- 12 Volt Sirens
- Siren Speakers Push Bar Mounted
- Siren Speakers Concealed Mounted
- Multi Function Siren Box
- Undercover siren with position switch
- Siren with PA
- Siren control head

c) **Antennas:** including disguise antennas and the interface to the radio
- Antenna roof mount
- Antenna window mount
- Antenna concealed mount
- Antenna tuning

d) **LIGHTS & LIGHTBARS:** to include interface cables to consoles and installation and interface with switch panels
- Roof mount Light bar to include controller
- Directional light bar roof mount to include controller
- Directional light bar interior mount to include controller
- Any make and/or model emergency light bar source interior or exterior
- Specialty overhead roof mount and/or side mount acceleratory lighting to include all components (i.e. alternate relay, switches, etc)

e) ***OTHER:***
- In car Video Camera System to include power supply
- Radars with Antennas
- Mobile Data Computers & power supply
- Computer mount/docking station
- Grille Lights (Halogen, LED or Strobe) push bar mount
- Grille Lights (Halogen, LED or Strobe) concealed mount
- Rear Deck Lights (strobe, LED or halogen) interior/exterior
- Dash Lights (strobe, led or Halogen) interior/exterior
- Prisoner Cages- front/rear
- Window Barriers
- Shotgun/Rifle Rack (all mounts & types)
- Shop Brackets for specialty designed light mounting
- Modem/GPS
- Fire extinguisher to include brackets
- Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)
- Strobe/LED power supplies
- Fuse panel
- Switch Panel
- K-9 Hotdog System
- K-9 Door Popper
- Wig-Wag Flasher
- Flash Light Charger
- Push Bumpers
- Center Console
- Vehicle Graphics
- Cut Off Stop & backup lights
- Kill Switch
- Extra Outlets (cig. Lighter type)
- Switch Panel
- Charge Guard(to include relay)
- Shut down timer

- QPA-1125 Dual Slot Charger
- Shop Brackets for specialty designed shotgun/rifle rack mounting
- K-9 rear insert
- Whelen VTX609J split color, red, blue, white and/or amber with 9 foot cable
- Whelen VTX609C split color, red, blue, white and/or amber with 9 foot cable
- Whelen VTX609R split color, red, blue, white and/or amber with 9 foot cable
- Whelen Tam85 six lamp super LED traffic advisor with two end flashing super led blue, red and/or amber 46.82 inch long to include control box
- Whelen VTX609R Vertex super led light red, blue, amber or white 9 foot cable
- Whelen IONSMJ surface mount ION LT red/blue with black housing
- SSWFPOSI6 100% sold state headlight and taillight flasher 2 outlet with seven flash patterns to include plug for positive switching
- Whelen M4J split color with clear outer lens side by side red/amber and red/blue only internal flasher with flash patterns and synchronize feature
- Whelen M4FB m4 led lasher blue/red flange, black
- Whelen SA315P 123Db speaker nylon composite to include mounting bracket
- Whelen 295SLSA6 single unite siren with 9 switch light control and standard switching now with park kill and timed out relay with 17 scan lock siren tones
- Small Fuse Holder
- Large fuse Holder
- Distribution Block
- Standard ATC fuse 10 Amp
- Round Rocker Switch Black
- 40 AMP AGU type fuse
- Bosch Mini giant relay
- Charge Guard
- SPDT Center off rocker switch
- Corner Strobe Assy
- Strap kit
- STD Palm microphone (GCAI)
- Mobile PWR CBL HI PWR
- Mini Cluster Box
- Automotive Rocker Switch
- Panduit
- Rocker switches for Whelen
- SPST 25A LED switch
- Mini UHF male conn
- Mini ATC Fuse 5 amp
- Antenna ¼ wabe 152-162
- Halogen Blub
- FED single corner strobe head
- L.V. SW. Assey
- KNOB

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **PRICE REDUCTION:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **TIME FRAME FOR ADJUSTED PRICE INCREASES:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **ALLOWABLE REVIEW PERIODS:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **DOLLAR LIMIT TO PRICE CHANGES:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandy Suarez, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandy.suarez@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, January 21, 2015 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than FRIDAY, January 23, 2015 BY 5:00 P.M.**

EXHIBIT "B"

HIDALGO COUNTY

"Repairs- Removal- Installation and/or Purchase of Mobile Radios-Computers & Other Misc. Equipment"

BID No.: 2015-017-01-28-SGS

ITEMS		Removal Price	Installation Price	Repair Price (Per Hour)
NIPG CODES	**RADIOS**			
055-67	Police Radio truck/rear monunt to include speaker & mic	$	$	$
055-67	Police Radio dash mount to include speaker & mic	$	$	$
055-67	Police Radio concealed mount to include speaket & mic	$	$	$
726-88	Hand held, mobile/portable, two way, radio systems etc. Motorala, Johnson etc.)	$	$	$
726-56	Band Radios (i.e. ICOM Amateur Band Radio (HAM) etc.	$	$	$
726-89	Radio Base	$	$	$
928-27	Radio Frequency Program	$	$	$
928-27	Radio Frequency De-Program	$	$	$
928-27	Create and/or Change radio template	$	$	$
	ANTENNAS			
055-67	Antenna Roof Mount	$	$	$
055-67	Antenna Window Mount	$	$	$
055-67	Antenna Concealed Mount	$	$	$
726-16	Antenna Tuning	$	$	$
	SIRENS			
055-79	12 Volt Sirens	$	$	$
055-16	Siren Speakers Push Bar Mounted	$	$	$
055-16	Siren Speakers Concealed Mounted	$	$	$
055-16	Multi-function Siren Box	$	$	$
055-83	Undercover Siren with position switch	$	$	$
055-16	Siren with PA	$	$	$
055-16	Siren Control head	$	$	$
	LIGHT BAR			
055-57	Roof Mount Light bar to include controller	$	$	$
055-57	Directional Light bar -roof mount to include controller	$	$	$
055-57	Directional Light bar - interior mount to include controller	$	$	$
055-57	Any make and/or model emergency light bar source interior and or exterior mount	$	$	$
055-57	Specialty overhead roof mount and/or side mount acceleratory lighting into include all components (example: alternate rely, switches etc.)	$	$	$
	OTHER			
055-12	Video Camera System-to include power supply (interior)	$	$	$
680-77	Radars with Antennas	$	$	$
725-60	Mobile Data Computers & stands with power supply	$	$	$
055-67	Computer Mount/docking station	$	$	$
055-67	Grille Lights (Halogen, LED or Strobe) push bar mount	$	$	$
055-67	Grille Lights (Halogen, LED or Strobe) concealed mount	$	$	$
055-57	Rear Deck Lights (Halogen, LED or Strobe) (interior/exterior)	$	$	$
055-57	Dash Lights (Halogen, LED or Strobe) (interior/exterior)	$	$	$
680-42	Prisoner Cages front/rear	$	$	$
680-42	Window Barriers	$	$	$
055-74	Shotgun/Rifle Rack (all mounts & types)	$	$	$
055-67	Shop Brackets for specialty designed light mounting	$	$	$
055-35	Modem GPS	$	$	$
340-28	Fire Extinguisher – to include brackets	$	$	$
055-57	Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$	$	$
055-57	Strobe Power Supplies	$	$	$
285-34	Fuse Panel	$	$	$

285-95	Switch Panel	$	$	$
680-33	K-9 Hotdog System	$	$	$
285-34	K-9 Door Popper	$	$	$
055-83	Wig-Wag Flasher	$	$	$
060-37	Flash Light Charger	$	$	$
055-36	Push Bumpers	$	$	$
055-16	Center Console	$	$	$
255-30	Vehicle Graphics	$	$	$
055-67	Cut Off Stop & Back up Ligts	$	$	$
055-68	LED Dash Lights	$	$	$
285-95	Kill Switch	$	$	$
060-37	Extra Outlet (Cig. Lighter type)	$	$	$
840-70	Charge Guard (to include relay)	$	$	$
840-70	Shut Down Timer	$	$	$
725-14	QPA-1125 Dual Slot Charger	$	$	$
055-74	Shop Brackets for specialty designed Shotgun/Rifle Rack mounting	$	$	$
680-33	K-9 Rear Insert	$	$	$

	PURCHASE PARTS	**Price Per Unit**			
		1-5 units	***6-10 units***	***11-15 units***	***16 or more***
055-57	Whelen VTX609J split color, red, blue, white and/or amber with 9 foot cable				
055-57	Whelen VTX609C split color, red, blue, white and/or amber with 9 foot cable				
055-57	Whelen VTX609R split color, red, blue, white and/or amber with 9 foot cable				
055-57	Whelen Tam85 six lamp super LED traffic advisor with two end flashing super led blue, red and/or amber 46.82 inch long to include control box				
055-57	Whelen VTX609R Vertex super led light red, blue, amber or white 9 foot cable				
055-57	Whelen IONSMJ surface mount ION LT red/blu with black housing				
055-57	SSWFPOSI6 100% solid state headlight and taillight flasher 2 outlet 160 watts per outlet with seven flash patterns to include plug for positive switching				
055-57	Whelen M4J split color with clear outer lens side by side red/amber and red/blue only internal flasher with flash patterns and synchronize feature				
055-57	Whelen M4FB m4 led lasher blue/red flange, black				
055-57	Whelen SA315P 123Db speaker nylon composite to include mounting bracket				
055-57	Whelen 295SLSA6 single unite siren with 9 switch light control and standard switching now with park kill and timed out relay with 17 scan lock siren tones				
285-34	Small Fuse Holder				
285-34	Large fuse holder				
060-37	Distribution Block				
285-34	Standard ATC Fuse 10 Amp				
055-83	Round Rocker Switch Black				
285-34	40 AMP AGU Type Fuse				
060-36	Bosch Mini Giant Relay				
060-37	Charge Guard				
055-83	SPDT Center Off Rocker Switch				
055-57	Corner Strobe Assy.				
060-24	Strap Kit				
726-90	STD Palm Microphone (Gcai)				
060-24	Mobile Pwr Cbl HIPWR				
055-83	Mini Cluster Box				
055-83	Automotive Rocker Switch				
060-24	Panduit				
055-83	Rocker Switches For Whelen				
055-83	SPST 25A LED SWITCH				
726-90	Mini UHF Male Conn				

726-90	Mini ATC Fuse 5 Amp				
726-16	Antenna ¼ Wabe 152-162				
	Halogen bulb				
055-37	27W Halogen bulb				
055-57	Fed Signal Corner Strobe Head				
285-95	L.V. SW. Assey (electrical wiring- radios, lights etc)				
726-90 055-83	Knob (radio or light)				

Mark Up Rate on all non-listed Parts_____%

Warranties – *(minimum 60 days)***:**

* Parts: _____
* Labor: _____

Item(s) not-listed, but required – Vendor(s) invoices with Mark up pricing must include & reflect the following information. (All supporting documentation must accompany invoices.)

SAMPLE -INVOICE FORMAT						
Description Of Item	**Qty**	**Cost**	**Markup %**	**Markup pricing**	**Markup total price**	**Invoice Amt.**

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	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 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 LIABILIT**				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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: ((956) 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.:

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 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.

EXHIBIT “B”

VENDOR’S BID PRICE

EXHIBIT "B"

HIDALGO COUNTY

"Repairs- Removal- Installation and/or Purchase of Mobile Radios-Computers & Other Misc. Equipment"

BID No.: 2015-017-01-28-SGS

NIPG CODES	ITEMS	Removal Price	Installation Price	Repair Price (Per Hour)
	RADIOS			
055-67	Police Radio truck/rear monunt to include speaker & mic	$ 20.50	$ 39.00	$ 28.90
055-67	Police Radio dash mount to include speaker & mic	$ 9.50	$ 24.00	$ 28.90
055-67	Police Radio concealed mount to include speaket & mic	$ 20.50	$ 39.00	$ 28.90
726-88	Hand held, mobile/portable, two way, radio systems etc. Motorala, Johnson etc.)	$ 0.00	$ 0.00	$ 28.90
726-56	Band Radios (i.e. ICOM Amateur Band Radio (HAM) etc.	$ 0.00	$ 0.00	$ 28.90
726-89	Radio Base	$ 0.00	$ 0.00	$ 28.90
928-27	Radio Frequency Program	$ 0.00	$ 0.00	$ 28.90
928-27	Radio Frequency De-Program	$ 0.00	$ 0.00	$ 28.90
928-27	Create and/or Change radio template	$ 0.00	$ 0.00	$ 100.00
	ANTENNAS			
055-67	Antenna Roof Mount	$ 6.00	$ 9.00	$ 28.90
055-67	Antenna Window Mount	$ 5.00	$ 8.00	$ 25.00
055-67	Antenna Concealed Mount	$ 9.00	$ 19.00	$ 28.90
726-16	Antenna Tuning	$ 0.00	$ 0.00	$ 28.90
	SIRENS			
055-79	12 Volt Sirens	$ 12.00	$ 24.00	$ 28.90
055-16	Siren Speakers Push Bar Mounted	$ 11.00	$ 17.00	$ 28.90
055-16	Siren Speakers Concealed Mounted	$ 11.00	$ 19.00	$ 28.90
055-16	Multi-function Siren Box	$ 14.00	$ 24.00	$ 28.90
055-83	Undercover Siren with position switch	$ 14.00	$ 29.00	$ 28.90
055-16	Siren with PA	$ 14.00	$ 29.00	$ 28.90
055-16	Siren Control head	$ 14.00	$ 29.00	$ 28.90
	LIGHT BAR			
055-57	Roof Mount Light bar to include controller	$ 18.50	$ 49.00	$ 28.90
055-57	Directional Light bar -roof mount to include controller	$ 14.00	$ 49.00	$ 28.90
055-57	Directional Light bar - interior mount to include controller	$ 14.00	$ 49.00	$ 28.90
055-57	Any make and/or model emergency light bar source interior and or exterior mount	$ 14.00	$ 49.00	$ 28.90
055-57	Specialty overhead roof mount and/or side mount acceleratory lighting into include all components (example: alternate rely, switches etc.)	$ 14.00	$ 49.00	$ 28.90
	OTHER			
055-12	Video Camera System-to include power supply (interior)	$ 17.00	$ 89.00	$ 28.90
680-77	Radars with Antennas	$ 14.00	$ 59.00	$ 28.90
725-60	Mobile Data Computers & stands with power supply	$ 14.00	$ 39.00	$ 28.90
055-67	Computer Mount/docking station	$ 14.00	$ 39.00	$ 28.90
055-67	Grille Lights (Halogen, LED or Strobe) push bar mount	$ 9.00	$ 24.00	$ 28.90
055-67	Grille Lights (Halogen, LED or Strobe) concealed mount	$ 9.00	$ 24.00	$ 28.90
055-57	Rear Deck Lights (Halogen, LED or Strobe) (interior/exterior)	$ 9.00	$ 24.00	$ 28.90
055-57	Dash Lights (Halogen, LED or Strobe) (interior/exterior)	$ 9.00	$ 14.00	$ 28.90
680-42	Prisoner Cages front/rear	$ 14.00	$ 29.00	$ 28.90
680-42	Window Barriers	$ 9.00	$ 14.00	$ 28.90
055-74	Shotgun/Rifle Rack (all mounts & types)	$ 9.00	$ 17.00	$ 28.90
055-67	Shop Brackets for specialty designed light mounting	$ 9.00	$ 9.00	$ 0.00
055-35	Modem GPS	$ 9.00	$ 24.00	$ 28.90
340-28	Fire Extinguisher – to include brackets	$ 4.00	$ 4.00	$ 28.90
055-57	Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$ 9.00	$ 19.00	$ 28.90
055-57	Strobe Power Supplies	$ 9.00	$ 14.00	$ 28.90
285-34	Fuse Panel	$ 9.00	$ 17.00	$ 28.90

OPENED
1/28/15
9:45am
Witnessed

285-95	Switch Panel	$ 9.00	$ 19.00	$ 28.90
680-33	K-9 Hotdog System	$ 9.00	$ 29.00	$ 28.90
285-34	K-9 Door Popper	$ 9.00	$ 9.00	$ 28.90
055-83	Wig-Wag Flasher	$ 9.00	$ 14.00	$ 28.90
060-37	Flash Light Charger	$ 4.00	$ 9.00	$ 28.90
055-36	Push Bumpers	$ 14.00	$ 24.00	$ 0.00
055-16	Center Console	$ 14.00	$ 24.00	$ 0.00
255-30	Vehicle Graphics	$ 99.00	$ 99.00	$ 28.90
055-67	Cut Off Stop & Back up Ligts	$ 14.00	$ 49.00	$ 28.90
055-68	LED Dash Lights	$ 9.00	$ 24.00	$ 28.90
285-95	Kill Switch	$ 9.00	$ 9.00	$ 28.90
060-37	Extra Outlet (Cig. Lighter type)	$ 9.00	$ 9.00	$ 28.90
840-70	Charge Guard (to include relay)	$ 9.00	$ 19.00	$ 28.90
840-70	Shut Down Timer	$ 9.00	$ 9.00	$ 28.90
725-14	QPA-1125 Dual Slot Charger	$ 0.00	$ 0.00	$ 28.90
055-74	Shop Brackets for specialty designed Shotgun/Rifle Rack mounting	$ 9.00	$ 29.00	$ 28.90
680-33	K-9 Rear Insert	$ 9.00	$ 49.00	$ 0.00
	PURCHASE PARTS	**Price Per Unit**		
		1-5 units	*6-10 units*	*11-15 units*	*16 or more*
055-57	Whelen VTX609J split color, red, blue, white and/or amber with 9 foot cable	84.00	77.00	77.00	77.00
055-57	Whelen VTX609C split color, red, blue, white and/or amber with 9 foot cable	84.00	77.00	77.00	77.00
055-57	Whelen VTX609R split color, red, blue, white and/or amber with 9 foot cable	84.00	77.00	77.00	77.00
055-57	Whelen Tam85 six lamp super LED traffic advisor with two end flashing super led blue, red and/or amber 46.82 inch long to include control box	991.00	903.00	903.00	903.00
055-57	Whelen VTX609R Vertex super led light red, blue, amber or white 9 foot cable	84.00	77.00	77.00	77.00
055-57	Whelen IONSMJ surface mount ION LT red/blu with black housing	112.00	102.00	102.00	102.00
055-57	SSWFPOS16 100% solid state headlight and taillight flasher 2 outlet 160 watts per outlet with seven flash patterns to include plug for positive switching	70.00	64.00	64.00	64.00
055-57	Whelen M4J split color with clear outer lens side by side red/amber and red/blue only internal flasher with flash patterns and synchronize feature	154.00	140.00	140.00	140.00
055-57	Whelen M4FB m4 led lasher blue/red flange, black	6.00	6.00	6.00	6.00
055-57	Whelen SA315P 123Db speaker nylon composite to include mounting bracket	202.00	184.00	184.00	184.00
055-57	Whelen 295SLSA6 single unite siren with 9 switch light control and standard switching now with park kill and timed out relay with 17 scan lock siren tones	441.00	402.00	402.00	402.00
285-34	Small Fuse Holder	1.00	1.00	1.00	1.00
285-34	Large fuse holder	4.00	4.00	4.00	4.00
060-37	Distribution Block	22.00	20.00	20.00	20.00
285-34	Standard ATC Fuse 10 Amp	1.00	1.00	1.00	1.00
055-83	Round Rocker Switch Black	5.00	5.00	5.00	5.00
285-34	40 AMP AGU Type Fuse	1.00	1.00	1.00	1.00
060-36	Bosch Mini Giant Relay	5.00	4.00	4.00	4.00
060-37	Charge Guard	85.00	77.00	77.00	77.00
055-83	SPDT Center Off Rocker Switch	3.00	2.00	2.00	2.00
055-57	Corner Strobe Assy.	370.00	338.00	338.00	338.00
060-24	Strap Kit	70.00	63.00	63.00	63.00
726-90	STD Palm Microphone (Gcai)	62.00	50.00	50.00	50.00
060-24	Mobile Pwr Cbl HIPWR	31.00	28.00	28.00	28.00
055-83	Mini Cluster Box	4.00	3.00	3.00	3.00
055-83	Automotive Rocker Switch	1.00	1.00	1.00	1.00
060-24	Panduit	2.00	2.00	2.00	2.00
055-83	Rocker Switches For Whelen	6.00	5.00	5.00	5.00
055-83	SPST 25A LED SWITCH	5.00	5.00	5.00	5.00
726-90	Mini UHF Male Conn	3.00	3.00	3.00	3.00

OPENED
1/28/15
09:45am
Witnessed

726-90	Mini ATC Fuse 5 Amp	1.00	1.00	1.00	1.00
726-16	Antenna ¼ Wabe 152-162	13.00	12.00	12.00	12.00
055-37	Halogen bulb 27W Halogen bulb	21.00	20.00	20.00	20.00
055-57	Fed Signal Corner Strobe Head	30.00	27.00	27.00	27.00
285-95	L.V. SW. Assey (electrical wiring- radios, lights etc)	45.00	41.00	41.00	41.00
726-90 055-83	Knob (radio or light)	4.00	4.00	4.00	4.00

Mark Up Rate on all non-listed Parts 12.75 %

Warranties – *(minimum 60 days)*:

* Parts: 12 MTH.
* Labor: 100 Days

Item(s) not-listed, but required – Vendor(s) invoices with Mark up pricing must include & reflect the following information. (All supporting documentation must accompany invoices.)

SAMPLE -INVOICE FORMAT						
Description Of Item	**Qty**	**Cost**	**Markup %**	**Markup pricing**	**Markup total price**	**Invoice Amt.**

OPENED
1/28/15
9:45am
Witnessed

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: South Texas Communications

ADDRESS: 709 E. Pecan

CITY/STATE/ZIP CODE: McAllen, Tx. 78501

PHONE NUMBER/: 956-687-8591

CELLULAR NUMBER:

FAX NUMBER: 956-687-1735

AUTHORIZED SIGNATURE: Isidra Basaldua

EMAIL ADDRESS: sidb@stcradios.com

PRINTED NAME: Isidra Basaldua

TITLE: Business Administrator

DATE: 1/28/15

EXHIBIT “C”

INSURANCE REQUIREMENTS

SOUTTEX-18 CANPA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/12/2015

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:	
Shepard Insurance Agency 5801 N 10th St Ste 300 McAllen, TX 78504	PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS: shepard@shepins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire Lloyds	43559
INSURER B : American Hallmark Ins Co of TX	43494
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

South Texas Communications, Inc.
P.O. Box 3712
McAllen, TX 78502

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			85318377	04/20/2014	04/20/2015	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							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 PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			85318377	04/20/2014	04/20/2015	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)	$	
								$	
A	X UMBRELLA LIAB X OCCUR			85318377	04/20/2014	04/20/2015	EACH OCCURRENCE	$	1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	
	DED X RETENTION $ 10,000						Aggregate	$	1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			AHWC1966	02/01/2015	02/01/2016	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
A	Garage & Dealers (Si			85318377	04/20/2014	04/20/2015	Each Covered Auto		45,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept. Attn: Elena
2812 South 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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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Reveiw & Approve - contract# C-15-017-03-03-South Texas Communication-HC

From : Steve Crain <scrain@atlashall.com> Fri, Feb 27, 2015 01:43 PM

Subject : RE: Reveiw & Approve - contract# C-15-017-03-03-South Texas Communication-HC

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, February 27, 2015 1:29 PM
To: Steve Crain; Marynel Trevino
Cc: Sandy Suarez
Subject: Re: Reveiw & Approve - contract# C-15-017-03-03-South Texas Communication-HC

Mr. Crain-

Please review and approve as to form contract attached hereto with correction to the name as advise.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Friday, February 27, 2015 12:59:36 PM
Subject: RE: Reveiw & Approve - contract# C-15-017-03-03-South Texas Communication-HC

Please correct the name of the Company on the first page of the contract.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, February 27, 2015 12:08 PM
To: Stephen L. Crain; Marynel Trevino
Cc: Sandy Suarez; Darlene H. Betancourt
Subject: Reveiw & Approve - contract# C-15-017-03-03-South Texas Communication-HC

Mr. Crain-

Please review and approve as to form contract # **C-15-017-03-03** with **South Texas Communications** for: **"Repairs-Removal, Installation and/or Purchase of Mobile Radios, Computers & Other Miscellaneous Equipment" (on an as needed basis)** for **Hidalgo County**.

***Note: will be placed on the next CC agenda for final approval.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
***P**(956) 318-2626 **F**(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

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image001.gif
345 B

AI -48357 **Purchasing Department** **23. A. 3.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole bid received as detailed in tabulation sheet contained herin meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County-"Pager Services" through project No.: 2015-034-01-15-SGS.

BACKGROUND

1. 3 procurement packet requested and distributed;
2. Only 1 response received;
3. Contract will commence on March 20, 2015.4
4. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-280-001-0-532

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

BUDGETARY IMPACT:

S.O. - $17,912.49 as of 02/26/15

Attachments

Recommendation, tab , participation log & expenditures

Legal approval

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/25/2015 10:17 AM
Budget & Management	Veronica Ortiz	02/26/2015 10:01 AM
Glinda Pacheco	Glinda Pacheco	02/26/2015 04:19 PM
Auditor's Office	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Sandy Suarez		Started On: 02/02/2015 04:26 PM
Final Approval Date: 02/27/2015		

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
FEB 02 2015
By

MEMORANDUM

TO: **Richard Ozuna, Capt.**
Hidalgo County Adult Detention Facility

ATTN: Juan Tapia, Procurement Specialist

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: January 28, 2015

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
RFSQ No. 2015-034-01-15-SGS-Hidalgo County (All Funding Sources, Programs and Entities)- "PAGER SERVICES".

We have received one (1) respondent to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with a copy of the **sole bid response** for your review and recommendation/concurrence.

Please acknowledge by signing below, your recommendation/concurrence to award to the sole bidder, meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Thursday, February 05, 2015 @10:00 A.M. in order to place this item on the proposed agenda for Commissioners Court Meeting, on Tuesday, March 03, 2015.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS:	Please award to sole bidder. Advanced Paging
Budget Acct No.:	5-1100-421-00-280-001-0-532

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Richard Ozuna	HCSO	2/2/15

Enclosures

S.O.

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: **Renan Ramirez,** Chief Information Officer
Hidalgo County IT Department

ATTN: Edna Kirby

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: January 28, 2015

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
RFSQ No. 2015-034-01-15-SGS-Hidalgo County (All Funding Sources, Programs and Entities)-"PAGER SERVICES".

We have received one (1) respondent to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with a copy of the **sole bid response** for your review and recommendation/concurrence.

Please acknowledge by signing below, your recommendation/concurrence to award to the sole bidder, meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Thursday, February 05, 2015 @10:00 A.M. in order to place this item on the proposed agenda for Commissioners Court Meeting, on Tuesday, March 03, 2015.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS:	IT does not utilize pagers. For review & approval only. S.S. 2/02/15
Budget Acct No.:	

RENAN RAMIREZ IT 1/28/15

AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
RFSQ TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE	
QUOTE OPENING DATE: January 15, 2015	**QUOTE OPENING TIME: 11:00 A.M.**
DESCRIPTION OF QUOTE: "PAGER SERVICES"	
QUOTE NO: 2015-034-01-15-SGS	**BUYER: SANDY SUAREZ**

ITEMS	**COMPANY NAME**			
	SOLE BIDDER- ADVANCED PAGING			
Motorola Advisor Gold Pager- Equal to or Better			$ 40.00 ea. replacement	
Proposed Monthly Rate for Unlimited Airtime (per pager)	**Monthly Rate**		$ 6.95	
Proposed Monthly Rate for Unlimited Alphanumeric air time (per pager if different from regular Air-time)			$ 6.95	
Coverage Area Per price quote	**Service**		**Month Rate**	
	Local		6.95	
	State Wide		9.95	
	Regional		12.95	
	Nation Wide		N/A	
Group page Alpha-numeric Rate			$ 6.95	
Repair Service- charge per Pager			32.95	
Alpha-Numeric 1-Way Paging (Under A Lease Agreement)	**Service**	**Monthly Rate** (Includes Lease of Pager)	**Page Allowance Per Month**	**Charge per Overage on Page Allowance**
	Local	7.95	**$ 0.00**	**$ 0.00**
	State wide	10.95	**$ 0.00**	**$ 0.00**
	Regional	14.95	**$ 0.00**	**$ 0.00**
	Nation wide	N/A	**$ 0.00**	**$ 0.00**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFSQ-RFI

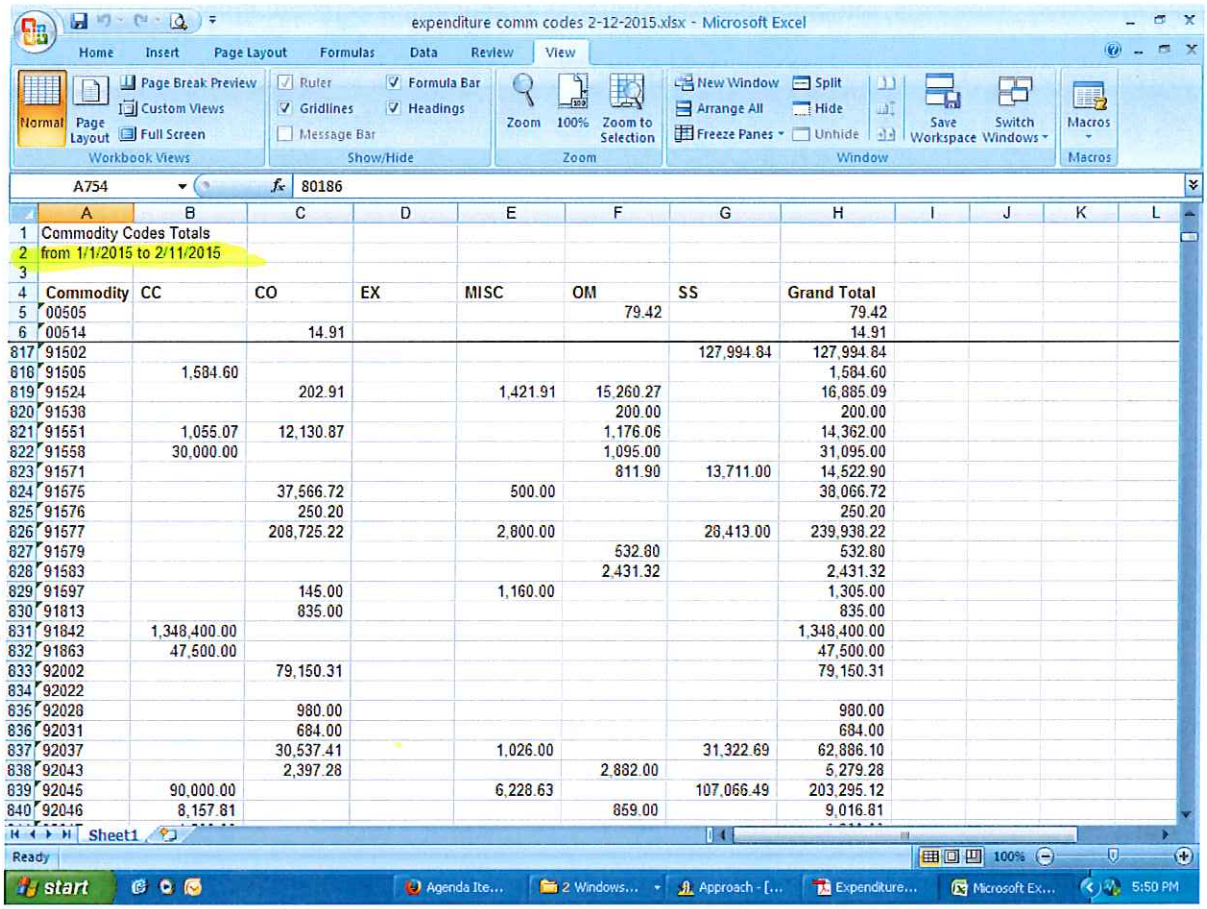
QUOTE OPENING DATE: JANUARY 15, 2015 QUOTE OPENING TIME: 11:00 A.M.

DEPARTMENT/QUOTE DESCRIPTION: "HIDALGO COUNTY (All Funding Sources, Programs & Entities- - PAGER SERVICES"

RFSQ NO.: 2015-034-01-15-SGS

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
Yoder Enterprises, Inc DBA: Advanced Paging Attn: Dwight F. Yoder, (Vice President) Blanca Trevino	**BLM**	Sandy Suarez	12/30/14	600 Ash Ave. -PO Drawer 3097 McAllen, TX 78502 (956) 631-7243 C# 984-9101 (956) 213-1195 fax Dwightyoder@hotmail.com btrevino@sctel.co
All Page Attn: Mr. Tom	**BLM**	Sandy Suarez	12/30/14	PO Box 691730, Houston, TX 77269-1730 1-800-777-7182 office sales@allpage.com
Texas Communications of Austin Attn: Mr. Bergman	**BLM**	Sandy Suarez	12/30/14	10109 Mc Kalla Pl., Suite C Austin, Texas 78758 512-450-1000 office cbergman@texascom.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

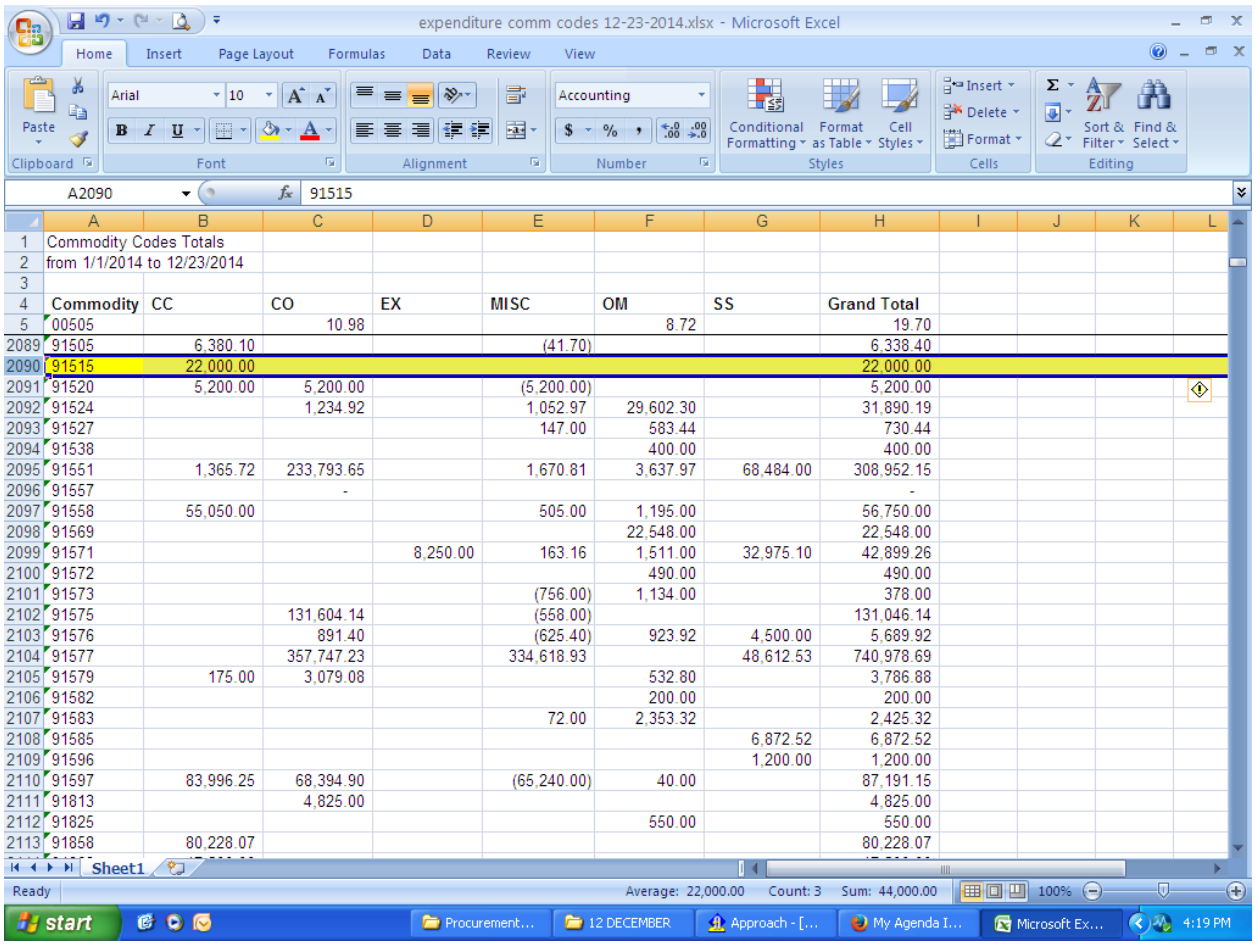


expenditure comm codes 2-12-2015.xlsx - Microsoft Excel

Commodity Codes Totals
from 1/1/2015 to 2/11/2015

Commodity	CC	CO	EX	MISC	OM	SS	Grand Total
00505					79.42		79.42
00514		14.91					14.91
91502						127,994.84	127,994.84
91505	1,584.60						1,584.60
91524		202.91		1,421.91	15,260.27		16,885.09
91538					200.00		200.00
91551	1,055.07	12,130.87			1,176.06		14,362.00
91558	30,000.00				1,095.00		31,095.00
91571					811.90	13,711.00	14,522.90
91575		37,566.72		500.00			38,066.72
91576		250.20					250.20
91577		208,725.22		2,800.00		28,413.00	239,938.22
91579					532.80		532.80
91583					2,431.32		2,431.32
91597		145.00		1,160.00			1,305.00
91813		835.00					835.00
91842	1,348,400.00						1,348,400.00
91863	47,500.00						47,500.00
92002		79,150.31					79,150.31
92022							
92028		980.00					980.00
92031		684.00					684.00
92037		30,537.41		1,026.00		31,322.69	62,886.10
92043		2,397.28			2,882.00		5,279.28
92045	90,000.00			6,228.63		107,066.49	203,295.12
92046	8,157.81				859.00		9,016.81

02/12/15 No expenditures for Commodity Code # 91515 S.S.



02/02/15 Expenditures for 2014 did not exceed the $50,000.00 statutory bid limit.

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve-Contract# C-15-034-03-03-Yoder Enterprises d/b/a ADVANCED PAGING

From : Steve Crain <scrain@atlashall.com> Tue, Feb 24, 2015 01:21 PM

Subject : RE: Review & Approve-Contract# C-15-034-03-03-Yoder Enterprises d/b/a ADVANCED PAGING 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Yes.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, February 24, 2015 12:20 PM
To: Steve Crain
Cc: Marynel Trevino
Subject: Re: Review & Approve-Contract# C-15-034-03-03-Yoder Enterprises d/b/a ADVANCED PAGING

Thanks.

Does that also mean agreement is approved by your review as to form and am able to proceed with final award and approval by CC?

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Tuesday, February 24, 2015 12:21:46 PM
Subject: RE: Review & Approve-Contract# C-15-034-03-03-Yoder Enterprises d/b/a ADVANCED PAGING

The insurance is OK.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, February 24, 2015 11:06 AM
To: Stephen L. Crain; Marynel Trevino
Cc: Sandy Suarez
Subject: Review & Approve-Contract# C-15-034-03-03-Yoder Enterprises d/b/a ADVANCED PAGING

Good morning, Mr. Crain-

Please review and approve as to form agreement# **C-15-034-03-03** with **Yoder Enterprises** d/b/a **Advanced Paging** now with ***updated insurance certificate.***

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Monday, February 23, 2015 12:32:27 PM
Subject: RE: Review & Approve as to Form-Contract# C-15-034-03-03-Yoder Enterprises d/b/a ADVANCED PAGING

Four insurance policies expire tomorrow.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, February 23, 2015 12:03 PM
To: Steve Crain; Marynel Trevino
Cc: Darlene H. Betancourt; Sandy Suarez
Subject: Review & Approve as to Form-Contract# C-15-034-03-03-Yoder Enterprises d/b/a ADVANCED PAGING

Good morning, Mr. Crain-

Please review and approve as to form contract (attached hereto) in connection to ***C-15-034-03-03-Yoder Enterprises, Inc.*** d/b/a ***ADVANCED PAGING*** for the purposes of ***"PAGING SERVICES"*** for the **Hidalgo County Sheriff's Office.**

*****Note: will be placing on the next CC court agenda for final approval.***

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

2812 South Business Highway 281
Edinburg, Texas 78539
***P**(956) 318-2626 **F**(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

…DON'T WORRY…BE HAPPY…

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image001.gif
345 B

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-034-03-03

THIS CONTRACT is made and entered into this **3rd** day of **MARCH, 2015** by and between the **County of Hidalgo, Texas** ("County") and **YODER ENTERPRISE** d/b/a **ADVANCE PAGING** (“Company").

WHEREAS, Company responded to notices for Request for Sealed Quotes (RFSQ) for: **“PAGER SERVICES”** for (All Funding Sources, Programs and Entities) (on an as needed basis) (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit “A” Request for Sealed Quotes (RFSQ) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); 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 Sealed Quotes (RFSQ) Procurement Packet, the Commissioners Court of County awarded the sealed quote 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**. 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 Sealed Quotes (RFSQ) Procurement Packet

within **Hidalgo County** following a request for Services by the **Hidalgo County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year** (on an as needed basis), commencing on **MARCH 20, 2015** and expiring on **MARCH 19, 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 sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:
County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company:
Yoder Enterprises d/b/a **ADVANCED PAGING**
Attn: Dwight F. Yoder, Vice President
P. O. Box 3097/ 600 Ash Avenue
McAllen, Texas 78502

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

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (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.

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ____day of _____, 2015.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY: **YODER ENTERPRISES** d/b/a **ADVANCED PAGING**

By:_____
Printed Name: Dwight F. Yoder
Title: Vice President

EXHIBIT “A”

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

December 30, 2014

Re: **HIDALGO COUNTY (All Funding Sources, Programs and Entities)**
Request for sealed quotes –**"PAGER SERVICES"**
RFSQ Bid No: 2015-034-01-15-SGS
Quote Opening Day- January 15, 2015

Dear Gentleman/Ladies:

Enclosed please find a Request for sealed quote (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFSQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Sandy Suarez, Buyer II
Hidalgo County Purchasing Agent

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR SEALED QUOTES (RFSQ)

TABLE OF CONTENTS

HIDALGO COUNTY

(All Funding Sources, Programs and Entities)

"PAGER SERVICES"

RFSQ NO: 2015-034-01-15-SGS

Item	Description	No. of Pages
1.	Request for Sealed Quotes Letter	1
2.	Request for Sealed Quotes, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	5
4.	Exhibit B, Quote Page	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	Draft Requirements Agreement	9

The above mentioned items shall be found in the Request for Seal Quotes (RFSQ) 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.

Sandy Suarez, Buyer II

December 30, 2014
Date

RFSQ No: 2015-034-01-15-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY

(All Funding Sources, Programs and Entities)

"PAGER SERVICES"

OPENING DATE:

JANUARY 15, 2015 @ 11:00 A.M.

Contact Person:

Sandy Suarez, Buyer II
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 quotes will be received for **"HIDALGO COUNTY (All Funding Sources, Programs, Entities)-"PAGER SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants 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 RFSQ.

2. All sealed quotes are required to have the Participants 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: **"RFSQ NO. 2015-034-01-15-SGS- HIDALGO COUNTY (All Funding Sources, Programs and Entities)–PAGER SERVICES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address: 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 11:00 a.m. Thursday, January 15, 2015.**
NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFSQ 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 RFSQ.

   Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ 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 RFSQs that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C. award the RFSQ to one participant or to multiple participants if the County determines it is in its best interest to do so."

4. The Participant shall not substitute items named in the RFSQ 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 Participant, or to reject all RFSQs and re-advertise.

5. **For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.**

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, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQ.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this RFSQ 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 Sealed Quotes. Participant shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

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 RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (if applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Sandy Suarez, Buyer II
(956) 318-2626 x 4860

16. BILLING AND PAYMENT INSTRUCTIONS:

- **Invoices must include:**
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation-**"HIDALGO COUNTY (All Funding Sources, Programs and Entities)-PAGER SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) **Contract number must be indicated on all invoices.**

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
Attn: Accounts Payables
2809 So. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

Sealed Quote Opening at 9:30 a.m.	**January 15, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. ~~Bid or Performance Bond;~~ Payment Under Contract ~~(if applicable for public works projects):~~

- ~~If the contract proposed is for the construction of public works or is for a contract 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.~~

- ~~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 RFSQ awarded, the successful Participant'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. RFSQs, 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 Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status** indicating Participant is in "Good Standing" with the Texas Comptroller of Public Accounts if such Participant is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coasintr.html . If the Participant is not incorporated in Texas, the Participant 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 RFSQ;
- 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 Participant 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 Participant'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 Participant 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 Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful Participant 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 Participant, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from RFSQ 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 Participant 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 Participant'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 Participant.

28. Successful Participant 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 Sealed Quotes shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et.***

seq.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful Participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Request for Sealed Quotes
For
HIDALGO COUNTY
(All Funding Sources. Programs and Entities)
"PAGER SERVICES"

To: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to Request for Sealed Quotes Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQ, as contained in the Specifications.

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
HIDALGO COUNTY
(all funding sources, programs and entities)
"PAGER SERVICES"
RFSQ NO.: 2015-034-01-15-SGS

SCOPE OF SERVICES:

Hidalgo County is seeking request for sealed quotes for monthly airtime use for pager service, purchase and replacement of units. Currently Hidalgo County uses approximately 156 Motorola Pagers. The following services will be provided in accordance with and including, but not limited to the following specifications/requirements and the manufacturer recommendations. All services will be on an "As needed basis", but in no event to exceed the $50,000.00 statutory bid limit per Calendar Year.

Specifications for pager and pager service.

- Price for replacing/purchasing and/or adding alpha-numeric pager units including service. -Motorola Advisor Gold pager (equivalent to or better)
- Proposed monthly rate for unlimited airtime (per pager)
- Proposed monthly rate for unlimited Alpha-numeric air time per pager(if different from regular air time)
- Coverage area per price quoted - **(include a coverage area map for each listing with RFSQ Response)**

Service	Monthly Rate
Local	
Statewide	
Regional	
Nationwide	

- Group page alpha-numeric rate.
- Repair Service Charge per Pager
- Alpha-numeric 1–way paging (under a lease agreement)

Service	Monthly Rate (includes Lease of pager)	Page Allowance per Month	Charge per Page-Over Allowance
Local			
Statewide			
Regional			
Nationwide			

Indicate Quote Amounts on Exhibit "B"- Quote Page and provide any/all additional fees.

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
HIDALGO COUNTY
(all funding sources, programs and entities)
"PAGER SERVICES"
RFSQ NO.: 2015-034-01-15-SGS

REQUIREMENTS, TERMS AND CONDITIONS

1. Vendor must be compatible with our currently pager frequency of 929.6125 Baud = Flex

2. If vendor makes any frequency changes and/or upgrades to pagers, it will be at the vendor's own expense and will not affect Hidalgo County service and/or operation.

3. The term of the contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

4. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

5. Hidalgo County reserves the right to award the RFSQ to ONE or to MULTIPLE participant(s) if the County determines it is in its best interest to do so.

6. HIDALGO COUNTY reserves the right to reject any /or all quotes, to waive any/all formalities or technicalities or to accept the quote considered the best and most advantageous to the County.

7. Hidalgo County reserves the right to hold request for (RFSQ) request for sealed quote(s) for a period of ninety (90) days without taking any action.

8. Hidalgo County may utilize **"State Awarded Contracts",** when it is in the County's best interest to do so.

9. Any contract awarded to a successful participant(s) 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.

10. Participant(s) agree that to the extent an item is unavailable from Participant(s) own inventory, Participant(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

11. After request for seal quote is awarded and successful awarded contractor(s) default(s) in

meeting the general instructions to bidder(s) and/or complying with the sealed quote agreement, Hidalgo County reserves the right to seek the services of the next lowest quote(s). In such event, Hidalgo County shall charge the successful participant the difference for any additional cost of such item(s).

12. Hidalgo County reserves the right to increase or decrease the number of units and/ or services being provided during the term of the resulting RFSQ agreement/contract, under the same rates terms and conditions.

13. Hidalgo County reserves the right to reject any or all quote/offers, and to select any part or parts thereof without accepting the entire quote/offer. Hidalgo County may purchase through the source that provides the lowest and best quote/offer to the County. Successful vendor will be notified of award as promptly as a thorough analysis of quote/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

14. If unable to submit a quote, please indicate by writing "NO QUOTE" on Exhibit "B"- Quote Page and return it by via- e-mail or by facsimile.

15. All purchases/replacements and /or services will be on an **"As Needed Basis"** only.

16. The successful VENDOR will maintain all insurances and its limits throughout the contract term, as described and listed in: Exhibit "C" insurance requirements.

17. If at any time it appears that the Hidalgo County will exceed $50,000.00 within the fiscal year, all services will be suspended until a contract is obtained through the Hidalgo County bidding process.

18. All cost will be F.O.B. destination; Hidalgo County as indicated on each designated purchase order.

19. The Participant(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverage's as outlined in Exhibit "C".

20. Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired

quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

21. **All costs and expenses associated with the preparation and submission of (bid, proposals, statement of qualifications and quotes) shall be responsibility of the participant and no reimbursements for such charges or expenses shall be passed on to 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 requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, TX. 78539.

All written inquiries will be accepted via facsimile (956) 292-7612 or via e-mail sandy.suarez@co.hidalgo.tx.us no later than **Thursday, January 08, 2015 by 5:00 P.M.** Responses to said inquiries will be sent to all applicants via e-mail or via facsimile by no later than Tuesday, **Monday, January 12 , 2015 by 5:00 P.M.**

EXHIBIT "B"

Hidalgo County
(all funding sources, programs and entities)
"PAGER SERVICES"
RFSQ NO.: 2015-034-01-15-SGS

QUOTE PAGE

Price for replacing/purchasing and/or adding Alpha-numeric pager unit, including service.

- Motorola Advisor Gold pager- (equivalent to or better) $_____
- Proposed monthly rate for unlimited airtime (per pager) $_____
- Proposed monthly rate for unlimited Alpha-numeric air time per pager, (If different from Regular Air Time) $_____

Coverage area per price quoted-(A coverage area map must be included for each listing)

Service	Monthly Rate
Local	$
Statewide	$
Regional	$
Nationwide	$

- Group page Alpha-numeric rate. $_____
- Repair Service - charge per Pager $_____

Alpha-numeric 1-way paging (under a lease agreement)

Service	Monthly Rate (includes Lease of pager)	Page Allowance per Month	Charge per overage on Page-Allowance
Local	$		$
Statewide	$		$
Regional	$		$
Nationwide	$		$

Note: Vendor must be compatible with our currently pager frequency of 929.6125 Baud – Flex. If vendor makes any frequency changes and/or upgrades to pagers, it will be at the vendor's own expense, and must not affect Hidalgo County's daily service and/or operation.

Internal Use: Commodity Code: 726-70

EXHIBIT "B"

Hidalgo County
(all funding sources, programs and entities)
"PAGER SERVICES"
RFSQ NO.: 2015-034-01-15-SGS

VENDOR'S INFORMATION:

VENDOR/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- 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 FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY
Date Received

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.

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
- ☐ 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. 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.

EXHIBIT “B”

VENDOR’S QUOTE

EXHIBIT "B"

Hidalgo County
(all funding sources, programs and entities)
"PAGER SERVICES"
RFSQ NO.: 2015-034-01-15-SGS

QUOTE PAGE

Price for replacing/purchasing and/or adding Alpha-numeric pager unit, including service.

- Motorola Advisor Gold pager- (equivalent to or better) $40.00 each Replacement
- Proposed monthly rate for unlimited airtime (per pager) $ 6.95 per month
- Proposed monthly rate for unlimited Alpha-numeric air time per pager, (If different from Regular Air Time) $ Same as Above

Coverage area per price quoted-(A coverage area map must be included for each listing)

Service	Monthly Rate
Local	$ 6.95
Statewide	$ 9.95
Regional	$ 12.95
Nationwide	$ N/A

- Group page Alpha-numeric rate. $ Same
- Repair Service - charge per Pager $ 32.95

Alpha-numeric 1-way paging (under a lease agreement)

Service	Monthly Rate (includes Lease of pager)	Page Allowance per Month	Charge per overage on Page-Allowance
Local	$ 7.95		$
Statewide	$ 10.95		$
Regional	$ 14.95		$
Nationwide	$ N/A		$

Note: Vendor must be compatible with our currently pager frequency of 929.6125 Baud – Flex
If vendor makes any frequency changes and/or upgrades to pagers, it will be at the vendor's own expense, and must not affect Hidalgo County's daily service and/or operation.

Internal Use: Commodity Code: 726-70

EXHIBIT "B"

Hidalgo County
(all funding sources, programs and entities)
"PAGER SERVICES"
RFSQ NO.: 2015-034-01-15-SGS

VENDOR'S INFORMATION:

VENDOR/COMPANY NAME: Advanced Paging

ADDRESS: PO Box 3097

CITY/STATE/ZIP CODE: McAllen, Texas 78502

PHONE & FAX NO'S: 956-631-7243

CELLULAR NO: 956-984-9101 Dwight Yoder

E-MAIL ADDRESS: dwightyoder@hotmail.com

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Dwight F Yoder

TITLE Vice Pres

EXHIBIT “C”

INSURANCE REQUIREMENTS

SMARTEL-01 YALONSO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/24/2015

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
5801 N 10th St Ste 300
McAllen, TX 78504

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-3888 FAX (A/C, No): (956) 682-5650
E-MAIL ADDRESS: shepard@shepins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Lloyds Ins. Co.	38253
INSURER B : United Fire Lloyds	43559
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Yoder Enterprises Inc. dba Advanced Paging Inc
PO Drawer 3097
Mcallen, TX 78502

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			65SBMTA1910	02/24/2015	02/24/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			12308013	02/24/2015	02/24/2016	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			65SBMTA1910	02/24/2015	02/24/2016	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		TSF-0001219512	01/01/2015	01/01/2016	PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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
A	Technology E&O			65SBMTA1910	02/24/2015	02/24/2016	"See Remarks"	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Technology E&O
$1,000,000 Each "Glitch" Limit
$1,000,000 Aggregate Limit
$10,000 Each "Glitch" Retention

CERTIFICATE HOLDER
The County of Hidalgo
Attn: Purchasing Department
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI -48422 **Purchasing Department** **23. A. 4.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of pre-qualified firms submitting Statements of Qualifications for establishment of a "Pool" (as listed on the RFQ Acceptance Sheets attached hereto) for engagement through the established statutory and local protocol (i.e. nomination by user, grading/scoring, presentation to CC for ranking, authority for negotiations for a final agreement, etc.) on an "As Needed basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County's Request for Qualifications packet for the following listed Professional Services:

a. Architectural Services (RFQ No. 2015-005-02-04-YSS) - 14 firms
b. Engineering Services (RFQ No. 2015-006-02-04-YZV) - 39 firms
c. Engineering Services -Geotechnical & Construction Materials Testing (RFQ No. 2015-007-02-04-SMA) - 6 firms
d. Construction Management Services (RFQ No. 2015-008-02-04-MSS) - 18 firms
e. Real Estate Appraiser Services (RFQ No. 2015-009-02-04-SGS) - 4 firms
f. Surveyor Services (RFQ No. 2015-010-02-04-MEG) - 46 firms

with the effective date of "Approved Pools" commencing March 16, 2015 through March 15, 2016.

BACKGROUND

Used on an As Needed basis

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** various

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

BUDGETARY IMPACT:

Each elected office, department, program or agency will need to provide funding for services required.

Attachments

Paticipating Sheet/ Acceptance Sheet
arch scvs acc.area.part logs.15
Engineers-Acceptance-Area of Specialization-Participation Sheets
Participation list & Acceptance List
Appraisal Services-Acceptance & Participation
2015-008- RFQ CONSTRUCTION MANAGEMENT 2015 POOL

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/24/2015 12:49 PM
Budget & Management	Veronica Ortiz	02/24/2015 01:08 PM
Glinda Pacheco	Glinda Pacheco	02/25/2015 01:58 PM
Auditor's Office	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Yvette Islas		Started On: 02/06/2015 04:13 PM
Final Approval Date: 02/27/2015		

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: February 04, 2015 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL SURVEYORS SERVICES-HIDALGO COUNTY"

RFQ NO: 2015-010-02-04-MEG

	NAME OF COMPANY	Addendum #1	2 CD'S Included	ACKNOWLEDGMENT OF RECEIPT	
1	Landtech	√	√	Org. Copies	√ √
2	R.E. Garcia	√	√	Org. Copies	√ √
3	Hinojosa Eng.		√	Org. Copies	√ √
4	Quintanilla, Headley	√	√	Org. Copies	√ √
5	Aranda & Associates	√	√	Org. Copies	√ √
6	Sames		√	Org. Copies	√ √
7	Rods Surveying Inc.		√	Org. Copies	√ √
8	Dos Land Surveying		√	Org. Copies	√ √
9	Guzman & Munoz	√	√	Org. Copies	√ √
10	HALFF		√	Org. Copies	√ √
11	TEDSI	√	√	Org. Copies	√ √
12	R.O.W.		√	Org. Copies	√ √
13	CDS Muery		√	Org. Copies	√ √
14	Westwood Prof. Srvs		√	Org. Copies	√ √
15	CVQ Land Surveyors	√	√	Org. Copies	√ √
16	Meden & Hunt, Inc.		√	Org. Copies	√ √
17	R. Gutiérrez		√	Org. Copies	√ √
18	Dannebaum		√	Org. Copies	√ √
19	Fulcrum	√	√	Org. Copies	√ √
20	Rio Delta Surveyors	√	√	Org. Copies	√ √

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

RFQ OPENING DATE: February 04, 2015 RFQ OPENING TIME: 9:30 A.M.
DEPARTMENT/RFQ DESCRIPTION: "PROFESSIONAL SURVEYORS SERVICES-"
RFQ NO.: 2015-010-02-04-MEG BUYER II: ELENA GOMEZ

	NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1	ARANDA & ASSOCIATES	Email	arandaj@arandaworld.com MEG	01/20/15	1552 Dove Ave. McAllen TX 78504 TEL: 956-631-0944 FAX: 956-631-0992
2	CVQ LAND SURVEYORS Attn: Carlos Vasquez	Email	cvq@cvqls.com MEG	01/20/15	517 Beaumont Ave. McAllen, Tx 78501 TEL: 956- 618-1551 FAX 956-618-1547
3	MELDEN & HUNT, INC.	Email	tina@meldenandhunt.com MEG	01/20/15	115 West McIntyre Street Edinburg, TX 78541 TEL: 956-381-0981 FAX: 956-381-1839
4	GUZMAN & MUNOZ ENGINEERING/SURVEYING, INC,	Email	sspence@gmes.biz MEG	01/20/15	2020 E. Expressway 83 Mercedes, Tx 78570 (p)956-565-4637
5	L & G ENGINEERING	Email	velma@lgengineers.com marie@lgengineers.com MEG	01/20/15	2100 W. Expressway Mercedes, TX 78570 TEL: 956-565-9813
6	DANNENBAUM Attn: Cynthia Luera	Email	Georgiana.Medrano@dannenbaum.com Cynthia.luera@dannenbaum.com MEG	01/20/15	1109 Nolana Loop Ste 208 McAllen TX 78504 TEL: 956-682-3677 direct: 956-429-0540
7	DOS LOGISTICS ***Rico R. Vasquez***	Email	ricovasquez@doslogistics.com MEG	01/20/15	1002 E. Expressway 83 Weslaco, Texas 78596 Office: (956) 968-8800 Fax: (956) 447-8194
8	GARCIA R. E. & ASSC. SURVEYORS & ENG.	Email	regaassoc@aol.com MEG	01/20/15	116 N. 12th Ave Edinburg, TX 78539 TEL: 956- 381-1061 CELL: 956-428-2443
9	INNOVATIVE CIVIL ENG. SERVICES Attn: Jaime M. Cantu	Email	icesltd@gmail.com MEG	01/20/15	1306 S. F. St. Suite A Harlingen, TX 78550 TEL: 956- 466-1954
10	MILLENNIUM ENGINEERS GROUP, INC. Attn: Raul Palma	Email	meg@megengineers.com MEG	01/20/15	705 Dawson Drive Edinburg, TX 78539 TEL: 956-383-8522 FAX: 956-383-0295
11	R. GUTIERREZ, ENGINEERING Attn: Ramiro Gutierrez	Email	office@rgec.net MEG	01/20/15	130 E. Park Pharr, TX 78577 TEL: 956-782-2557 FAX: 956-782-2558
12	RODRIGUEZ ENGINEERING Attn: Leo L. Rodriguez, Jr	Email	Atm1963@hotmail.com & Signature MEG	01/20/15	5602 E. Iowa Rd. PO Box 1830 Edinburg, TX 78540 Tel:491-1013
13	DOS LAND SURVEYING	Email	juancastillo@doslandsurveying.com MEG	01/20/15	212 W. 3rd St. Weslaco Tx 78249 TEL: 956-968-8800 FAX:956-246-0064 cell

14	QUINTANILLA HEADLEY & ASSC. Attn: Alfonso Quintanilla	Email IP	office@qhaengineering.com MEG	01/20/15	124 E. Stubbs St. Edinburg, TX 78539 TEL: 956-381-6480 FAX: 956-381-0527
15	HINOJOSA ENGINEERING INC. Attn: Wilfredo Ricardo Hinojosa Attn. Kenya Olivares	Email	hinojosaenginc@aol.com rhinojosa@hengineering.com MEG	01/20/15	108 W. 18th Street Mission, TX 78572 TEL: 956-581-0143 FAX: 956-581-2074
16	SAMES ENGINEERING & SURVEYING, INC. Attn: Samuel Maldonado	Email	sam@samengineering-surveying.com MEG	01/20/15	801 East Ferguson Road Pharr, Texas 78577 TEL: 956-702-8880 FAX: 956-702-8883
17	HALFF ASSOCIATES, INC. Attn.: Lorena Corpus Attn. Courtney M. Wilson	Email	cVillarreal@Halff.com cwilson@halff.com MEG	01/20/15	5000 West Military, Suite 100 McAllen, TX 78503 TEL: 956-664-0286 FAX: 956-664-0282
18	SALINAS ENGINEERING & ASSC. Attn: David Omar Salinas	Email	Dsalinas.sea@sbcglobal.net MEG	01/20/15	2221 Daffodil Ave. McAllen, TX 78501 TEL: 956-682-9081 CELL: 956-648-8899
19	TEDSI Attn: Claudia. Garza	Email	cgarza@tedsi.com MEG	01/20/15	1201 E. Expressway 83 956-424-7898 956-424-7022 fax
20	RODS SURVEYING INC.	Email	dcantu@rods.cc MEG	01/20/15	5201 8 ½ Mile Line Road Edinburg, Tx 78541 956-583-8050
21	SDI ENGINEERING, LLC Attn: Israel Posadas, P.E.	Email	iposadas@sdi-engineering.com MEG	01/20/15	2327 W. Rhin Drive Edinburg, Tx 78539 956-607-9091 mbl 956-287-3697 fax
22	IMS Attn. Jenny Flanagan	Email	jflanagan@imsinfo.com MEG	01/20/15	945 Hornblend Street, Ste G San Diego, CA 92109 Direct-858-490-8823 Toll free: 888-467-3151
23	Barrera Land Surveying Attn. Joe Barrera	Email	Barreralandsurveying.joe@gmail.com MEG	01/20/15	7715 Mainland Dr. Suite 114 San Antonio, TX 78250 210-444-9025
24	Virkrey & Associates, Inc. Consulting	Email	mromero@vickreynet.com MEG	01/20/15	12940 County Parkway San Antonio, TX 78216 210-349-3271
25	LNV Solutions	Email	hgalloway@lnvinc.com MEG	01/20/15	8918 Tesoro Drive, Ste 401 San Antonio, TX 78217 210-822-2232
26	X8 Environmental INC Attn. Jacey Reid	Email	jreid@x8environmental.com MEG	01/20/15	806-939-0033x124 Fax: 866-899-7063
27	RIO DELTA SURVEYING Attn: Merelda Gonzalez	Email	Riodelta2004@yahoo.com mereldag@msn.com Mario@riodeltasurveying.com MEG	01/20/15	8207 Mateo Escobar Monte Alto, TX 78538 TEL: 956-380-5154 FAX:956-380-5156
28	Cardno TBE Pam Lowe CARDNO TBE	Email	pamela.lowe@cardno.com MEG	01/20/15	Phone (+1) 512-459-6300 Fax (+1) 512-520-2571 Address 2590 Oakmont Drive, Suite 410, Round Rock, TX 78665
29	LandTech Consultants, Inc Mindy Rueda Cathy Darche	Email	mrueda@LandTech-Inc.com MEG	01/20/15	Phone (713) 861-7068 Fax(713)861-4131 2525 North Loop West, Ste. 300, Houston, TX. 77008
30	Fulcrum Consulting Services	Email	lsalinas@fulcrum-cs.com MEG	01/20/15	P.O. Box 530540 Harlingen, Texas 78553 POC George Lazaro Phone: 956-797-3411 Fax: 956-797-3400

31	S & B Infrastructure Sharlette L. Teague	IP	slteague@binfra.com MEG	01/20/15	5908 N 10TH ST McAllen, Texas 78501 956-926-5000
32	CADCon Corp. Juan F. Celis	Email	juanfcelis@gmail.com MEG	01/20/15	1424 McKinley Street Brownsville, TX 78521 - Ph.956.546.7146 Fax.956.546.7170
33	Rio Grande Valley Surveying Hilario Ortiz Sid A Rouch, RPLS President	Email	hilortiz@gmail.com MEG	01/20/15	612 Nolana, Suite 520 McAllen, Texas 78504 cell(956) 466-8083
34	South Texas Infrastructure Group, LLC/R.O.W. Surveying Services,LLC Julio Cerda	Email	jcerdape@yahoo.com MEG	01/20/15	900 S. Stewart Rd. Suite 11 Mission, TX 78572 19564512670
35	Gonzalez-De La Garza & Associates, LLC Marc Long	Email	.Long@gda-us.com MEG	01/20/15	115 E. Travis St. Suite 800 San Antonio, Texas 78205 Phone 210-208-9400 Fax 210-208-9401
36	South Texas Infrastructure Group, LLC	Email	esther@rowsurveying.com MEG	01/20/15	900 S. Steward Road, Suite 13 Mission, TX 78572 Office: (956) 424-3335 Fax: (956) 583-7116
37	Prime Vendor, Inc.	Email	work41@prime-vendor.com MEG	01/20/15	4622 Cedar Ave. Suite 124 Wilmington, NC 28403 Phone: 800-746-9554 Fax: 800-746-8307
38	Surveying And Mapping, LLC (SAM)	Email	avalasek@sam.biz www.sam.biz MEG	01/20/15	4801 Southwest Parkway, Building Two, Suite 100 Austin, Texas 78735 Tel 512-447-0575 Dir 512-895-5026
39	Gonzalez De La Garza Sara Haddox	Email	shaddox@gd-us.com MEG	01/20/15	P] 210.208.9400 F] 210.208.9401
40	Fugro/Chance Land Surveyors	Email	gsanders@fugro.com MEG	01/20/15	200 Dulles Drive Lafayette, LA 70506 1-337-706-3937 1-337-303-2607
41	PBK Architects, Inc.	Email	sara.martinez@pbk.com MEG	01/20/15	3900 N. 10th street Stw 810 McAllen, Texas 78501 956-687-1330
42	Julian@wigglesrehab.net	Email	MEG	01/20/15	As per Marcos Pct 4

43	CDS Muery R. Michael Wood	Email	MEG	01/30/15	2290 W. Pike Blvd Suite 102 Weslaco, Texas 78596 (O) 956-854-4930 C- 210-827-8474 F 956-375-2053
44	Rio Delta Engineers Debbie Guerra	EMR	Sandy	01/30/15	921 So. 10th Edinburg, Tx. 78539 956-380-5152 Riodelta2004@yahoo.com
45	SAM Engineering jcalifa@samengineering-surveying.com	Email	Sandy	02/02/15	200 S. Cage Blvd. Pharr, Texas 78577 956-702-8280
46	Contech Engineered Solutions LLC Behdad Yazdeaniha byazdaniha@conteches.com	Email	Sandy	02/02/15	2201 West Royal Lane, Suite 260 | Irving, TX 75063 Off: 972-590-2000 Toll Free: 888-821-3032 Fax: 972-590-2039

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: FEBRUARY 04, 2015 | **RFQ ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFQ: "PROFESSIONAL ARCHITECTURAL SERVICES POOL-HIDALGO COUNTY"

RFQ NO: 2015-005-02-04-YSS

RFQ	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
1	ROFA Architects Inc. McAllen, TX	√
2	Negrete & Kolar Architects, LLP Austin/Edinburg, TX	√
3	HOK, LLP Dallas, TX	√
4	PBK Architects Inc. McAllen, TX	√
5	Milnet Architectural Services McAllen, TX	√
6	Mata & Garcia Architects, LLP McAllen, TX	√
7	Gignac & Associates LLP McAllen, TX	√
8	Sam Garcia Architect, LLC McAllen, TX	√
9	The Warren Group Architects Inc McAllen, TX	√
10	Gomez Mendez Saenz Inc. Brownsville, TX	√
11	HDR Architecture, Inc. Dallas, TX	√
12	ERO Architects McAllen, TX	√
13	Alcocer, Garcia, & Associates Inc. Hidalgo, TX	√
14	Fulcrum Consulting Services Harlingen, TX	√

HIDALGO COUNTY PURCHASING DEPARTMENT														
RFQ-REFERRAL POOL														
DESCRIPTION: "PROFESSIONAL ARCHITECTURAL SERVICES-HIDALGO COUNTY"													RFQ NO: 2015-005-02-04-YSS	
RFQ ACCEPTANCE DATE: FEBRUARY 04, 2015													ACCPETANCE OPENING TIME: 9:30 A.M.	
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: MARCH 16, 2015 THROUGH MARCH 15, 2016														
AREA OF SPECIALIZATION														
No.	**NAME OF FIRM**	**Design and Construction of Multi-level Parking Structures**	**Pre-Design Services**	**Space Planning**	**Needs Assessment**	**ADA Compliance**	**Code Analysis**	**Master Planning**	**Design for New Construction**	**Design for Alterations/Renovations**	**Interior Design**	**Programming**	**Forensic Studies**	**Cost Estimating**	**Other**
#1	**ROFA Architects Inc.** McAllen, TX 956-686-7771		√	√	√	√			√	√	√			√	
#2	**Negrete & Associates** Edinburg, TX / Austin, TX 956-386-0611		√	√	√	√	√	√	√	√	√	√		√	
#3	**HOK L.P. (Hellmuth, Obata & Kassabaum)** Dallas, TX 214-231-5851	√	√	√	√	√		√	√	√	√	√			
#4	**PBK Architects, Inc.** McAllen, TX 956-687-1330	√	√	√	√	√	√	√	√	√	√	√	√	√	
#5	**Milnet Architectural Services** McAllen, TX 78501 956-688-5656		√	√	√	√	√	√	√	√	√	√	√	√	
#6	**Mata & Garcia Architects, LLP** McAllen, TX 956-631-1945		√	√	√	√	√	√	√	√	√	√	√		
#7	**Gignac & Associates, LLP** Harlingen, TX 956-365-4820	√	√	√	√	√	√	√	√	√	√	√		√	
#8	**Sam Garcia, LLC** McAllen, TX 956-212-4930		√	√	√	√	√	√	√	√		√		√	
#9	**The Warren Group Architects Inc.** McAllen, TX 956-994-1900 956-994-1962 fax	√	√	√	√	√	√	√	√	√	√	√		√	
#10	**Gomez Mendez Saenz Inc.** Brownsville, TX 956-546-0110		√	√	√	√	√	√	√	√	√	√		√	
#11	**HDR Architecture Inc.** Dallas, TX 972-960-4193	√	√	√	√	√	√	√	√	√	√	√	√	√	

HIDALGO COUNTY PURCHASING DEPARTMENT														
RFQ-REFERRAL POOL														
DESCRIPTION: "PROFESSIONAL ARCHITECTURAL SERVICES-HIDALGO COUNTY"													RFQ NO: 2015-005-02-04-YSS	
RFQ ACCEPTANCE DATE: FEBRUARY 04, 2015													ACCPETANCE OPENING TIME: 9:30 A.M.	
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: MARCH 16, 2015 THROUGH MARCH 15, 2016														
AREA OF SPECIALIZATION														
No.	**NAME OF FIRM**	**Design and Construction of Multi-level Parking Structures**	**Pre-Design Services**	**Space Planning**	**Needs Assessment**	**ADA Compliance**	**Code Analysis**	**Master Planning**	**Design for New Construction**	**Design for Alterations/Renovations**	**Interior Design**	**Programming**	**Forensic Studies**	**Cost Estimating**	**Other**
#12	**ERO Architects** Mc Allen, TX 78501 956-661-0400	√	√	√	√	√	√	√	√	√	√	√	√	√	
#13	**Alcocer Garcia Associates, Inc.** McAllen, TX 78501 956-618-2007	√	√	√	√	√	√	√	√	√	√	√		√	
#14	**Fulcrum Consulting Services** Harlingen, TX 78553 956-797-3411	√	√	√	√	√	√	√	√	√	√	√	√	√	

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: FEBRUARY 04, 2015 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIONAL ARCHITECTURAL SERVICES POOL"
RFQ NO: 2015-005-02-04-YSS

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
1	**RGV Architecture** **Steven L McGarraugh**	Email	steve.mcg@rgvarch.com Y. Salinas	01-20-15	330 West 4th Street Mercedes, Texas 78570 (956) 456-9828 Mobile (956) 825-7307 Office
2	**The Warren Group Architects Inc.** **Blanca Garza, Office Manager** **Andrina Garza, AIA Director**	Email	associate@twgarch.com agarza@twgarch.com Y. Salinas	01-20-15	1801 South 2nd Street, Ste 330 McAllen, TX 78503 956-994-1900 956-994-1962 fax
3	**Guzman & Munoz Engineering and Surveying, Inc.** **Sandra R. Spence** **Steve McGarraugh** **Daisy Rodriguez**	Email	steve.mcg@rgvarch.com sspence@gmes.biz daisy.rod@rgvarch.com Y. Salinas	01-20-15	2020 E Expressway 83 Mercedes, TX 78570 956-565-4637 956-565-4636 fax
4	**Raba Kistner Consultants Inc.** **Norma Salazar**	Email	nsalazar@rkci.com Y. Salinas	01-20-15	800 E. Hackberry Avenue McAllen, TX 78501 956-682-5332
5	**Sam Garcia Architect, LLC** **Sam Garcia, AIA**	Email	sg@samgarciaarchitect.com Y. Salinas	01-20-15	200 S. 10th Street, Suite 1602 | McAllen, TX 78501 (956) 212-4930 cell (956) 631-8327 office
6	**Dodge Reports** **Peggy Koehn**	Email	Peggy.koehn@construction.com Y. Salinas	01-20-15	800.741.2718 office 915.877.5252 office 866.202.5844 fax
7	**IMS Info** **Jenny Miller**	Email	jmiller@imsinfo.com Y. Salinas	01-20-15	945 Hornblend Street, Suite G San Diego, CA 92109 (858) 490-8823 (direct) (888) 467-3151 (toll free) (858) 490-8811 (fax)
8	**Prime Vendor Inc.** **Ashley Reed**	Email	work41@prime-vendor.com Y. Salinas	01-20-15	4622 Cedar Ave. Suite 124 Wilmington, NC 28403 Phone: 800-746-9554 Fax: 800-746-8307
9	**Rike Ogden Figueroa Allex Architects Inc.** **Diana "Di" Trevino**	Email	dianat@rofainc.com Y. Salinas	01-21-15	1007 Walnut Ave. McAllen, Texas 78501 956.686.7771 voice 956.687.3433 fax
10	**Fulcrum Consulting Services** **lsalinas@fulcrum-cs.com**	Email	lsalinas@fulcrum-cs.com Y. Salinas	01-21-15	P.O. Box 530540 Harlingen, Texas 78553 Ph: 956-797-3411
11	**Antenora Architects** **Michael Antenora** **MARIAN BINGAMAN**	Email	marianb@anetnoraarchitects.com Y. Salinas	01-21-15	200 East Live Oak Street Austin TX 78746 Work: 512.462.1848 Fax: 512.462.1849
12	**PBK** **Sara G. Martinez**	Email	sara.martinez@pbk.com Y. Salinas	01-22-15	956-687-1330 956-687-1331 fax

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: FEBRUARY 04, 2015 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIONAL ARCHITECTURAL SERVICES POOL"
RFQ NO: 2015-005-02-04-YSS

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
13	**HDR** **Halden Tally**	Email	Halden.tally@hdrinc.com Y. Salinas	01-22-15	17111 Preston Road, Suite 150 Dallas, Texas 75248 972-960-4193 direct 972-960-4049
14	**PBK** **Kate Sansom Fransioli**	Email	kate.sansom@PBK.com Y. Salinas	01-22-15	713-940-3336 direct 713-965-0608
15	**Negrete & KolarArchitects, LLP** **Caren George**	Email	carengeorge@gmail.com Y. Salinas	01-23-15	Edinburg, Texas 979-739-7770
16	**Mata+Garcia Architects LLP** **Hector Rene Garcia**	Email	hector@matagarcia-architects.com arquitectoweslaco@hotmail.com Y. Salinas	01-23-15	1314 Ivy Avenue McAllen, Texas 78501 Tel: 956-631-1945 Fax:956-631-1968
17	**Alcocer Garcia Associates Design Consulting**	Blist	edo@agadc.com George@agadc.com Y. Salinas	01-26-15	1333 East Jasmine Ave McAllen, TX 78501 956-618-2007 956-618-2008 fax
18	**GMS Architects** **Rudy V. Gomez**	Blist	rvg@gmsarchitects.com Y. Salinas	01-26-15	1150 Paredes Line Rd Brownsville, TX 78521 956-546-0110 956-546-0196 fax
19	**ERO International, LLP** **Elizabeth Martinez**	Blist	emartinez@eroarchitects.com Y. Salinas	01-26-15	300 South 8th Street Mc Allen, TX 78501 956- 661-0400 956- 821-8662 cell 956- 661-0401 fax
20	**GIGNAC & Associates**	Blist	rgignac@gignac-associates.com Y. Salinas	01-26-15	222 E Van Buren, Ste 102 Harlingen, TX 78550 956-365-4820 956-365-4821 fax
21	**Milnet Architectural Services**	Blist	milnet@swbell.net	01-26-15	608 S 12th St McAllen, TX 78501 956-688-5656 956-687-9289 fax
22	**Fulcrum Consulting Services** **L Salinas**	Email	lsalinas@fulcrum-cs.com	01-27-15	P.O. Box 530540 Harlingen, Texas 78553 956-797-3411
23					

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: FEBRUARY 04, 2015 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL ENGINEERING POOL-HIDALGO COUNTY"

RFQ NO: 2015-006-02-04-YZV

RFQ	NAME OF COMPANY	ADDENDUM 1	ACKNOWLEDGMENT OF RECEIPT	8- CD'S INCLUDED
1	Cook Joyce Inc	√	1 Original **3 Copies**	√
2	S& G E. Civil Engineers LLC	√	1 Original **3 Copies**	√
3	Raba-Kistner, Inc	√	1 Original **3 Copies**	√
4	Landtech, Inc.	√	1 Original **3 Copies**	√
5	Entech Civil Engineers, Inc	√	1 Original **3 Copies**	√
6	Sames, Inc.	√	1 Original **3 Copies**	√
7	R.O. Engineering PLLC	√	1 Original **3 Copies**	√
8	Aranda & Associates, Inc.	√	1 Original **3 Copies**	√
9	Quintanilla Headley & Associates, Inc.	√	1 Original **3 Copies**	√
10	Le Fevre Engineering & Management Consulting LLC	√	1 Original **3 Copies**	√
11	SDI Engineering, LLC	√	1 Original **3 Copies**	√
12	Cruz Hogan Consultants, Inc.	√	1 Original **3 Copies**	√
13	Terracon Consulting Engineers, Inc	√	1 Original **3 Copies**	√
14	Building Transportation Infrastructure, Inc (BTI) Inc.	√	1 Original **3 Copies**	√

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: FEBRUARY 04, 2015 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL ENGINEERING POOL-HIDALGO COUNTY"

RFQ NO: 2015-006-02-04-YZV

RFQ	NAME OF COMPANY	ADDENDUM 1	ACKNOWLEDGMENT OF RECEIPT	8 -CD's INCLUDED
15	Guzman & Muñoz Engineering & Surveying, Inc.	√	1 Original 3 Copies	√
16	International Consulting Engineers (ICE)	√	1 Original 3 Copies	√
17	Cortran Engineering PLLC	√	1 Original 3 Copies	√
18	Hinojosa Engineering, Inc	√	1 Original 3 Copies	√
19	R.E. Garcia & Associates	√	1 Original 3 Copies	√
20	Javier Hinojosa Engineering	√	1 Original 3 Copies	√
21	Halff Associates, Inc	√	1 Original 3 Copies	√
22	TEDSI Infrastructure Group, Inc	√	1 Original 3 Copies	√
23	South Texas Infrastructure Group LLC	√	1 Original 3 Copies	√
24	DBR Engineering Consultants, Inc	√	1 Original 3 Copies	√
25	Melden & Hunt Inc.	√	1 Original 3 Copies	√
26	Gonzalez, De La Garza & Associates LLc	√	1 Original 3 Copies	√
27	R. Gutierrez Engineering Corp.	√	1 Original 3 Copies	√
28	Dos Logistics, Inc	√	1 Original 3 Copies	√

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: FEBRUARY 04, 2015 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL ENGINEERING POOL-HIDALGO COUNTY"

RFQ NO: 2015-006-02-04-YZV

RFQ	NAME OF COMPANY	ADDENDUM 1	ACKNOWLEDGMENT OF RECEIPT	CD's INCLUDED
29	Urban Infrastructure Group, Inc	√	1 Original 3 Copies	√
30	B2Z Engineering	√	1 Original 3 Copies	√
31	S & B Infrastructure Group, LTD	√	1 Original 3 Copies	√
32	L & G Engineering	√	1 Original 3 Copies	√
33	Dannenbaum Engineering Co. McAllen LLC	√	1 Original 7 Copies	2 CD's
34	Perez Consulting Engineers LLC	√	1 Original 3 Copies	√
35	Rio Delta Engineering	√	1 Original 3 Copies	√
36	LNV Engineers, Inc.	√	1 Original 3 Copies	√
37	Fulcrum Consulting Services	√	1 Original 3 Copies	√
38	M Garcia Engineering LLC	√	1 Original 3 Copies	√
39	Chanin Engineering LLC	√	1 Original 3 Copies	√
40				
41				
42				

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **PROFESSIONAL ENGINEERING SERVICES** | RFQ NO: **2015-006-02-04-YZV**

RFQ ACCEPTANCE DATE: **FEBRUARY 04, 2015** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: _MARCH 16, 2015_ through _March 15, 2016

	NAME OF COMPANY	Areas of Specialization							
		Civil	Structural	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	COOK JOYCE INC.	√				√			√ - Landfill Engineering
#02	S & G E CIVIL ENGINEERING LLC	√							
#03	RABA KISTNER, INC					√			√ - Facilities Engineering √-Construction Mngmt √-Geotechnical Eng
#04	LANDTECH, INC.	√						√	
#05	ENTECH CIVIL ENGINEERS, INC	√	√			√		√	
#06	SAMES, INC	√	√	√					
#07	R.O. ENGINEERING PLLC	√		√	√		√	√	
#08	ARANDA & ASSOCIATES, INC	√							
#09	QUINTANILLA HEADLEY & ASSOCIATES, INC	√						√	
#10	LE FEVRE ENGINEERING & MANAGEMENT CONSULTING LLC	√				√		√	
#11	SDI ENGINEERING, LLC	√						√	
#12	CRUZ HOGAN CONSULTANTS, INC	√				√			√-Wtr & Wastewater Trtm √ Collection & Distribution
#13	TERRACON CONSULTANTS, INC	√				√			
#14	BUILDING TRANSPORTATION INFRASTRUCTURE, INC (BTI)	√				√		√	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **PROFESSIONAL ENGINEERING SERVICES** | RFQ NO: **2015-006-02-04-YZV**

RFQ ACCEPTANCE DATE: **FEBRUARY 04, 2015** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: _MARCH 16, 2015_ through _March 15, 2016

	NAME OF COMPANY	Areas of Specialization							
		Civil	Structural	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#15	GUZMAN & MUÑOZ ENGINEERING & SURVEYING INC	√						√	
#16	INTERNATIONAL CONSULTING ENGINEERS (ICE)	√	√			√		√	
#17	CORTRAN ENGINEERING, PLLC	√	√			√		√	√-Traffic Eng √- Roadway Design √- Hydrology & Hydraulics
#18	HINOJOSA ENGINEERING, INC	√	√						
#19	R.E. GARCIA & ASSOCIATES	√				√		√	
#20	JAVIER HINOJOSA ENGINEERING	√						√	
#21	HALFF ASSOCIATES, INC	√	√	√	√	√	√	√	
#22	TEDSI INFRASTRUCTURE GROUP, INC	√						√	
#23	SOUTH TEXAS INFRASTRUCTURE GROUP LLC	√						√	
#24	DBR ENGINEERING CONSULTANTS, INC			√	√		√		
#25	MELDEN & HUNT, INC	√							
#26	GONZALEZ-DE LA GARZA & ASSOCIATES LLC	√						√	
#27	R. GUTIERREZ ENGINEERING CORP	√							
#28	DOS LOGISTICS, INC	√			√	√		√	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **PROFESSIONAL ENGINEERING SERVICES** | RFQ NO: **2015-006-02-04-YZV**

RFQ ACCEPTANCE DATE: **FEBRUARY 04, 2015** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: MARCH 16, 2015 through March 15, 2016

	NAME OF COMPANY	Areas of Specialization							
		Civil	Structural	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#29	URBAN INFRASTRUCTURE GROUP, INC	√		√		√			
#30	B2Z ENGINEERING	√	√					√	
#31	S & B INFRASTRUCTURE GROUP, LTD	√	√	√	√	√	√	√	
#32	L & G ENGINEERING	√	√			√		√	
#33	DANNENBAUM ENGINEERING COMPANY- MCALLEN LLC	√	√		√	√	√	√	
#34	PEREZ CONSULTING ENGINEERS LLC	√							
#35	RIO DELTA ENGINEERING	√							
#36	LNV ENGINEERS, INC	√	√			√		√	
#37	FULCRUM CONSULTING SERVICES	√	√	√	√	√	√	√	
#38	M GARCIA ENGINEERING LLC	√							
#39	CHANIN ENGINEERING LLC		√						
#40									
#41									
#42									

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
RFQ NO: 2015-006-02-04-YZV

DEPARTMENT/RFQ DESCRIPTION:	**"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"**
ACCEPTANCE DATE: **FEBRUARY 04, 2015**	TIME: **9:30 A.M.**

	NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE(S) NAME
1	**Guzman & Muñoz Engineering & Surveying, INC** **Sandra Rodriguez Granger**	Email	srgranger@gmes.biz YZV	01/20/15	2020 E Exp 83 Mercedes, Texas 78570 Tel: 956-565-4637
2	**SAM Engineering & Surveying, INC (SAMES)** **Jessica M. Mendoza**	Email	Jessica@samengineering-surveying.com YZV	01/20/15	200 South Cage Blvd. Pharr, Texas 78577 Tel: 956-702-8880
3	**TEDSI Infrastructure Group** **Claudia Garza**	Email	cgarza@tedsi.com YZV	01/20/15	1201 E. Expressway 83 Mission, Texas 78572 Tel: 956-424-4898
4	**Raba Kistner, INC** **Joanna L. Armstrong** **Norma Salazar**	Email	jarmstong@rkci.com nsalazar@rkci.com YZV	01/20/15	12821 W. Golden Lane San Antonio, Texas 78249 Tel: 806-355-7099 ---------- 800 E. Hackberry Avenue McAllen, TX 78501-TEL:682-5487
5	**Applied Pavement Technology, INC.** **Tracey Smith**	Email	tsmith@appliedpavement.com YZV	01/20/15	1755 E. Plumb Lane, Ste 264 Reno, NV 89502 Tel: 775-345-1999
6.	**Raul E. Garcia & Associates** **Raul E. Garcia**	Email	regaassoc@aol.com	01/20/15	116 N. 12th Edinburg, Texas 78541 Tel: 956-381-1061
7	**Halff Associates, INC.** **Courtney M. Villarreal**	Email	cvillarreal@halff.com YZV	01/20/15	5000 West Military, Ste 100 McAllen, Texas 78503 Tel: 956-664-0286
8	**L&G Engineering** **Keanan Krougov**	Email	kkroughov@lgengineers.com YZV	01/20/15	900 S. Stewart Rd Ste 3 Mission, Texas 78572 Tel: 956-585-1909
9	**R. Gutierrez Engineering Corporation** **Javier Gutierrez**	Email	Javier@rgec.net YZV	01/20/15	130 E. Park Avenue Pharr, Texas 78577 Tel: 956-782-2557
10	**Javier Hinojosa Engineering** **Javier Hinojosa**	Email	javhin@rgv.rr.com YZV	01/20/15	416 E. Dove Avenue McAllen, Texas 78504 Tel: 956-424-7898
11	**Cook Joyce, INC** **Brian Dudley**	Email	Brian.dudley@cook-joyce.com Elizabeth.rabaey@cook-joyce.com YZV	01/20/15	8120 West Eleventh Austin, Texas 78701 Tel: 512-474-9097
12	**Quintanilla Headley &Associates** **Signature**	IN PERSON/ Email	Office@qhaengineering.com YZV	01/20/15	124 E. Stubbs Edinburg, Texas 78539 Tel: 956-381-6480
13	**CADCon Corp** **Juan F. Celis**	Email	juanfcelis@gmail.com	01/20/15	1205 W. Elizabeth Brownsville, Texas 78520 Tel: 956-546-7146
14	**Dos Logistics, INC** **Oscar Cancino**	BLM	oscarcancino@doslogisticsinc.com YZV	01/20/15	1002 E. Expressway 83 Weslaco, Texas 78596 Tel 956-968-8800
15	**BTI Engineers** **Joe Torres**	BLM	bticivilengineers@gmail.com YZV	01/20/15	Cell: 537-4037
16	**RH Shackelford, INC** **Vicky allen**	BLM	vstigiliano@rhsitx.com YZV	01/20/15	1100 NW Loop 410, Ste 350 San Antonio, TX 78213 Tel: 210-525-0647
17	**URS Corporation** **Jeff Edmonds**	BLM	Jeff.edmonds@urs.com YZV	01/20/15	711 N. Carancahua, Ste 1620 Corpus Christi, Texas 78401 Tel: 361-884-7140

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
RFQ NO: 2015-006-02-04-YZV

DEPARTMENT/RFQ DESCRIPTION:	**"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"**		
ACCEPTANCE DATE:	**FEBRUARY 04, 2015**	ACCEPTANCE TIME:	**9:30 A.M.**

	NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE(S) NAME
18	**Dannenbaum** **Georgiana Marie Medrano**	BLM	Georgiana.medrano@dannenbaum.com YZV	01/20/15	1109 Nolanda Ave, Ste 208 McAllen, Texas 78504 Tel: 956-682-3677
19	**HOK** **Sutton Norris(Dallas)** **Jeff Bradley (Houston)**	BLM	Sutton.norris@hok.com Jeff.bradley@hok.com YZV	01/20/15	2711 North Haskell Ave, Ste 2250 LB26 Dallas, Texas 75204 Tel: 214-231-5841 2800 Post Oak Blvd.. Ste 3700 Houston, Texas 77056 Tel: 512-507-9142
20	**S&B Infrastructure** **Sharoltte Lynee Teague**	BLM	slteague@sbinfra.com YZV	01/20/15	5408 N. 109th Street McAllen, Texas 78504 Tel: 956-926-5000
21	**DBR Engineering Consultants** **Roxanna Rosales**	BLM	rrosales@dbrinc.com YZV	01/20/15	200 South 10th Street, Ste 901 McAllen , Texas 78501 Tel: 956-683-1640
22	**Prime Vendor**	Email	Work41@prime-vendor.com YZV	01/20/15	4622 Cedar Ave, Ste 124 Wilmington, NC 28403 Tel: 800-746-9554
23	**Unitech Consulting Engineers, INC**	BLM	apeters@unintech.com chew@unintech.com YZV	01/20/15	24310E. Evans Road San Antonio, Texas 78259 Tel: 210-641-6003 ext 178
24	**Poznecki, Camarillo Inc** **Armando Muzquiz**	BLM	amuzquiz@pozcam.com YZV	01/20/15	5835 Callaghan Rd. #200 San Antonio, Texas 78228 Tel: 210-349-3273 ext 136
25	**Atkins** **Cindy L. Miller**	BLM	Cindy.miller@atkinsglobal.com YZV	01/20/15	6504 Bridge Pnt Parkway, Ste 200 Austin, Texas 78730 Tel: 512-342-3418
26	**SDI Engineering, LLC** **Pilar Corpus**	BLM	pcorpus@sdi-engineering.com YZV	01/20/15	5602 Iowa Rdd. Edinburg, Texas 78540 Tel: 956-287-1818
27	**LeFevre Engineering & Management Consulting, LLC** **Eric Cantu**	BLM	eric@lefevregroup.net YZV	01/20/15	612 Nolana, Ste 520 McAllen, Texas 78504 Tel: 956-687-5362
28	**Hinojosa Engineering, INC** **Kenya Olivares**	BLM	kolivares@hengineering.com YZV	01/20/15	108 W18th Street Mission, Texas 78572
29	**Rio Delta Engineering** **Debbie Guerra**	BLM	Riodelta2004@yahoo.com YZV	01/20/15	921 South 10th Avenue Edinburg, TX 78539 Tel: 956-380-5152
30	**ERO Architects** **O Cantu** **Feliz Garcia**	BLM	ocantu@goero.com emartinez@goero.com fgarcia@goero.com YZV	01/20/15	300 S. 8th Street McAllen, Texas 78501 Tel: 661-0400
31	**Prodigy Construction Management**	BLM	prodigy@prodigycompany.com YZV	01/20/15	1335 E. Jasmine Avenue McAllen, Texas 78501 Tel: 956-880-1122
32	**Rodriguez Engineering**	BLM	Atm1963@hotmail.com YZV	01/20/15	P.O. Box 1830 Edinburg, Texas 78540
33	**Urban Infrstructure Group INC**	BLM	cgonzalez@uigtexas.com YZV	01/20/15	P. O. Box 729 135 South 8th Street Donna, Texas 78537

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
RFQ NO: 2015-006-02-04-YZV

DEPARTMENT/RFQ DESCRIPTION:	**"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"**		
ACCEPTANCE DATE:	**FEBRUARY 04, 2015**	ACCEPTANCE TIME:	**9:30 A.M.**

	NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE(S) NAME
34	**Barrera Torres Infrastructure, PLLC**	BLM	Joe.torres@bti-engineering.com Rene.barrera@bti-engineering.com YZV	01/20/15	7001 N. 10th Street Ste 300 McAllen, Texas 78501
35	**Cortran Engineering PLLC**	BLM	yara@cortranengineering.com YZV	01/20/15	7210 E. Esparza, Ste H McAllen, Texas 78504 Tel: 956-971-0289
36	**Cruz-Hogan Consultants** **Lorena Garza**	BLM	lorena@cruzhogan.net Ronnie@cruzhogan.net YZV	01/20/15	605 E. Violet Ave, Ste 5 McAllen, Texas 78504 Tel: 956-682-5022
37	**Melden & Hunt, INC**	BLM	fkurth@meldenandhunt.com diana@meldenandhunt.com YZV	01/20/15	115 W. McIntyre Street Edinburg, Texas 78539 Tel: 956-381-0981
38	**Rio Delta Surveying**	BLM	Mario@riodeltasurveying.com YZV	01/20/15	8207 Mateo Escobar Monte Alto, Texas 78538 Tel: 956-380-5154
39	**Aranda & Associates, INC**	BLM	gonzalezj@arandaworld.com YZV	01/20/15	1552 Dove Avenue McAllen, Texas 78504 Tel: 956-956-631-0944
40	**Landtech Consultants, INC**	BLM	cdarche@landtech-inc.com YZV	01/20/15	2525 North Loop West Ste 300 Houston, Texas Tel: 713-861-7068
41	**LJA Engineering**	BLM	mlucio@ljaengineering.com YZV	01/20/15	2929 Briarpark Dr. Ste 600 Houston, Texas 77042
42	**LNV, INC.** **Eugene Palacios**	BLM	epalacios@lnvinc.com YZV	01/20/15	801 W. Nolana, Suite 202 McAllen, Texas 78504
43	**SOUTHTEXAS** **Julio**	BLM	Julio@southtexasig.com YZV	01/20/15	
44	**Entech Civil Engineers, INC**	BLM	msoto@entechhou.com YZV	01/20/15	16360 Park Ten Place, Ste 230 Houston, Texas 77084
45	**CES Netwrok Services, INC** **Enrique Flores**	BLM	ehflores@cesnetser.com YZV	01/20/15	Tel: 972-241-368. ext 125
46	**S & G Engineers**	BLM	rsalazar@sherfeysa.com YZV	01/20/15	1803 Mozelle St Pharr, Texas 78577 Tel: 956-797-5355
47	**AEC Engineering LLC** **Angela Garza/Carlos Garza**	BLM	carlos@aecengineering.net YZV	01/20/15	P.O. Box 480 Edinburg, Texas 78539 Tel: 956-380-6552
48	**Perez Consulting Engineering**	BLM	ah@perezce.com	01/20/15	
49	**Millennium Engineers Group, INC** **Raul Palma**	BLM	meg@engineers.com	01/20/15	705 Dawson Drive Edinburg, Texas 78539 Tel: 956-383-8522
50	**Terracon Consultants, Inc**	BLM	jaflores@terracon.com smrendon@terracon.com YZV	01/20/15	1506 Mid-Cities Drive Pharr, Texas 78539 Tel: 956-283-8254
51	**Melden & Hunt Inc.**	BLM	tina@meldenandhunt.com YZV	01/20/15	115 W. McINtyre Street Edinburg, Texas 78539 Tel: 956-381-0981

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
RFQ NO: 2015-006-02-04-YZV

DEPARTMENT/RFQ DESCRIPTION: **"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"**

	NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	01/20/15
52	**Chanin Engineering, LLC**	BLM	Amanda@chaninengineering.com YZV	01/20/15	400 Nolana Ste N2 McAllen, Texas 78504 tel: 956-687-9421
53	**M. Garcia Engineering (MGE)**	BLM	mariano@mgarciaengineering.com YZV	01/20/15	400 Nolana Ste N2 McAllen, Texas 78504 Tel: 956-687-9421
54	**Spoor Engineering**	BLM	spooreng@sbcglobal.net YZV	01/20/15	202 South 4 Street McAllen, Texas 78501 Tel: 956-683-1000
55	**Izaguirre Engineering Group INC Diana Izaguirre**	BLM	Diana.izaguirre@yahoo.com YZV	01/20/15	7413 N. La Homa Rd Mission, Texas 78574
56	**Fulcrum Consulting Services**	BLM	lsalinas@fulcrum-cs.com YZV	01/21/15	P.O. Box 530540 Harlingen, TX 78550 Tel: 956-797-3411
57	**Environmental & Construction Services, INC (ERC) Susanne Rees**	Email	srees@erc-tx.co YZV	01/20/15	10801 Hammerly Blvd, Ste 100 Houston, Texas 77043 Tel: 713-290-9444
58	**International Consulting Engineers**	BLM	jj@iceingeers.net hugo@iceengineers.net YZV	01/21/15	P. O. Box 624 Corpus Christi, Texas 78401 Tel: 361-826-5805
59	**Innovative Civil Engineering services**	BLM	Jaime.cntue@earthcorgv.com YZV	01/21/15	1110 W. Jackson St Harlingen, Texas 78550 Tel: 956-428-2443
60	**IMS Information Jenny Miller**	Email	jmiller@imsinfo.com YZV	01/21/15	945 Hornblend St, Ste G San Diego, CA92109 Tel: 858-490-8823
61	**GD –US Sara Haddox**	Email	shaddox@gd-us.com YZV	01/21/15	Tel: 210-208-9400
62	**Vickrey & Associates, INC Tem Nieto**	Email	tnieto@vickreyinc.ocm YZV	01/21/15	12940 Country Parkway San Antonio, Texas 78216 Tel: 210-349-3271
63	**Prime Vendor, Inc Ashley Reed**	Email	Work41@prime-vendor.com YZV	01/21/15	4622 Cedar Ave Ste 124 Wilmington, NC 28403 Tel: 800-746-9554
64	**PBK Architects, Inc Sara Martinez**	Email	Sara.martinez@pkb.com YZV	01/22/15	110Greenway Plaza, 22nd floor Houston, Texas 77046 Tel: 956-687-1330 . 3900 N 10th, St, Ste 810, McAllen, TX 78501 (687-1330)
65	**AIA Engineers, LTC Karen Kobos**	Email	kkubos@aiainc.com YZV	01/22/15	8535 Wurzbach Rd, Ste 210 San Antonio, Texas 78240 Tel: 210-694-5464 x222
66	**RO Engineering Rene Olivarez**	Email	Rene.olivarez@sbcglobal.net YZV	01/22/15	Tel: 956-292-3336
67	**Mendez Engineering Ray Mendez**	Email	rmendez@mendezengineering.com YZV	01/23/15	2342 Mountain Fall San Antonio, Texas 78258 Tel: 210-802-0808
68	**APEX GEO Science Danny Herrera**	Email	dherrera@apexgeo.com YZV	01/26/15	1920 Duval No 9 Harlingen, Texas 78550 Tel 956-564-2909
69	**B2Z Engineering Reza Badiozzamani,**	Email	reza@b2zeng.com YZV	01/26/15	P. O. Box 2724 McAllen, Texas 78502 Tel: 956-655-1995
70	**Separation Systems Consultants, INC (SSCi) Helen I. Hodges**	Email	hhodges@sscienvironmental.com YZV	01/27/15	17041 El Camino Real, Ste 200 Houston, Texas 77058 Tel: 281-486-1943
71					

HIDALGO COUNTY PURCHASING DEPARTMENT ACCEPTANCE SHEET

DEPARTMENT NAME/DECRIPTION: *Hidalgo County-Professional Engineering Services-**CONSTRUCTION MATERIAL & GEO TECHNICAL & TESTING POOL***

RFQ ACCEPTANCE DATE & TIME: ***February 4, 2015 @ 9:30 A.M.***

BUYER: *Sandra Montalvo* | **RFQ NO:** *2015-007-02-04-SMA*

	NAME OF COMPANY	8 CD 's Included	ACKNOWLEDGMENT OF RECEIPT
1.	**EARTH CO.**	√	**1-** original **3-** copies
2.	**TERRACON CONSULTING & ENG.**	√	**1-** original **3-** copies
3.	**PSI**	√	**1-** original **3-** copies
4.	**MEG ENGINEERS**	√	**1-** original **3-** copies
5.	**L & G CONSULTANTS ENGINEERS**	√	**1-** original **3-** copies
6.	**RABA KISTNER**	√	**1-** original **3-** copies

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG

RFQ ACCEPTANCE DATE: ***FEBRUARY 04, 2015*** | **RFQ ACCEPTANCE TIME:** ***9:30 A.M***

DEPARTMENT/RFQ DESCRIPTION: ***Professional Engineering Services-Construction Materials &Geotechnical Testing Pool"***

RFQ NO: ***2015-007-02-04-SMA*** | **BUYER:** *Sandra Montalvo*

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
1.	RABA-KISTNER CONSULTANTS, INC. Attn: Norma Salazar or Joanna L. Armstrong	EMR	Sandra Montalvo	**01/20/15**	800 E. Hackberry Avenue McAllen, Texas 78501 Tel (956) 682-5332 Fax:(956) 682-5487 nsalazar@rkci.com 12821 W. Golden lane San Antonio, TX 78249 Tel:(210) 699-9090 **P** 806 :: 355 :: 7099 -Joanna Fax:(210) 699-6426 kbraun@rkci.com jarmstrong@rkci.com
2.	IMS ATTN: Jenny Miller	EMR	Sandra Montalvo	**01/20/15**	945 Hornblend Street, Suite G San Diego, CA 92109 (858) 490-8823 (direct) (888) 467-3151 (toll free) (858) 490-8811 (fax) jmiller@imsinfo.com www.imsinfo.com
3.	MILLENNIUM ENGINEERS GROUP Attn: Andres Palma Millennium Engineers Group, Inc. Consultants:Geotechnical:Testing Attn: Andres	EMR	Sandra Montalvo	**01/22/15** **01/26/15**	P.O. Box 4569-7050 705 Dawson Drive Edinburg, TX 78540 Tel:(956) 383-8522 Fax:(956) 383-0295 PHARR OFFICE 5804 N. Gumwood Ave. Pharr, Texas 78577 Office: 956.702.8500 Fax: 956.702.4180 Dispatch: 956.702.8501 apalma@megengineers.com rpalma@megengineers.com hpalma@megengineers.com
4.	TERRACON CONSULTANTS, INC Attn: J.A. Flores or Stephanie Marie Rendon	EMR	Sandra Montalvo	**01/20/15**	1506 Mid-Cities Drive Pharr, TX 78577 Tel:(956) 283-8254 Fax(956) 283-8279 M (210) 559 5443 D (956) 588 2478 jaflores@terracon.com dlrodriguez@terracon.com smrendon@terracon.com
5.	L & G ENGINEERING LABORATORY, LLC Attn: Jacinto Garza, P.E. or Ricardo A. Gil or k Krougov	EMR	Sandra Montalvo	**01/20/15**	900 S. Stewart Road Ste. 3 Mission, Texas 78572 KKrougov@LGEngineers.com www.LGEngineers.com Phone (956) 585-1909 Fax (956) 583-7116 2100 West Expressway 83 Mercedes, TX 78560 Tel: (956) 565-0760 Fax:(956)565-6746 jacinto@lgengineers.com **rgil@lgengineers.com**
6.	PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI) Attn: Hector J. Lopez, P.E.	EMR	Sandra Montalvo	**01/21/15**	2020 N. Loop 499, Suite 302 Harlingen, Texas 78550 (956) 423-6826 (office) (956) 453-6172 (mobile) (956) 423-5735 (fax) hector.lopez@psiusa.com eladio.garza@psiusa.com

7.	EARTH CO., LLC Attn: JAIME CANTU, P.E. or RUDY MARTINEZ	IP	Jaime Cantu,PP.E.	**01/20/15**	1306 S. "F" Street, Suite A Harlingen, TX 78550 Tel:(956)428-2443 Fax (956)793-6387 rudy.martinez@earthcorgv.com
8.	TERRA TESTING, INC. Attn: James Jimenez	EMR	Sandra Montalvo	**02/3/15**	**7496 FM 1346,** **San Antonio, TX 78220** Office: 210-310-1046 Fax: 210-310-1172 Cell: 210-872-7812 **Dallas/Fort Worth**: 10555 Newkirk Street Ste.530; Dallas, TX 75220 **Lubbock:** 5208 Marsha Sharp Freeway Lubbock, TX 79407
9.	Prime Vendor, Inc. Attn:	EMR	Sandra Montalvo	**01/20/15**	4622 Cedar Ave. Suite 124 Wilmington, NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 My contact email is: work41@prime-vendor.com
10.	**DRASH COMPANIES** **ATTN: Katie M. Whatley**	EMR	Sandra Montalvo	**01/20/15**	**210.340.5004** **210.340.5009 –Fax** **kwhatley@drashcompanies.com** **www.drashconsultants.com I www.drashcontracting.com**
11.	**PBK** **ATTN SARA MARTINEZ** Erasmo Eli Alvarado III (Associate Principal)	EMR	Sandra Montalvo	**01/22/15**	3900 North 10th Street, Suite 810 McAllen, Texas 78501 P: 956-687-1330 F: 956-687-1331 sara.martinez@pbk.com
12.	B2& Z ENGINEERING Attn: **Reza Badiozzamani,**	EMR	Sandra Montalvo	**01/26/15**	P.O. Box 2724 McAllen, Tx. 78502 (956) 655-1995 Reza@B2ZEng.com www.B2ZEng.com
13.	**APEX GEOSCIENCE INC.** Attn: Danny Herrera ,	EMR	Sandra Montalvo	**01/26/15**	dherrera@apexgeo.com c: 956 564 2909 |920 Duval, No. 9, Harlingen, Texas 78550 | apexgeo.com

***VIA:**
E-mail (EM)
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
EMAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: FEBRUARY 04, 2015	**RSQ OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: " PROFESSIONAL APPRAISAL SERVICES POOL"

RFSQ NO: 2015-009-02-04-SGS	**BUYER: SANDY SUAREZ**

	PARTICIPATING VENDORS	1 orginial 3 copies	CDs	Acknowledgement Of Receipt
1	**HLH Appraisal Services**	✓ ✓	8	✓
2	**Appraisal Haus**	✓ ✓	8	✓
3	**Nittler Appraisal Consulting**	✓ ✓	8	✓
4	**Leonal Garza, Jr. & Assoc.**	✓ ✓	8	✓

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUEST FOR QUALIFICATION PACKETS

RFQ ACCEPTANCE DATE: FEBRUARY 04, 2015 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ DESCRIPTION: "PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"

RFQ NO: 2015-009-02-04-SGS | **BUYER: Sandy Suarez**

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS, PHONE, FAX No.'s & EMAIL ADDRESS
1.	TEDSI INFRASTRUCTURE GROUP Attn: Maria Lugo	BLM/ EM	Sandy Suarez	01/20/15	1201 E. Expressway 83 Mission, Texas 78572 Ph. (956) 424-7898 Fax (956) 424-7022 mlugo@tedsi.com
2.	HLH APPRAISAL SERVICES Attn: Harvey L. Heerssen	BLM	Sandy Suarez	01/20/15	6107 Aberton Forest Drive Houston, Tx 281-855-7763 Office 281-799-5652 Cell heerssen@sbcglobal.net
3.	LEONEL GARZA, JR. & ASSC. LLC. Attn: Leonel Garza Jr.	BLM	Sandy Suarez	01/20/15	1419 Dove, Ste 1 McAllen, TX 78504 Tele: 956-687-7295 Fax: 956-687-9236 leonel3@garza-associates.com almao@garza-associates.com
4.	PROFESSIONAL APPRAISAL SERVICES INC. Attn: John H. Malcom Jr.	BLM	Sandy Suarez	01/20/15	P.O. BOX 3722 1105 Tamarack Ave. McAllen, Tx 78501 956-687-9535 office 956-687-9539 fax jmalcom@proappraisal.com
5.	A. PALACIOS MANAGEMENT CONSULTANTS Attn: Arturo Palacios	BLM	Sandy Suarez	01/20/15	P.O. BOX 3613 McAllen, Tx 78502 956-664-0073 arturopalacios@sbcglobal.net
6.	George Jaime Salazar II D/B/A REAL ESTATE APPRAISALS Attn: Jaime Salazar	BLM	Sandy Suarez	01/20/15	502 W. Kuhn Street Edinburg, TX 78541 956-386-1500 office 956-867-6398 cell jaimesalazar2@aol.com
7.	VICTORY APPRAISAL SERVICES Attn: Edgar A. Herrera	BLM	Sandy Suarez	01/20/15	P.O. Box 1722 Edinburg, Texas 78540 (956) 802-5508 victoryapp.services@yahoo.com
8.	J. Gavila	IP	Sandy Suarez	01/20/15	Jgavila52@hotmail.com
9.	THE REAL ESTATE CENTER Attn: Rene De La Cruz	BLM	Sandy Suarez	01/20/15	P.O. BOX 810 MISSION, TX 78573-0810 OFFICE- 956-227-0928 FAX- 956-580-9655 renedelacruz@sbcglobal.net
10.	REAL ESTATE APPRAISAL SERVICES Attn: Richard D. Garza	BLM	Sandy Suarez	01/20/15	1210 E. Esperanza Ave. McAllen, Tx 78504 956-330-2488 reasmcallen@aol.com

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUEST FOR QUALIFICATION PACKETS

RFQ ACCEPTANCE DATE: FEBRUARY 04, 2015 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ DESCRIPTION: "PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"

RFQ NO: 2015-009-02-04-SGS | **BUYER: Sandy Suarez**

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS, PHONE, FAX No.'s & EMAIL ADDRESS
11.	INDEPENDENT APPRAISAL SERVICES Attn James G Miller	BLM	Sandy Suarez	01/20/15	2917 Scenic Way McAllen, TX 78503 Office: 956-631-0754 Fax: 956-631-3495 Cell: 956-279-7201 jamesmiller421@gmail.com
12.	ARANDA & ASSOCIATES	BLM	Sandy Suarez	01/20/15	1552 Dove Ave. McAllen TX 78504 TEL: 956-631-0944 FAX: 956-631-0992 arandaj@arandaworld.com
13.	SCROGGIN APPRAISAL SERVICE	BLM	Sandy Suarez	01/20/15	1124 Pecan Blvd. McAllen TX 7850 TEL: 956-668-7478 – FAX 956-668-1728 scroggintx@sbcglobal.net
14.	EXECUTIVE APPRAISALS/RAMON A. OLIVAREZ	BLM	Sandy Suarez	01/20/15	106 Ciro Dr. San Juan, TX 78589 TEL: 956-682-6123 rolivarez@rgv.rr.com
15.	PEREZ APPRAISAL SERVICE	BLM	Sandy Suarez	01/20/15	6901 N. 34th Street McAllen TX 78502 TEL: 956-971-0867 Dperez7187@aol.com
16.	S & R APPRAISAL	BLM	Sandy Suarez	01/20/15	3317 N. Ware Rd. McAllen TX 78504 TEL: 956-687-6181 Robertlstout2@hotmail.com
17.	TREVINO REAL ESTATE APPRAISAL SERVICE	BLM	Sandy Suarez	01/20/15	1023 S. 14th Street Edinburg, TX 78539 TEL: 956-383-2586 treappraisals@yahoo.com
18.	SPECTRUM APPRAISALS	BLM	Sandy Suarez	01/20/15	924 W. Nolana Rd. Ste A Pharr, TX 78577 TEL: 956- 283-8730 specappraisals@sbcglobal.net
19.	SUNRISE APPRAISAL COMPANY	BLM	Sandy Suarez	01/20/15	3405 W. Gardenia Ave. McAllen TX 78501 TEL: 956-994-8488 FAX:888-504-7146 wendytetreau@sbcglobal.net
20.	ROBINSON, DUFFY & BARNARD, LLP.	BLM	Sandy Suarez	01/20/15	1906 East Tyler Avenue, Suite C Harlingen, TX 78550 TEL: 956-428-4480 FAX: 956-428-4154 bduffy@rdbllp.com

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUEST FOR QUALIFICATION PACKETS

RFQ ACCEPTANCE DATE: FEBRUARY 04, 2015 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ DESCRIPTION: "PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"

RFQ NO: 2015-009-02-04-SGS | **BUYER: Sandy Suarez**

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS, PHONE, FAX No.'s & EMAIL ADDRESS
21.	AGUIRRE AND PATTERSON,INC Attn: Joe Patterson	BLM	Sandy Suarez	01/20/15	3315 N. McColl Road McAllen, TX 78501 TEL: 956-686-4532 FAX: 956-686-6011 Patterson@bizrgv.rr.com
22.	MCALLEN VALUATION SERVICES Attn: Jess Smith	BLM	Sandy Suarez	01/20/15	618 Beech Ave. McAllen, TX. 78501 TEL: 956-687-8200 mcallenvaluation@hotmail.com
23.	EARTH CO., LLC Attn: Rudy Martinez	BLM	Sandy Suarez	01/20/15	956-428-2443 Rudy.martinez@earthcorgv.com
24.	TEDSI Infrastructure Group Attn Jose A. Sanchez	EM	Sandy Suarez	01/20/15	1201 E Expressway 83 Mission, TX 78572 Tel: 956-424-7898 Fax: 956-424-7022 Jasanchez@tedsi.com
25.	Prime Vendor Inc. Erika Russ	EM	Sandy Suarez	01/20/15	4622 Cedar Avenue, Ste 123 Wilmington, NC 28403-4429 Tel: 800-746-9554 Fax:800-746-8307 Bids17@prime-vendor.com
26.	Dannenbaum Attn: Cynthia Luera Louis H. Jones-(requested added contracts) Richard D. Seitz	EMR	Sandy Suarez	01/20/15	1109 Nolana, Suite 208 McAllen, Texas 78504 O (956)682-3677 F (956)686-1822 C (956)789-1257 Cellular Cynthia.luera@dannenbaum.com Louis.jones@dannenbaum.com Richard.seitz@dannenbaum.com
27.	Dannenbaum Georgiana Marie Medrano	EMR	Sandy Suarez	01/20/15	1109 Nolana Avenue, Suite 208 McAllen, Texas 78504 Office (956) 682-3677 Fax: (956) 686-1822 Direct: (956) 429-0540 Georgiana.medrano@dannenbaum.com
28.	CADCon Corp Juan F. Celis	EMR	Sandy Suarez	01/20/15	1205 W. Elizabeth Brownsville, TX. 78520 P 956-546-7146 F 956- 546-7170 juanfcelis@gmail.com
29.	Prime Vendor Inc. Kimberly Doumit	EMR	Sandy Suarez	01/20/15	4622 Cedar Avenue Wilmington NC 28403 P: 800-746-9554 F: 800-746-8307 bids20@prime-vendor.com
30.	Appraisal Haus Jaime Salazar	TR	Sandy Suarez	01/20/15	502 W. Kuhn Edinburg, TX. 78539 956-867-6398 Jaimesalazar2@aol.com

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUEST FOR QUALIFICATION PACKETS

RFQ ACCEPTANCE DATE: FEBRUARY 04, 2015 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ DESCRIPTION: "PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"

RFQ NO: 2015-009-02-04-SGS | **BUYER: Sandy Suarez**

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS, PHONE, FAX No.'s & EMAIL ADDRESS
31.	S & B Infrastructure	IP	Sandy Suarez	01/20/15	5408 N. 10th McAllen, TX. 78501 956-926-5000 slteague@abinfra.com
32.	Timothy Kolgen CBIZ Valuation Group, LLC (NYSE: CBZ)	EMR	Sandy Suarez	01/22/15	tkolgen@cbiz.com
33.	Sara G. Martinez PBK	EMR	Sandy Suarez	01/22/15	3900 North 10th Street, Suite 810 McAllen, Texas 78501 P-956-687-1330 F-956-687-1331 sara.martinez@pbk.com
34.	Nittler Apprasial & Consulting Katee Nittler	EMR	Sandy Suarez	01/23/15	2325 Lazy Lake Harlingen, TX. 78550 956-463-8456 nittlerapprasial@gmail.com
35.	Marlene C. Minite AAA-AMC	EMR	Sandy Suarez	01/26/15	3420 Bristol Street # 600 Costa Mesa, CA 92626 P-949-330-7682 F-949-209-2586 marlenec@aaa-amc.com

*VIA: TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
IN PERSON (IP)
EMAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: **HIDALGO COUNTY**

RFQ ACCEPTANCE DATE: FEBRUARY 04, 2015 RFQ ACCEPTANCE TIME: **9:30 A.M.**

DESCRIPTION OF RFQ: **"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2015-008-02-04-MSS**

EFFECTIVE DATES -STARTING: 03/16/15 THROUGH: 03/15/16

RFQ	NAME OF COMPANY	8 CDs INCLUDED	ACKNOWLEDGMENT OF RECEIPT / # of copies	
1	Hill International, Inc. Robert Ferguson, SVP & Southern Region Manager 16801 Greenspoint Park Drive, Suite 130 Houston, Texas 77060 (713) 349-9333 F (713) 349-9334 C (713) 396-9714	√	Original 3 Copies	√ √
2	LeFevre Engineering dba LeFevre Engineering & Management Consulting, LLC Weley Richard LeFevre, President 612 Nolana, Suite 520 McAllen, TX 78504 P: 956-687-5362 F: 956-687-5363	√	Original 3 Copies	√ √
3	SAMES, Inc. dba SAM Engineering and Surveying, Inc. Samuel D. Maldonado, Principal 200 S. Cage Blvd., Suite A Pharr, Texas 78577 P: 956-702-8880 F: 956-702-8883	√	Original 3 Copies	√ √
4	Naismith Engineering, Inc. Anna A. Smith, Vice-President 789 E. Washington St. Brownsville, Texas 78520 P: 956-541-1155 F: 775-305-2554	√	Original 3 Copies	√ √
5	Jimenez Engineering Solutions, LLC dba International Consulting Engineers Hugo P. Gonzalez Jr., Principal, Jesus J. Jimenez, Principal 5101 S. McColl Rd. Suite I Edinburg, TX 78539 P. 956.346.3439 & 361-826-5805 F. 361-826-5806	√	Original 3 Copies	√ √
6	Guzman & Munoz Engineering and Surveying, Inc. Jose L. Muñoz, PE, SIT, President 2020 E. Expressway 83 Mercedes, TX 78570 P: 956-565-4637 F: 956-565-4636	√	Original 3 Copies	√ √
7	HALFF ASSOCIATES, INC. Robert L. Saenz, PE, CFM, PMP 5000 West Military, Suite 100 McAllen, Texas 78503-7446 P: (956) 664-0286 F (956) 664-0282	√	Original 3 Copies	√ √
8	TEDSI Infrastructure Group Jesse Salinas, CEO, Mark W. Lupher, P.E., RPLS, CFM, Vice President 1201 E. Expressway 83 Mission, TX 78572 P: 956-424-7898 F: 956-424-7022	√	Original 3 Copies	√ √
9	Prodigy Construction Management, LLC **Alex Palacios-CEO/Principal** **1335 E. Jasmine Ave.** **McAllen, Texas 78501**	√	Original 3 Copies	√ √

HIDALGO COUNTY PURCHASING DEPARTMENT

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	P: 956-800-1122 F: 956-664-1832			
10	Cortran Engineering PLLC **Yara M. Corbitt, PE, President** **3149-A Center Pointe Drive** **Edinburg, TX 78539** 956-971-0289 Fax 956-386-0289	√	Original 3 Copies	√ √
11	Project Control of Texas Inc. (a division of Raba Kistner) **Dick McNarv, President** **17300 Henderson Pass, Ste. 110** **San Antonio, TX 78232** 210-545-0008 Fax 210-545-5450	√	Original 3 Copies	√ √
12	R.H. Shackelford **Vicky Allen, Business Development Manager** **1100 NW Loop 410, Suite 546** **San Antonio, TX 78213** 210-525-0647 210-240-6988 F 210-826-4906	√	Original 3 Copies	√ √
13	Broaddus & Associates, Inc. Gilbert Gallegos, AIA, Senior Vice-President 1100 E. Jasmine Ave., Suite 102 McAllen, TX 78501 P: 956-688-2307 F: 956-688-2315	√	Original 3 Copies	√ √
14	S&B Infrastructure, Ltd - McAllen Alma Walzer, Government Liaison 5408 N. 10th Street McAllen, TX 78504 P: 956-926-5042 956-994-0427 F: 956-342-1427 cell 956-279-7364	√	Original 3 Copies	√ √
15	L&G Engineering & Laboratory *David A. Saenz, P.E., C.F.M.,* Project Engineer 900 S. Stewart Rd., Suite 6 Mission, TX 78572 Office: (956) 583-7117 Mobile: (956) 463-2504	√	Original 3 Copies	√ √
16	Dannenbaum Engineering Company, LLC Sandra Rodriguez Spence, Administrative Manager 1109 Nolana, Suite 208 McAllen, Texas 78504 P: 713-527-6471 (956)682-3677 F: (956)686-1822 C: (956)789-1257	√	Original 3 Copies	√ √
17	Fulcrum Consulting Services Leslie Salinas P.O.Box 530540 Harlingen, Texas 78553 P: 956 797-3411	√	Original 3 Copies	√ √
18	HOV Services, LLC/ Meridian Consulting Group, LLC Jed Henning, Senior Project Manager 11122 Wurzbach Road, Suite 206 San Antonio, TX 78230 P - 210-558-7500 F - 210-558-7612 C - 210-627-3611	√	Original 3 Copies	√ √

HIDALGO COUNTY PURCHASING DEPARTMENT

LOG OF PARTICIPATING FIRM$

RFQ PACKETS

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1	**G.A.S. Enterprises, Inc.** Melissa Perez, Project Coordinator/Estimator Address: P.O. Box 309 Elsa, Texas 78543	E-MAIL			gas107@aol.com	01/20/15	956-262-7106 956-262-7107 Melissa Perez
2	**Prodigy Construction Management, LLC** Alejandro Palacios-President 1335 E. Jasmine Ave. McAllen, Texas 78501	E-MAIL			apalacios@prodigycompany.com	01/20/15	956-800-1122 956-664-1832
3	**Dannenbaum Engineering Company, LLC** Sandra Rodriguez Spence, Administrative Manager 1109 Nolana, Suite 208 McAllen, Texas 78504 www.dannenbaum.com	E-MAIL			Georgiana.medrano@dannenbaum.com Suzie.Crumpler@dannenbaum.com Cynthia.luera@dannenbaum.com Richard.seitz@dannenbaum.com Gloria.Rodriguez@dannenbaum.com	01/20/15	713-527-6471 (956)682-3677 Office (956)686-1822 Fax (956)789-1257 Cellular
4	**S&B Infrastructure, Ltd - McAllen** Alma Walzer, Government Liaison 5408 N. 10th Street McAllen, TX 78504	E-MAIL			ACWalzer@sbinfra.com slteague@sbinfra.com daizaguirre@sbinfra.com	01/20/15	956-926-5042 956-994-0427 fax 956-342-1427 cell 956-279-7364 Walzer, Alma Sharlotte Teague
5	**HighMark Construction Company, LLC** Carlo Cantu, CEO 3827 N. 10th St., Suite 305 McAllen, Texas 78501	E-MAIL			tommy.canul@highmark-construction.com carlo.cantu@highmark-construction.com luis.salas@highmark-construction.com hmc2@highmark-construction.com	01/20/15	956-451-3274 cell 956-664-2359 fax Carlo Cantu
6	**R.H. Shackelford** Vicky Allen, *Business Development Manager* 1100 NW Loop 410, Suite 546 San Antonio, TX 78213	E-MAIL			vstigliano@rhsitx.com	01/20/15	210-525-0647 210-240-6988 210-826-4906
7	**SAMES, Inc.** **dba SAM Engineering and Surveying, Inc.** Samuel D. Maldonado, Principal 200 S. Cage Blvd., Suite A Pharr, Texas 78577	E-MAIL			jose@samengineering-surveying.com Jessica@samengineering-surveying.com jcalifa@samengineering-surveying.com sam@samengineering-surveying.com	01/20/15	956-702-8880 956-702-8883 fax
8	**DOS Logistics, Inc** **Rico R. Vasquez** 1002 E. Expressway 83 Weslaco, TX 78596	E-MAIL			ricovasquez@doslogistics.com lupita@doslogistics.com hugogonzalez@doslogistics.com	01/20/15	956-968-8800 956-447-8194 F

HIDALGO COUNTY PURCHASING DEPARTMENT

LOG OF PARTICIPATING FIRM$

RFQ PACKETS

ACCEPTANCE DATE **FEBRUARY 04, 2015** BID OPENING TIME: **9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: **HIDALGO COUNTY –"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2015-008-02-04-MSS**

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9	**TEDSI Infrastructure Group** Jesse Salinas, CEO, Mark W. Lupher, P.E., RPLS, CFM, Vice President 1201 E. Expressway 83 Mission, TX 78572 www.tedsi.com	E-MAIL			JASanchez@tedsi.com CGarza@tedsi.com jsalinas@tedsi.com mlupher@tedsi.com	01/20/15	956-424-7898 956-424-7022
10	**Broaddus & Associates, Inc.** Gilbert Gallegos, AIA, Senior Vice-President 1100 E. Jasmine Ave., Suite 102 McAllen, TX 78501	E-MAIL			jbazan@broaddusassociates.com ggallegos@broaddusassociates.com	01/21/15	956-688-2307 956-688-2315 Jessica Bazán Direct Line (512) 347-3688 Main Office (512) 329-8822 Fax (512) 329-8242
11	**Prime Vendor Inc.** Erika Russ 4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429	E-MAIL			Bids17@prime-vendor.com	01/20/15	800-746-9554 800-746-8307 fax
12	**Tandem Consulting, LLC** Don Roundtree 7389 I-30 E Spring Sulphur Springs, TX 78542	E-MAIL			domn@tandem-consulting.net	01/20/15	903-439-7217
13	**Guzman & Munoz Engineering and Surveying, Inc.** Jose L. Muñoz, PE, SIT, President 2020 E. Expressway 83 Mercedes, TX 78570	E-MAIL			Jalaca@gmes.biz jmunoz@gmes.biz srgranger@gmes.biz Rnoyola@gmes.biz cminge@gmes.biz	01/20/15	956-565-4637 956-565-4636
14	**Yates Construction** Susan Charles 900 Arion Pkwy, Bldg D, Ste110 San Antonio, TX 78216	E-MAIL			scharles@wgyates.com	01/20/15	956-565-4637 956-565-4636
15	**Civil Engineering Consultants (CEC)** Frank M. Jaster, P.E. 11550 IH 10 Suite 395 San Antonio, TX 78230-1037	E-MAIL			fjaster@cectexas.com	01/20/15	210-641-9999 210-641-6440 fax 210-324-9964 cell
16	**Skanska USA Building Consulting** 3009 Post Oak Boulevard Suite 910 Houston, TX 77056, United States usa.skanska.com	E-MAIL			chris.koeper@skanska.com	01/21/15	Phone 713 401 5200 Mobile 713 444 0565 Fax 713 401 5290

HIDALGO COUNTY PURCHASING DEPARTMENT

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17	**IMS** Jenny Flanagan 945 Hornbled Street, Suite G San Diego, CA 92109	E-MAIL			jflanagan@imsinfo.com	01/20/15	858-490-8823 888-467-3151 858-490-8811 fax
18	**FJW Construction** Jeanne Baker, Office Manager 1100 E. Jasmine, Suite 102 McAllen, TX 78501	E-MAIL			jbaker@fjwcc.com	01/21/15	956-688-2397 956-525-3967 956-688-2315 fax
19	**Urban Infrastructure Group, Inc.** Eric Gonzalez, P.E. 135 South 8th Street, Suite D Donna, TX 78537	E-MAIL			cgonzalez@uigtexas.com	01/20/15	956-377-2932 956-377-2841 512-731-6844
20	**IDEA Group, LLC** Jesus Bustos, Principal & Architect 1409 Galveston Ave McAllen, TX 78501	E-MAIL			ideagrp95@sbc.global.net	01/20/15	956-686-6806 956566-8666 956-686-5704 fax
21	**Brian Wyatt, Construction Management Consultant**	E-MAIL			brian@lcc3.com	01/20/15	909-841-3856 800-420-3407 fax
22	**Barrera Land Surveying** Joe Barrera Jr. 7715 Mainland Dr. Ste 114 San Antonio, TX 78250	E-MAIL			Barreralandsurveying.joe@gmail.com	01/20/15	210-444-9023 210-444-9479 fax
23	**R. E. Garcia & Associates** Raul E. Garcia 116 N. 12th Edinburg, TX 78541	E-MAIL			regaassoc@aol.com	01/20/15	956-381-1061 956-239-2037c
24	**BHDS Group** Barbara Inc. Lawrence Barbara, President 7075 Twin Hills Avenue, 3rd Floor Dallas, TX 75231	E-MAIL			lawrence.barbara@bhdsgroup.com	01/20/15	O 214.691.1970 x 203 C 214.704.6512 F 214.691.1972

HIDALGO COUNTY PURCHASING DEPARTMENT

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25	**HOV Services, LLC/ Meridian Consulting Group, LLC** Jed Henning, Senior Project Manager 11122 Wurzbach Road, Suite 206 San Antonio, TX 78230 www.meridianconsulting.net	E-MAIL 1st Try RETURNED UNDERIBERABLE			jed.henning@hovservices.com Allen.Thibodeaux@hovservices.com jed.henning@sourcehov.com	01/20/15 02/02/15	T - 210-558-7500 F - 210-558-7612 C - 210-627-3611
26	**CDM Smith, Client Service Manager** Eduardo J. Parra, P.E., LEED AP BD+C 1777 NE Loop 410, Suite 500 San Antonio, TX 78217 Consulting engineering construction operations TBPE No. F-3043	E-Mail			ParraEJ@cdmsmith.com	01/20/15	t/f: 210-253-2881 m: 832-623-3447 main: 210-826-3200
27	**Coast and Harbor Associates** Alex Pollard, Contracts Manager 7 Kimball Ln, Suite D Lynnfield, Ma 01940	E-Mail			contracting@coastandharbor.com	01/20/15	781-224-3874 - Phone 781-224-3876 – Fax
28	~~**Freese and Nichols, Inc.**~~ ~~Janell Broyles, Senior Marketing Coordinator~~ ~~4055 International Plaza, Suite 200~~ ~~Fort Worth, TX 76109-4895~~ Janell.Broyles@freese.com– **Requested to be removed.** 01/30/15	~~E-Mail~~				~~01/20/15~~	~~817-735-7561 office~~ ~~817-735-7482 fax~~
29	**First Housing** Angi Darling Sr. Escrow Administrator	E-Mail			adarling@firsthousingfl.com	01/20/15	T: 813.289.9410 F: 813.289.5580 Toll Free: 800.967.9410
30	**JAGz Consulting Engineers, LLC** Jorge A. Gonzalez, P.E., C.F.M. web: http://www.jagzce.com/	E-Mail			Jorge@jagzce.com	01/20/15	Tel: 956.270.8476 Fax: 956.381.9109
31	**B R I O N E S** **CONSULTING & ENGINEERING, LTD.** Lori Wiltz 8118 BROADWAY SAN ANTONIO, TX 78209	E-Mail			lori@brionesservices.com	01/20/15	OFFICE: (210) 828 -1431 FAX: (210) 828 -1432
32	**HL ENGINEERING GROUP** Hernan Lugo, P.E., C.F.M., Principal 5111 N. 10th St. Ste. 246 McAllen, TX 78504	E-mail			hlugot@gmail.com	01/20/15	Cell: (956) 648-9799 Fax: (956) 386-9163

HIDALGO COUNTY PURCHASING DEPARTMENT

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33	**Naismith Engineering, Inc.** Anna A. Smith, Vice-President 789 E. Washington St. Brownsville, Texas 78520	E-Mail			cbreeden@naismith-engineering.com asmith@naismith-engineering.com	01/20/15	956-541-1155 775-305-2554 (Fax)
34	**Michael Chapa** 11208 DK Ranch Rd Austin, TX	E-MAIL			mchapa@crdgrp.com	01/20/15	Ph 512-775-5766
35	**Summers A/E/C** Linda Summers	E-Mail			linda@summersaec.com	01/20/15	214-850-8407
36	**Virtual Builders Exchange** Sarrah Hearn	E-Mail			sarrah@virtualbx.com	01/20/15	210-564-6900 Ext.105 210-564-6902
37	**ECM International, Inc.** Rosie Lujan, Manager Corporate Admin. 404 Executive Center Blvd. El Paso, TX 79902 www.ecmintl.com	E-Mail			rlujan@ecmintl.com	01/20/15	(915) 351-1900 office
38	**Project Control of Texas Inc.** **(a division of Raba Kistner)** Dick McNarv, President 17300 Henderson Pass, Ste. 110 San Antonio, TX 78232	E-Mail			nsalazar@rkci.com joanna.armstrong@rkci.com dmcnary@projectcontrol.com	01/20/15	P 956 :: 682 :: 5332 F 956 :: 682 :: 5487 P 210-545-0008 F 210-545-5450
39	**LeFevre Environmental & Management Consulting, LLC (LEMC)** Erica Mata, CAD Technician 612 Nolana, Suite 520 McAllen, Texas. www.lefevregroup.net	E-Mail			erica@lefevregroup.net	01/20/15	956-661-800 F 956-661-8001
40	**Pepper Lawson Waterworks, LLC** Mary Ann Carroll, Marketing Coordinator 3701 Kirby Suite 1133 Houston , TX 77098 www.plwaterworks.com	E-Mail			mcarroll@pepperlawson.com	01/20/15	Office: 713-521-0174 Direct: 713-344-2405 Fax: 713-521-0386

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41	**L&G Engineering & Laboratory** *David A. Saenz, P.E., C.F.M.,* Project Engineer 900 S. Stewart Rd., Suite 6 Mission, TX 78572 www.LGEngineers.com www.LGEngineers.com/laboratory	E-Mail			dsaenz@lgengineers.com KKrougov@LGEngineers.com	01/20/15	Office: (956) 583-7117 Mobile: (956) 463-2504
42	**Cortran Engineering PLLC** Yara M. Corbitt, PE, President 3149-A Center Pointe Drive Edinburg, TX 78539	E-Mail			yara@cortranengineering.com	01/20/15	Tel: 956-971-0289 956-386-0289
43	**Fetterhoff Company** Robin Riker	E-Mail			robin.riker@fetterhoff.com	01/20/15	
44	**Javier Hinojosa Engineering** 416 E. Dove Ave. McAllen, TX 78504	e-mail			javhin@rgv.rr.com	01/20/15	956-668-1588 956-994-8102 F
45	**ATKINS** 18383 Preston Road, Suite 500 Dallas, TX	e-mail			Luis.delgado@atkinsglobal.com	01/20/15	972-818-7275 EXT
46	**VRX, Inc.** 2500 N. Dallas Pkwy., Suite 450 Plano, TX 75093	e-mail			bonnie.tinsley@vrxglobal.com	01/20/15	214-636-4648 972-309-9683
47	**The Warren Group Architects, Inc.** 1801 South 2nd Street, Ste. 330 McAllen, Texas 78503 Mrs. Laura Nassri Warren, AIA, Principal Mrs. Andrina Garza, Assoc. AIA, Director	e-mail			lwarren@twgarch.com agarza@twgarch.com	01/20/15	t 956 994 1900 f 956 994 1962
48	**Ecm International Inc.** Thiago Silva 404 Executive Center Blvd. El Paso, Texas 79902 www.ecmintl.com Since 1983	e-mail			tsilva@ecmintl.com	01/20/15	915 351-1900 office

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49	**Hill International, Inc.** Robert Ferguson, SVP & Southern Region Manager 16801 Greenspoint Park Drive, Suite 130 Houston, Texas 77060	e-mail			freddiebustillo@hillintl.com RobertFerguson@hillintl.com KarinCrabtree@hillintl.com	01/20/15	(713) 349-9333 F (713) 349-9334 C (713) 396-9714
50	**Prime Vendor Inc.** Kimberly Doumit 4622 Cedar Avenue Wilmington NC 28403	e-mail			bids20@prime-vendor.com	01/20/15	1-800-746-9554 Fax: 800-746-8307
51	**Sunland Group, Inc.** Robin Flynn Marketing 1033 La Posada, Suite 370 Austin, Texas 78752 http://www.Sunlandgrp.com	e-mail			rflynn@sunlandgrp.com	01/20/15	512.494.0208 (Main) 512.590.7959 (Direct) Fax. 512.494.0406
52	**HALFF ASSOCIATES, INC.** Robert L. Saenz, PE, CFM, PMP 5000 West Military, Suite 100 McAllen, Texas 78503-7446 www.halff.com	e-mail			cVillarreal@Halff.com rsaenz@halff.com	01/20/15	(956) 664-0286 F (956) 664-0282
53	**AEC Engineering, LLC** P. O. Box 480 Edinburg, TX Angela Garza	E-MAIL			carlos@aecengineering.net	01/20/15	(956) 380-6558 F (956) 380-6110
54	**Izaguirre Engineering Group, LLC** Diana Izaguirre –President 7413 N. La Homa Rd. Mission, TX 78572	E-MAIL			diana.izaguirre@yahoo.com	01/20/15	956-584-0554 F 956-584-0190
55	**ERC Environmental & Construction Services, Inc.** Susanne Rees Marketing Coordinator 10801 Hammerly Blvd., Suite # 100 I Houston I TX 77043 Email: I Web: www.erc-tx.com				srees@erc-tx.com		T 713.290.9444 I F 713.290.9441
56	**Professional Service Industries, Inc. (PSI)** Hector J. Lopez, P.E. Branch Manager 2020 N. Loop 499, Suite 302 Harlingen, Texas 78550	E-MAIL			hector.lopez@psiusa.com lucas.castillo@psiusa.com	01/21/15	O: (956) 423-6826 M: (956) 453-6172 F: (956) 423-5735

HIDALGO COUNTY PURCHASING DEPARTMENT

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57	**Surveying And Mapping, LLC (SAM)** Alyce Valasek Senior Marketing Coordinator 4801 Southwest Parkway, Building Two, Suite 100 Austin, Texas 78735 www.sam.biz	E-MAIL			avalasek@sam.biz	01/21/15	Tel 512-447-0575 Dir 512-895-5026
58	**Gonzalez de la Garza** Surveyors-Engineers-Contractors 8a-8m-SBE-MBE-WBE-DBE www.gd-us.com	E-MAIL			SHaddox@gd-us.com	01/21/15	P] 210.208.9400 F] 210.208.9401
59	**Garza Program Management LLC** Richard Garza, Principal 700 North St. Mary's Suite 1400 San Antonio, Texas 78205 www.garzapm.com PMB # 10	E-MAIL			richard.garza@garzapm.com	01/22/15	210-348-8185 Phone 214-722-0695 Fax 214-212-8806 Cell
60	**Matador Project Solutions** Rusty Burnett, Partner www.matadorps.com	E-MAIL			rburnett@matadorps.com	01/22/15	
61	**PBK** **Sara G. Martinez** Administrative Assistant 3900 North 10th Street, Suite 810 McAllen, Texas 78501 PBK.com	E-MAIL			sara.martinez@pbk.com	01/22/15	P 956-687-1330 F 956-687-1331
62	**Mendez Engineering** Ray Méndez, PE, CFM, President 2342 Mountain Fall San Antonio, TX 78258 www.MendezEngineering.com	E-MAIL			rmendez@mendezengineering.com	01/23/15	210-802-0808 830-438-1135
63	**Mata+Garcia Architects LLP** Hector Rene Garcia, Architect 1314 Ivy Avenue McAllen, Texas 78501	E-MAIL			arquitectoweslaco@hotmail.com hector@matagarcia-architects.com	01/23/15	Tel: 956.631.1945 Fax: 956.631.1968
64	**Apex Geoscience** Danny Herrera , Construction Service Manager 1920 Duval, No. 9, Harlingen, Texas 78550 apexgeo.com	E-MAIL			dherrera@apexgeo.com	01/27/15	c: 956 564 2909

HIDALGO COUNTY PURCHASING DEPARTMENT

LOG OF PARTICIPATING FIRM$

RFQ PACKETS

ACCEPTANCE DATE **FEBRUARY 04, 2015** BID OPENING TIME: **9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: **HIDALGO COUNTY –"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2015-008-02-04-MSS**

#	NAME OF VENDOR: COMPANY/FIRM	REQUEST *VIA			SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
65	**HOK** JEFF BRADLEY , Vice President, Justice Global Director 2800 Post Oak Blvd, Suite 3700 Houston, TX 77056 USA	E-MAIL			jeff.bradley@hok.com	01/27/15	t +1 713 407 7884 f +1 713 407 7809 m +1 512 507 9142
66	**Fulcrum Consulting Services** Leslie Salinas P.O.Box 530540 Harlingen, Texas 78553	E-MAIL			lsalinas@fulcrum-cs.com	01/27/15	ph: 9567973411
67	**LeFevre Engineering dba LeFevre Engineering & Management Consulting, LLC** Weley Richard LeFevre, President 612 Nolana, Suite 520 McAllen, TX 78504	E-MAIL			Richard@lefevregroup.net	01/28/15	P: 956-687-5362 F: 956-687-5363
68	**Bullard Construction, Inc.** Robert Williamson 5000 W. Military Hwy., Suite 50 McAllen, Texas 78503	E-MAIL			estimating@bullardconstruction.com	01/28/15	(P) 956-972-0321 (F) 956-972-0325 (C) 956-862-7635
69	**Jimenez Engineering Solutions, LLC dba International Consulting Engineers** Hugo P. Gonzalez Jr., Principal Jesus J. Jimenez, Principal 5101 S. McColl Rd. Suite I Edinburg, TX 78539	E-MAIL			rene@icengineers.net hugo@icengineers.net debbie@icengineers.net jj@icengineers.net	01/29/15	Ph. 956.346.3439 361-826-5805 F. 361-826-5806
70	**Vista Sciences Corp.** Steve Rouse - CI Las Cruces, NM	E-MAIL			steve.rouse@vistasciences.com kristen.brackett@VISTASCIENCES.COM	02/03/15	575-993-4155

AI -48631 **Purchasing Department** **23. A. 5.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Elena Gomez, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to procurement packet, request by Hon. Arturo Guajardo, Jr., Hidalgo-County Clerk that HCCC approve (select/designate/appoint) a Committee to score/grade the responses received for RFP#2015-041-03-11-Legal Firm for the Collection of Delinquent Fees & Fines for Judicial & JP Courts-Phased Basis with recommendations of members; or, in the alternative;

B. Pursuant to procurement packet, HCCC's selection/designation/appointment of a Committee to score/grade the responses received for RFP#2015-041-03-11-Legal Firm for the Collection of Delinquent Fees & Fines for Judicial & JP Courts-Phased Basis; or,

C. Other, as permitted by procurement packet.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The action being requested on agenda item does not have any fiscal impact.

Attachments

Selection & Schedule

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/25/2015 05:27 PM
Budget & Management	Veronica Ortiz	02/26/2015 10:09 AM
Auditor's Office	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Marty Salazar		Started On: 02/24/2015 01:23 PM
Final Approval Date: 02/27/2015		

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR PROPOSALS

COLLECTION OF DELINQUENT FEES, FINES AND COURT COSTS PHASED BASIS

SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The submitter should be able to submit a Cost Proposal on short notice for the purpose of commencing negotiations after the ranking of the proposals by Hidalgo County Commissioners Court.

Proposal Ranking: An Evaluation Committee selected and/or appointed (which may include the Hon. Arturo Guajardo, Jr. Hidalgo-County Clerk or his designee) or as otherwise opted by HCCC will grade, evaluate and score the submitted responses to RFP. The Evaluation Committee will present a scoring grid for the purposes of ranking by Hidalgo County Commissioners' Court.

Negotiation Process: Thereafter, the negotiation process will commence with the number one ranked firm with the intent to finalize a contract for: Law Firm to Collect Delinquent Fees, Fines and Other Court Costs on a Phased Basis.

If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

Proposal evaluations are the sole responsibility of the County and as such the County is the final authority on the evaluation process.

EVALUATION: The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined in Exhibit B.

PROPOSAL EVALUATION Total = 100 points

The County will review all accepted proposals with particular emphasis on the following:

1	Firms Qualifications	25 points
2	Collection Procedures	25 points
3	Collection Notice	10 points
4	Management Reports	25 points
5	Computer Network	15 points

Proposal evaluations are the sole responsibility of the County and as such the County is the final authority on the evaluation process.

Honorable Arturo Guajardo Jr., Hidalgo County Clerk
c/o Valde Guerra Hidalgo County Executive Office
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, March 11, 2015.**

AI -48645 **Purchasing Department** **23. A. 6.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Yolanda Velasquez, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to Texas Local Government Code, 116.021(b) DEPOSITORY AND SUBDEPOSITORY CONTRACTS and Hidalgo County's current four (4) year contract (Article 1.2) with Lone Star National Bank, recommendation by Hon. Norma G. Garcia, HC-Treasurer & Mr. Sergio Cruz, HC-Budget Officer on the need to establish, on the basis of negotiations with LSNB, new interest rates and financial tems of the contract that will take effect during the final two (2) years of the four (4) year agreement by sending the required minimum sixty (60) days notice of said negotiations (that date being 05-09-15).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The fiscal impact to County is detailed in the current Depository Contract.

Attachments

Backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/26/2015 09:46 AM
Budget & Management	Veronica Ortiz	02/26/2015 10:13 AM
Auditor's Office	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Marty Salazar		Started On: 02/25/2015 10:46 AM
Final Approval Date: 02/27/2015		

deposited by County with Bank and faithfully perform its duties under the terms of this Agreement. Bank shall provide County with banking services that include demand deposit accounts, investment assistance with time accounts and government securities, loan services and other banking services that are enumerated herein.

1.2. Term. Bank shall act as Depository until the County's Commissioners Court regular May term in the year 2017, and for so long thereafter as necessary in order for County to change over to any successor Depository. At least sixty (60) days prior to the second anniversary date of this Agreement, County by written notice to Bank, may, in accordance with Local Government Code Section 116.021(b), negotiate new interest rates and financial terms of this Contract that will take effect during the final two years of this Contract if the new financial terms do not increase the prices to the County by more than ten percent (10%). If there is no agreement between County and the Bank as to proposed changes, then the original interest rates and terms shall continue for the remaining two years. To the extent the bid attached as an exhibit contradicts this section 1.2 only, then this provision 1.2 shall control.

1.3. Applicable Law. County and Bank agree that they will, at all times, comply with the provisions of V.T.C.A., Local Government Code, Chapters 116 and 117 as may from time to time be amended. Further, the terms of this Agreement shall, at all times, be subject to the Constitution of the State of Texas, and the rules and regulations promulgated by the Office of the Comptroller of the Currency, the Federal Reserve System and the Federal Deposit Insurance Corporation.

II. DEMAND DEPOSITS AND RELATED SERVICES

2.1 Demand Deposit Accounts. Subject to the terms of all attachments and exhibits to this Agreement, Bank shall provide any and all checking accounts, including

deposited under this chapter, and the money shall be considered in fixing, and is protected by, a county depository's bond.

(b) Warrants, checks, and vouchers evidencing the money deposited in the county depository under Subsection (a) are subject to audit and countersignature as provided by law.

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

SUBCHAPTER B. ESTABLISHMENT OF DEPOSITORY

Sec. 116.021. DEPOSITORY AND SUBDEPOSITORY CONTRACTS. (a) The commissioners court of a county shall select by the process provided by this subchapter or by Subchapter C, Chapter 262, one or more banks in the county and enter a contract with each selected bank for the deposit of the county's public funds. The county shall contract with a bank under this section for a two-year or four-year contract term. On expiration of a contract under this section, the contract may be renewed for two years under terms negotiated by the commissioners court.

(b) If the contract is for a four-year term, the contract shall allow the county to establish, on the basis of negotiations with the bank, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract.

(c) On the renewal of a contract, the county may negotiate new interest rates and terms with the bank for the next two years in the same way and subject to the same conditions as provided by Subsection (b).

(d) If for any reason a county depository is not selected under Subsection (a), the commissioners court, at any subsequent time after 20 days' notice, may select, by the process described by Section 116.024 or by negotiated bid, one or more depositories in the same manner as at the regular time.

(e) If the commissioners court selects a depository by the process provided by Subchapter C, Chapter 262, the depository may be selected by:

(1) competitive bidding; or

(2) another method under that subchapter that the

AI -48638 **Purchasing Department** **23. A. 7.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to Tx. Local Government Code 263.152 approval to declare as surplus/un-needed an office area of approx. 168 square feet inside the soon to be Hidalgo County Tax Office Sub-station located at 708 E. Hwy. 107, Elsa, Texas 78543;

B. Requesting authority to advertise (under TLGC 263.007) a sealed bid for the Lease (168 sq. ft.) of office space in the building to house the Hidalgo County Tax Office located 708 E. Hwy. 107, Elsa, Texas 78543 including approval to use the standard procurement packet utilized by HC for all other like leases with a minimum price of no less than $_____ per square foot. (final specifications will be approved by V. Guerra and draft lease agreement form by legal counsel) prior to distribution of packets.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

This project is revenue generating project
and only fiscal impact would be the advertising expenses to HC; funding available as of 2-27-15.

Attachments

Section 263.007
Section 263.152
draft specs

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/25/2015 10:45 AM
Budget & Management	Veronica Ortiz	02/26/2015 10:11 AM
Manuel Chapa	Manuel Chapa	02/27/2015 01:33 PM

Auditor's Office	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Marty Salazar		Started On: 02/25/2015 08:42 AM
Final Approval Date: 02/27/2015		

LOCAL GOVERNMENT CODE

TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY

SUBTITLE B. COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY

CHAPTER 263. SALE OR LEASE OF PROPERTY BY COUNTIES

SUBCHAPTER A. GENERAL PROVISIONS FOR REAL PROPERTY

Sec. 263.007. SALE OR LEASE OF REAL PROPERTY THROUGH SEALED-BID PROCEDURE. (a) The commissioners court of a county may adopt a procedure by which the county may sell or lease through a sealed-bid or sealed-proposal procedure any real property, including space in a building, owned by the county.

(b) The procedure must include a requirement that the county publish, before a sale or lease is made, a notice of its intent to sell or lease, as appropriate, the real property. The notice must:

(1) be published in a newspaper of general circulation in the county the commissioners court represents and, if the real property is located in another county, in a newspaper of general circulation in that other county;

(2) be published on two dates, with the date of the second publication occurring before the 14th day before the date the award of the sale or lease is made;

(3) include a description of the real property, including its location; and

(4) include a description of the procedure by which sealed bids or sealed proposals for the sale or lease may be submitted.

(c) Before selling property under this section, the commissioners court shall:

(1) obtain an appraisal of the property's fair market value; and

(2) determine a minimum bid amount, based on the appraisal.

(d) Under the procedure, the commissioners court may reject any and all bids submitted.

(e)(1) The commissioners court of a county may lease real property owned or controlled by the county that was formerly owned or controlled by the Texas Department of Mental Health and Mental Retardation to a federal, state, or local government entity for any

purpose or to a nonprofit organization that is exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(3)), to conduct health and human service activities or such other activities which the commissioners court finds to be in the public interest, without using the sealed-bid or sealed-proposal process described in Subsection (a) and without using any other competitive bidding process which would otherwise be required by law.

(2) The commissioners court of a county with a population of one million or more that contains two or more municipalities with a population of 250,000 or more may lease real property owned or controlled by the county to a for-profit entity to conduct health and human service activities which the commissioners court finds to be in the public interest, without using the sealed-bid or sealed-proposal process described in Subsection (a) and without using any other competitive bidding process which would otherwise be required by law.

(3) Except as provided by Subdivision (4), a commissioners court of a county that chooses to lease under this subsection shall declare its intent to do so through written notice posted in the same place and manner as the commissioners court posts its regular meeting agenda not later than 30 days prior to the beginning of the lease period. In setting the terms and conditions of the lease, including but not limited to the amount of the lease payment, the commissioners court may consider local business custom regarding leases and the reasonable market value of the leasehold, but the commissioners court is not bound thereby and may also consider the extent to which the provision of services or the other activities to be performed by the lessee will benefit the public. This subsection does not limit the ability of a commissioners court to enter into interlocal agreements, contracts, or any other arrangement permitted by law.

(4) The 30-day posting period provided by Subdivision (3) does not apply to a lease under Subdivision (1) or (2) if:

(A) the duration of the lease is 95 days or less; and

(B) the lease is to provide short-term emergency disaster relief services to persons as a result of a disaster in the county or to evacuees from another area as a result of an emergency evacuation from that area.

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed

Zimbra **sandy.suarez@co.hidalgo.tx.us**

RFB : "Lease of Office Space in the Elsa, Texas Area" - Memorandum of Approval & Specifications

From : Sandy Suarez <sandy.suarez@co.hidalgo.tx.us> Fri, Feb 27, 2015 11:23 AM

1 attachment

Subject : RFB : "Lease of Office Space in the Elsa, Texas Area" - Memorandum of Approval & Specifications

To : Valde Guerra <valde.guerra@co.hidalgo.tx.us>, Stan Ramos <stan.ramos@co.hidalgo.tx.us>

Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Good Morning Mr. Guerra,

Attached you will find the draft Specifications for the above referenced project, for your review and consideration. Please modify as necessary.

There are a few high-lighted paragraphs on page one (1) under the Specifications; that I need your guidance with and/or to have the Tax's Office address them, please, so to amend the Specifications as needed.

#3- Lessee's hours of operation? I put- 7:00am-6:00 pm.
#4- Permitted number of employees? I put two (2)
#7- Access to Office premise? I put back entry
#8- Lessee staff parking? I put at the discretion of the Tax Office Sub-station.

Any questions or concerns, please let me know. Your assistance with this matter is greatly appreciated.

--

Respectfully,
Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 S. Bus Hwy. 281
Edinburg, TX. 78539
(956) 318-2626 ext. 4860
(956) 292-7612 fax
sandy.suarez@co.hidalgo.tx.us

Memo of Approval of Spec.pdf
408 KB

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(Specifications)

TO: **Valde Guerra,**
Hidalgo County Executive Office

ATTN: **Stan Ramos** **via email: stan.ramos@ co.hidalgo.tx.us**

FROM: **Sandy Suarez, Buyer II**
Hidalgo County Purchasing Department

DATE: **February 27, 2015**

RE: **Approval of Specifications For: Dept Name -"Lease of Office Space in the Elsa, Texas Area"**
Bid No. 2015-000-00-00-SGS

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specification is NOT met, make any and all modifications necessary and return the copy to the designated Buyer in the Purchasing Department.

If your answer is DISAPPROVE, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ☐	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS ☐	

Funds Availability: _____YES / _____NO/_____

Other (Specify) _____

Budget Account No.:_____

_____

SIGNATURE PRINTED NAME DEPARTMENT DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than: as soon as possible.

Enclosures

Exhibit "A"
HIDALGO COUNTY
"Lease of Office Space in the Elsa, Texas Area"
BID NO.: 2015-000-00-00-SGS

INTRODUCTION:

The County of Hidalgo has determined that there will be available space not needed by the County. Hidalgo County is requesting that interested vendors in need of office space to participate in this process. The use of the space must be for a lawful and permitted purpose.

PROJECT OVERVIEW:

The available office space will be awarded to a qualifying vendor that offers the highest bid per square foot to Hidalgo County for the use and occupancy of said space. The County of Hidalgo encourages qualified and established vendors with need to conduct business of a legitimate and lawful nature to submit their bid. The County of Hidalgo's "Notice" of availability of office space is the Hidalgo County Tax Office Sub-station located at: 708 E. Hwy 107, Elsa, Texas 78543.

SPECIFICATIONS:

1. The amount of office space is approximately 168 square feet. It consist of an office measuring 14' x 12', situated and identified with diagram contained herein as Exhibit A-1.
2. The sole permitted use of the leased premises shall be for the purpose of the conduction of a legitimate and lawful purpose/business in Hidalgo County.
3. Lessee will conduct business Monday through Friday with hours to be from 7:00 A. M. – 6:00 P.M., except for recognized County Holidays. Hidalgo County Commissioner's Court approved Holiday Schedule contained herein as Exhibit A-2.
4. Permitted number of staff to occupy Office premises will be limited to two (2) individuals.
5. Bidder(s) are encouraged to visit office premises prior to submitting bid and may contact the Purchasing Department to make arrangements.
6. Office premises will be on an **"as is"** condition.
7. Hidalgo County will establish reasonable procedures that will allow awarded Bidder to have access to Office premises through the back entry.
8. Designated Lessee staff parking will be provided at the discretion of the Hidalgo County Tax Sub-station.

REQUIREMENTS:

1. The Lessee shall obtain approval from County for all improvements constructed upon the leased premises. All improvements made by the Lessee shall become the property of County at the end of the term of the lease.
2. Any signage by Lessee, as approved and permitted by Hidalgo County.
3. The Lessee shall indemnify and hold Hidalgo County harmless from any and all damages, liability resulting from any injury or damage resulting from or connected with, placing or utilizing any improvements placed upon the leased premises and any activity conducted by lessee or persons utilizing the leased premises. In addition, Lessee shall be required to provide

liability insurance that names County as a co-insured in at least the amount specified as the limits of the County's liability as set forth in the Texas Tort Claims Act, §101.001, et seq., Civ. Proc. & Rem. Code Ann., as amended. Lessee shall also execute a written lease containing conditions and covenants propose by County upon Lessee in additon to those specified herein.

4. Lessee shall be responsible for, but not limited to, the following:
   a) Own electric meter and pro-rated amount of water usage
   b) Pro-rated security system, fire system and monitoring of these systems
   c) Refuse dumpsters.

   Unless otherwise determined amended/waived and ordered by Hidalgo County Commissioner's Court when awarding the bid

5. Rent to be paid to Hidalgo County and will be an Annual Flat Rate and shall be paid on a Monthly basis at $1/12^{th}$ of the Annual Rate.

6. The rental amount shall remain firm during the period of the Contract.

7. Lessee aggrees to keep and maintain office space/premises in good working condition for the term of this Lease.

8. Lessee will be responsible for keeping office space/premises clean and free of litter and waste generated by its operation.

9. Lessee will be responsible for the cleaning and maintaining of office space/ premises and will provide the personnel, equipment, services and commodities necessary.

10. Lesses will be responsible for any installation of telecommunication access with notice to Hidalgo County of such installations.

11. Lessee will be responsible for securing office door with lock.

12. Lessee and their Employees shall observe all applicable County rules and regulations and exercise courtesy and consideration in their relations with the public.

13. During the term of lease Vendor must not sub-lease premises.

GENERAL TERMS AND CONDITIONS:

1. The lease shall be for an initial-term of three (3) years with an additional one (1) year extension term at County's sole option, under the same terms and conditions. Commencing upon occupancy of the premises with a goal of said date to be the first of the Month.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to EXHIBIT C for limits).

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

DRAFT

5. Hidalgo County reserves the sole right to terminate the lease by providing lessee with a thirty (30) day written notice of termination.

6. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

7. **All cost and expenses associated with the preparation and submission of all (Bid, Proposals, Statements of Qualifications (RFQ) and Quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County**

Additional Information:

All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Monday Month 00, 2015 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. Friday Month 00, 2015.

DRAFT

AI -48528 **Purchasing Department** **23. A. 8.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Recommendation to HCCC to appoint/designate an evaluation committee to grade and score the Proposal responses received for RFP No 2015-028-02-11-YZV - Hidalgo County -Professional Energy Consulting Services from existing members of the Energy Efficiency Community Block Grant awarded by US Department of Energy:

County Judge's Office - Jaime Longoria (w/Erika Reyna as substitute when needed);
Precinct #1 -
Precinct #2 -
Precinct #3 - Dr. Mona Parras
Precinct #4 -

Auditor's Office
Deborah Fischer
Ramiro Sendejo (now at DAs office)

Purchasing:
Darlene Betancourt
Moises Salazar

HC-DBM
Rey Salazar
Manuel Chapa

B. Appointment/designation of Evaluation Committee by HCCC for the grading and scoring of the Proposal Responses received for the RFP-Hidalgo Couny-Professional Energy Consulting Services.

BACKGROUND

39 Packets requested/distributed
06 Responses received for consideration

Fiscal Impact

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

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

BUDGETARY IMPACT:

No budgetary impact at this point. Appointment/designation of evaluation committee.

Attachments

Acceptance-Participation List

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/19/2015 11:34 AM
Budget & Management	Debbie Tamez	02/20/2015 10:08 AM
Manuel Chapa	Manuel Chapa	02/25/2015 04:30 PM
Auditor's Office	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Yolanda Velasquez Started On: 02/13/2015 02:50 PM

Final Approval Date: 02/27/2015

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL ACCEPTANCE DATE: FEBRUARY 11, 2015 | **PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY –"PROFESSIONAL ENERGY CONSULTING SERVICES"

RFP NO: 2015-028-02-11-YZV | **BUYER: Yolanda Velasquez**

RFP	NAME OF COMPANY	ACKNOWLEDGED
#1	Texas Energy Consultants Edinburg, TX	√
#2	Acclaim Energy Advisors Houston, TX	√
#3	Choice Energy Services Houston, TX	√
#4	Pro Star Energy Services The Woodlands, TX	√
#5	Marco A. Arredondo, Inc. Portland, TX	√
#6	Amerex Energy Service Sugar Land, TX	√
#7		
#8		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: FEBRUARY 11, 2015 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/RFP DESCRIPTION: "PROFESSIONAL ENERGY CONSULTING SERVICES" - HIDALGO COUNTY RFP NO.: 2015-028-02-11-YZV

	NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1	Pro-Star Energy Services Noe Romo	Email	nromo@pro-starenergy.com YZV	01/26/15	1 AT&T Way Arlington, Texas 76011 Tel: 866-226-2186
2	IMS INFO Antonio Ruiz	Email	aruiz@imsinfo.com YZV	01/26/15	
3	Vertex Rebecca Price	Email	rprice@vertex.ca YZV	01/26/15	Tel: 480-526-3214
4	DFW Consulting Group, INC Michael Geraci	Email	mgeraci@dfwcgi.com YZV	01/26/15	1616 Corporate Curt Ste100 Irving, Texas 75038 Tel: 972-929-1199 ext 2626
5	Acclaim energy Advisors Rebecca Correa	Email	rcorrea@acclaimenergy.com YZV	01/26/15	Two Riverway, ste 800 Houston, Texas 77056 Tel: 956-534-0090
6	Save On Energy	Email	bpatel@saveonenergy.com YZV	01/26/15	1001 South Dairy Ashford Rd #100 Houston, Texas 77077 Tel: 832-483-2291
7	ConEdison Solutions Pat Morley	Email	morleyp@conedsolutions.com YZV	01/26/15	3101 West Martin Luther King Jr Blvd, Ste 110 Tampa, Florida 33607 Tel: 813-375-3422
8	Energy Systems Laboratory Gali Zilbershtein	Email	galiez@tamu.edu YZV	01/27/15	Mail Stop 3581 College Station, Texas 77845 Tel: 979-845-1781
9	Norma Salazar	Email	nsalazar@rkci.com YZV	01/27/15	800 E. Hackberry Avenue McAllen, Texas 48501 Tel: 956-682-5332
10	Ambient Energy Lilia Rendon	Email	lilia@ambient-e.com YZV	01/27/15	Tel: 303-278-1532 x 200
11	Intelligent Conservation Systems, INC (ICS) Mike Campell	Email	Mike.campbell@i-conservation.com YZV	01/28/15	Tel: 407-388-5915
12	Schneider Electric Paul Gear	Email	Paul.gear@ems.schneider-electric.com YZV	01/28/15	Tel: 512-670-6399
13	ABM Building Value Amanda N. Reed	Email	Amanda.n.reed@abm.com YZV	01/28/15	10521 Gulfdale St San Antonio, TX 78216 Tel: 210-733-6015

***VIA: BIDDER LIST MAIL OUT (BLM) IN PERSON (IP)**
E-MAIL (EM) TELEPHONE REQUEST (TR)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: FEBRUARY 11, 2015 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/RFP DESCRIPTION: "PROFESSIONAL ENERGY CONSULTING SERVICES" - HIDALGO COUNTY RFP NO.: 2015-028-02-11-YZV

	NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
14	E/S3 Consultants, Inc Steven M. Hastings	Email	shastings@es3consultants.com YZV	01/28/15	P. O. Box 4595 Englewood, CO 80155 Tel: 303-478-3729
15	Troy Banks Robert Nusall	Email	rnusall@troybanks.com YZV	01/28/15	
16	Dunsky Energy Consulting Marie Noel Ouellet	Email	Marienoel.ouellet@dunsky.ca YZV	01/28/15	Tel: 514-504-9030
17	Noresco Christi Gibson	Email	cgibson@noresco.com YZV	01/28/15	2198 E. Camelback Rd, Ste 200 Phoenix, AZ 9602 Tel: 480-735-0137
18	Energy IQ Craig Senglin	Email	Craig.senglin@energyiq-usa.com YZV	01/28/15	11103 Sesame Street Dallas, Texas 75238 Tel: 214-929-7317
19	Alden Energy Consulting LLC Travis H. Cooke	Email	tcooke@aldenenergy.com YZV	01/28/15	Tel: 972-462-8800
20	Tanko Lighting Joe Bollinger	Email	joe@tankolighting.com YZV	01/28/15	Tel: 415-622-6861
21	Schneider Electric Energy & Sustainability Services Aaron Garcia	Email	Aaron.garcia@schneider-electric.com YZV	01/28/15	5020 E. Expressway 83, Ste1 Weslaco, Texas 78596 Tel: 956-534-7783
22	GDS Associates, Inc Kaytie Ruditys	Email	Kaytie.ruditys@gdsassociates.com YZV	01/28/15	Tel: 770-425-8100
23	ARUP Douglas B. Nordham	Email	Douglas.nordham@arup.com YZV	01/28/15	12777 W Jefferson Blvd. Bldg D Los Angeles, CA 90066 Tel 310-578-4400
24	INFOTECH Rakhi Patil	Email	Tenderingauthority400@gmail.com YZV	01/29/15	201 Eden Rose Shopping Center-Mira Road (East) Thane, India 401107 Tel:91-22-28555551
25	Cardno ATC Ryan M. Roberts	Email	Ryan.roberts@cardno.com YZV	01/29/15	140 E. Heimer Rd Ste 735 San Antonio, Texas 78232 Tel: 210-496-3434
26	Ameresco, Inc. Sarah Price	Email	sprice@ameresco.com YZV	01/29/15	Tel: 480-499-9123
27	Power Mark Yvan Guerrero	Email	yvang@powermarkresources.com YZV	01/30/15	3600 N 23rd St. Ste 307 McAllen, Texas 78501 Tel: 956-560-1842

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
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RFB-RFP-RFQ

BID OPENING DATE: FEBRUARY 11, 2015 BID OPENING TIME: 9:30 A.M.

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	NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
28	NOVI Energy Kim L. Cheatham	Email	kcheatham@novienergy.com YZV	01/30/15	Te: 248-735-6684 ext 131
29	THG Energy Solutions, LLC Chad Burden	Email	cburden@thgenergy.com YZV	02/02/15	Tel: 918-858-4943
30	Amerex Energy Services Chris Elliott	Email	celliott@amerexenergy.com YZV	02/02/15	One Sugar Creek Center, ste 700 Sugar Land, Texas 77478 Tel: 281-340-5222
31	Green Ox Energy Solutions Paula Salvaggio	Email	psalvaggio@greenoxrgu.com YZV	02/02/15	Tel 972-775-0897
32	Energetics, Inc Karen L. Kirkpatrick	Email	kkirkpatrick@energyetics.com YZV	02/02/15	7067 Columbia Gateway Dr Ste 200 Columbia, MD 21046 Tel: 410-95366274
33	Texas Energy Consultants Robert Peña	Email	Signature robjrpena@texas-kwh.com YZV	02/02/15	Tel: 956-207-3644 Fax 877-341-4474
34	Energy Efficient Consultants George Costilla	Email	Gcostilla2010@hotmail.com Magda.constilla@energyefficientconsultants.com YZV	02/02/15	Tel: 210-313-9484
35	Choice Energy Services Marketa Hall	Email	Hallm@choiceenergyservices.com YZV	02/03/15	Tel 713-358-5419
36	Energy Advantage Barry Haubner	Email	bhaubner@energyadvan.com YZV	2/3/15	Tel 716-842-1698 x 315
37	Britt/Makela Group, Inc. Michelle L. Britt	Email	michelle@brittmakela.com YZV	02/05/15	Tel: 208-629-1447
38	Ethos Engineering Diane Looper	Email	dlooper@ethoseng.net YZV	02/06/15	119 W. VanBuren Ave Ste 101 Harlingent, TX 78550 Tel: 956-230-3435
39					
40					

AI -45781 **Purchasing Department** **23. A. 9.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Approval to exercise the thirty (30) day written notice of termination pursuant to page 5 of 9, #15 of Contract #E-14-103A-03-18 (original contract #C-12-008A-03-20) with Copy It Inc. for awarded "Printing Services and Related Supplies" under this contract; and

b. Pursuant to page 2 of 7, #10 under "Terms and Conditions of Specifications" of the RFB; requesting approval to award applicable items to the next lowest bidder(s) with Gateway Printing-Contract #E-14-103-03-18 and E. Stone dba Gulf Data Products-Contract E-14-103B-03-18 as this project was a multiple award-approved by CC on 03/20/12; and

c. Approval of Amendments (as approved by legal) to Contracts with Gateway Printing and E. Stone dba Gulf Data Products to include the "Modified Exhibit B1-Bid Page" of the additional items as applicable; and

d. Approval of the sixty (60) day grace period extension request as provided in contracts E-14-103-03-18-Gateway Printing and E-14-103B-03-18-E. Stone dba Gulf Data Products for "Printing Services and Related Supplies", with rates, terms and conditions, so as to have no lapse in services while the procurement process is ongoing; and

e. Requesting authority to advertise with approval of draft specifications, bid page and draft contract (as approved by legal) as attached hereto for "Printed Services and Related Supplies" including the re-advertising of project in the event no bid responses are received and/or rejected and project is still required.

BACKGROUND

Vendor (Copy It Inc.) has not adhered in providing required insurances as detailed in specifications/contract-see correspondences attached on agenda.

NOTE: Both Gateway Printing and E.A. Stone, dba Gulf Data have approved to honor bid prices to said items.

Specifications still being modified by department users as Purchasing Department is currently assisting with the process.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Purchases are on an as needed basis.
Funding to be identified at time of purchase by department user.
Possible obj. codes: 550 and 610.

Attachments

Copy It Inc's Contract
Correspondence with Copy It
Amendment-Gateway Printing
Amendment-E.A. Stone dba Gulf Data
Gateway Printing-Extension and Contract
E.A. Stone dba Gulf Data Extension and Contract
Draft Exhibits A & B and Contract with Legal's Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/19/2015 11:13 AM
Budget & Management	Debbie Tamez	02/20/2015 10:22 AM
Manuel Chapa	Manuel Chapa	02/25/2015 02:21 PM
Auditor's Office	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Vangie Garcia		Started On: 07/31/2014 11:07 AM
Final Approval Date: 02/27/2015		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO CONTRACT C-12-008A-03-20
FOR PRINTING SERVICES AND RELATED SUPPLIES

This **AMENDMENT** to the CONTRACT is made this **12th** day of **June, 2012** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **COPY IT INC., A TEXAS CORPORATION,** ("COMPANY").

WHEREAS, Company and County entered into a Contract dated March 20, 2012 for Hidalgo County's Printing Services And Related Supplies on an as needed basis;

WHEREAS, Company agrees to provide the Services to locations specified by Hidalgo County by third party insured shippers FOB such locations so specified by Hidalgo County;

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 Company hereby agree to the following amendment to the Contract:

1. Numbered paragraph 1 of the Contract is deleted in its entirety and the following is substituted in lieu thereof;

   County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at Hidalgo County by third party carriers. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Numbered paragraph 2 of the Contract is deleted in its entirety and the following is substituted in lieu thereof;

   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 attached hereto as Exhibit A following a request for Services by the Commissioners' Court or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services. Company shall provide the Services to locations specified by Hidalgo County by third party insured shippers FOB such locations specified by Hidalgo County.

3. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms

and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

COPY IT, INC.

By: Richard A. Lombardi

Its: _____

HIDALGO COUNTY, TEXAS

Ramon Garcia

Ramon Garcia, County Judge

Approved by Commissioners' Court
on 6/12/12 #0

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: **JUNE 12, 2012**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-008A-03-20

THIS CONTRACT is made and entered into this **20th Day** of **March, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **C0PY IT INC., A TEXAS CORPORATION** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"PRINTING SERVICES AND RELATED SUPPLIES"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a term of one year effective **April 16, 2012** and ending on **April 15, 2013.** Hidalgo County may at its sole discretion elect, to extend the term of this Contract for an additional two (2) - one (1) year terms at the same rates, terms and conditions and may further extend this Contract an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall

have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or 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** **1615 South Closner, Suite J** **Edinburg, Texas 78539**
If to Company	**Copy It Inc.** **705 East Pecan** **McAllen, Texas 78504**

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

17. 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.

18. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this 19 day of June, 2012.

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COPY

COMPANY: _____

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

By: _____

Printed Name: Richard A. Longoria

Title: Gen. Mgr.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: March 20, 2012

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

December 12, 2011

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –**"Printing Services & Related Supplies"**
Bid No: 2012-008-01-04-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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

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
"PRINTING SERVICES & RELATED SUPPLIES"
Bid No: 2012-008-01-04-MEG

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__17__ pages.**
4. **Exhibit "B" Bid Page consisting of__11__ 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, consisting of __1__ of page.**
9. **Draft Requirements Agreement, consisting of __8__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

December 12, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2012-008-01-04-MEG **Buyer: Elena Gomez Tel. No: (956) 318-2626 Ext. 4855**

REQUEST FOR BIDS

HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"

BID OPENING DATE:
JANUARY 04, 2012

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

1. Sealed bids will be received for **HIDALGO COUNTY–"PRINTING SERVICES & RELATED SUPPLIES"** 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: **RFB-2012-008-01-04-MEG HIDALGO COUNTY–"PRINTING SERVICES & RELATED SUPPLIES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, JANUARY 04, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2012-008-01-04-MEG HIDALGO COUNTY–"PRINTING SERVICES & RELATED SUPPLIES".**

   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–"PRINTING SERVICES &**

RELATED SUPPLIES" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**JANUARY 04, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

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 there under, 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 (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or

damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in HIDALGO COUNTY, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.:2012-008-01-04-MEG

To: 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

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
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2012-008-01-04-MEG

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Printing Services & Related Supplies" in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Vendor shall furnish all materials and supplies necessary to execute the specifiedservices. These services will be on an "As Needed Basis".

Specifications:
Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

Samples/Demos/Proofs: Upon requesting, samples/demos and/or proofs shall be furnished to Hidalgo County at no additional cost, for approval prior to printing.

- **Samples:** Will be provided to Hidalgo County designee, prior to printing for approval by Department.
- **Proofs:** Must be supplied prior to printing at no additional cost to the Hidalgo County. The proof shall then be dated, signed by Hidalgo County and returned to vendor for printing.

Pick-up and Delivery Requirements: Successful bidder shall pick-up orders at Hidalgo County designated Department(s), if requested by Department and shall deliver all completed work to the address listed herein. Inside delivery locations will be stated on each Hidalgo County Purchase Order. Inside delivery shall be included in the bid price. If the vendor choices to transport by a third party delivery, it must be stated under the method of delivery.

Pricing: All pricing submitted shall be inclusive of all reproduction costs to produce a complete and ready to use product. Any costs associated with the following: additional set-up fees, change fees, typesetting fees or delivery fees must be included in the bid prices. Hidalgo County will not accept or pay additional costs such as mentioned above.

Paper Stock: Paper stock shall be the same or better stock quality as sample provided.

Packaging: Packaging of forms shall be boxed in quantities standard to the industry. All packages shall be marked with form number and Hidalgo County purchase order number on outside.

Sample Review: This printing includes various items and forms. Bidder shall assume sole responsibility for viewing these samples in order to submit a bid consistent with requirements of the County. Failure to do so may result in rejection of bid. Bidders are strongly encouraged to review the samples prior to submitting a bid. **Bidder wishing to view forms before submitting a bid may do so by requesting an appointment via E-mail to: Elena.gomez@co.hidalgo.tx.us**. Or by coming to the Pre-Bid Conference shown on the last page of this bid, when discrepancy occurs between specifications and sample, the sample shall prevail.

It is not necessary for bidders to submit bids for all sections to be considered for an award. However, bidder is expected to submit pricing for all items within each section that the bidder chooses to respond, in order to be considered for award for that particular section.

Over runs: Hidalgo County shall not pay for over-runs. Vendor is cautioned to provide only the quantity of print copies as stated on the Purchase Order. Any over-runs delivered to the County shall be considered as a donation and no additional fees will be allowed and/or paid.

CD –Samples of most of the printing forms will be provided to all bidders in a CD File for your review and consideration. Specifications: Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

General Requirements: The following are the minimum requirements and/or specifications that will be

acceptable by the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

- Materials must be available for pick-up and/or delivery to the various locations in Hidalgo County during normal working hours, Monday through Friday
- All items must be shipped **F.O.B. INSIDE DELIVERY**
- If the vendor choices to transport by a third party delivery, it must be stated under the method of delivery on Exhibit B.
- All purchases will be on an **"As Needed Basis"**, there are no set quantities to be purchased.
- All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
- All costs and expenses associated with the preparation and submission of bids shall be the Responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.
- BID PAGE - Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable, for not applicable please type/write in N/A on the form. INCOMPLETE submittals shall be considered a probable cause for disqualification.
- Vendor should match the sample as much as possible

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

4. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

5. 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.

6. 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.

7. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

8. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

9. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10. 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.

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
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2012-008-01-04-MEG

PRE-BID CONFERENCE

A pre-bid conference will be held on **Monday December 19, 2011 at 9:30 A.M.** In Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements or/and view the sample if necessary. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

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**, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO Elena.gomez@co.hidalgo.tx.us by no later than Monday December 19, 2011 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than Thursday December 22, 2011 @ 5:00 P.M.

	Description	Quantity	Special Instructions
	PURCHASING DEPARTMENT		
1	TERMS AND CONDITIONS PAPER: for PO's 28lbs paper printed in black on one side only	30,000 per order	

	Description	Quantity	Special Instructions
	ADULT PROBATION DEPARTMENT		
1	**Appointment Cards** - 8½" X 11" Page Size, black ink printing w/black ink logo, 6 cards per page, 110 lb. paper, double sided print cut into 6 cards	6,000 per year	
2	**Probationer Acknowledgment Form**- 8½" X 11" Page Size, Single sided print, black ink printing	2,000 per year	
3	**Initial Assessment Form** - Legal Size Paper 8½" x 14", Double sided print, black ink printing,	1,000 per year	
4	**Court Information Form** - 8½" X 11" Page Size, Double sided print, black ink printing	1,200 per year	
5	**Community Service Restitution ID Card** - 8½" X 11" Page Size, 110 lb. paper 4 cards per page, Black ink printing, double sided print, cut into 4 cards	4,000 per year	
6	**Court Notes** - 8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
7	**Community Service Restitution Program Rules** - 8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
8	**Authorization To Release Information** -8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
9	**Employment Search Forms** -8½" X 11" Page Size, single sided print, black ink printing	1,000 per year	
10	**Family History Information** -8½" X 11" Page Size, Double sided print, black ink printing	6,000 per year	
11	**Field Visit Log** - 8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
12	**Gun Control Act** - 8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
13	**Guidelines For Payment To The Acct. Dept.**- 8½" X 11" Page Size, Double sided print, black ink printing	6,000 per year	
14	**Home Visit Cards** - 8½" X 11" Page Size, Double sided print, black ink printing, 110 lb. paper, 6 cards per page, cut into 6 cards	1,000 per year	

EXHIBIT "A"
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2012-008-01-04-MEG

15	**Intake Checklist** - 8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
16	**Leave Request** - 8½" X 11" Page Size, single sided print, black ink printing (not cut)	2,000 per year	
17	**Intake Appt. Referral** -8½" X 11" Page Size, Double sided print, black ink printing	3,000 per year	
18	**Monthly Report (By Mail)** -8½" X 11" Page Size, Double sided print, black ink printing English/Spanish	3,000 per year	
19	**Monthly Report (In Person)** -8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
20	**Office Rules And Regulations** - 8½" X 11" Page Size, Double sided print, black ink printing	3,000 per year	
21	**Probationer Acknowledgment Form** -8½" X 11" Page Size, single sided print, black ink printing		
22	**Personal Data Form** - 8½" X 11" Page Size, Double sided print, black ink printing	2,000 per year	
23	**Probationer Monthly Report Sign-In-Ledger** -8½" X 11" Page Size, single sided print, black ink printing	1,000 per year	
24	**Payment Schedule** -8½" X 11" Page Size, Double sided print, black ink printing	1,500 per year	
25	**Receptionists' Slips** - 8½" X 11" Page Size, Double sided print, black ink printing, 8 slips per page, cut into 8 individual slips	1,000 per year	
26	**Records Control Unit Processing Checklist** - 8½" X 11" Page Size, single sided print, black ink printing (not cut)	3,000 per year	
27	**R.C.U. Intake File Tracking Form** - 8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
28	**Referral Cards** - 8½" X 14" Legal Page Size, single sided print, black ink printing, 110 lb paper, Green in color, 9 cards per page, cut into 9 cards	1,000 per year	
29	**Reassessment Form** - 8½" X 14" Legal Page Size, Double sided print, black ink printing	1,000 per year	
30	**TCIC/NCIC Request** - 8½" X 11" Page Size, single sided print, black ink printing	500 per year	
31	**Sign-In Roster** - 8½" X 14" Legal Page Size, single sided print, black ink printing	500 per year	
32	**Scanning Checklist** - 8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
33	**TEAS DPS Inquiry Log** -8½" X 11" Page Size, single sided print, black ink printing	4,000 per year	
34	**Telephone Message** - 8½" X 11" Page Size, single sided print, black ink printing, 4 messages per page, not cut	4,000 per year	
35	**Travel Permit Slips** - 8½" X 11" Page Size, Double sided print, black ink printing, 4 permits per page, not cut	3,000 per year	
36	**Telephone Log**- 8½" X 11" Page Size, single sided print, black ink printing	1,500 per year	
37	**Website Log** - 8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
38	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with no window	4 boxes of 500	
39	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with window.	4 boxes of 500	
40	**Pre-Numbered Receipts** – 9 ½" x 11" Paper size, continuous feed paper, letters and numbers in red ink print	60,000 per year	Starting № AP 745406

HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2012-008-01-04-MEG

	Description	Quantity	Special Instructions
	COUNTY AUDITORS OFFICE:		
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper, one sided print, flat black ink print, watermark gray seal w/ light, dark gray and black shading 500 per ream	2 reams of 500	
2	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper, one sided print, flat, w/gray watermark seal 500 per ream	2 reams of 500	

	Description	Quantity	Special Instructions
	COUNTY CLERKS OFFICE:		
1	**Recreational Fishing Regulations Cards**-3½" X 2", Double sided print, black, blue, red, green ink, shading – light blue	1,000	
2	**Recreational Hunting Regulations Cards** - 3½" X 2", Double sided print, black, blue, red, green ink, shading – light blue	1,000	
3	**Business Cards** - - 3½" X 2", Blue and red ink Raised Lettering, w/ blue Raised Seal and lettering, Single sided print-500 per box, landscape layout		Logo will change
4	**Business Cards** - - 3½" X 2", Blue and red ink Raised Lettering, w/blue Raised Seal and lettering, Single sided print-500 per box, landscape layout		Logo will change
5	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue and red print, w/ blue flat print seal 500 per box, with window	40 boxes of 500 per box	Logo will change
6	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue and red print, w/ blue flat print seal 500 per box, plain with no window	40 boxes of 500 per box	Logo will change
7	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with window	40 boxes of 500 per box	Logo will change
8	**Letterhead Paper** - 8.5" X 11", #20 Fine quality White Bond Paper, one sided print, flat print blue/red ink, blue seal w/blue flat lettering, 500 per ream, Watermark seal	30 reams of 500 sheets	Logo will change
9	**Certificate Of Withdrawal From Business**-- 8.5" X 11", Black ink printing, blue border, Fine quality bond paper	10,500 ea	Will stay the same
10	**Assumed Name Certificate**- 8.5" X 11" Form, Black border, Black ink printing, Double sided print, fine quality bond paper	10,500 ea	Will stay the same
11	**Newly Wed Letter**-- 8.5" X 11", Fine quality bond paper, Blue/Red/Black ink, double sided, flat print with/watermark seal**** English & Spanish (front and Back)	10,000ea	Logo will change
12	**Scratch Pads** – 7" X 4 ¼" –Note pad,	500 pads of	
13	**Birth/Marriage Envelopes**- Custom Design, Printed gold ink one side , White crushed marble stock, Finished Size : 4" x 9.5" closed after printing , Folded and glued	6,000	
14	**Booklet Envelopes**--9½" x 12" Booklet Envelopes,28# White Stock, **With or without peel** and stick feature ,Printed two (2) color Special Window	6,000 per order	

	Description	Quantity	Special Instructions
	H.I.D.T.A. TASK FORCE:		
1	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, raised black print, w/gold raised ink seal 500 per box, with window	4 boxes of 500	
2	**Letterhead Paper** - -- 8.5" X 11", Fine quality paper, Raised lettering, black ink, gold raised seal 500 per ream	4 reams of 500	
3	**Business Cards** -3½" X 2", Black ink Raised print, w/ gold raised seal, Single sided print-500 per box, landscape layout	1 box of 500 Per each	9 people

4	**Mailing Labels** – 3"X4" flat print, black ink w/gold foil stamp, 500 per roll	Needed every other year	
5	**Vehicle Impoundment Report** - 8.5" X 11" Page size, 3-part NCR, Paper Sequence: White, Canary Yellow and Pink, black ink flat print, one sided print	500	
6	**Receipt For Forms** -8.5" X 11" Page size, 2-part NCR, Paper sequence: White and Canary Yellow, Black ink flat print, one sided print	500	
7	**Investigative File Jacket** – 9"X13" Page size, Light Blue Tag Board, Black ink front & back of front cover back page blank w/ two hole punch on top (centered)		
8	**Investigative File Jacket** – 9"X13" Page size, Canary Yellow Tag Board, Black ink front & back of front cover page only back page blank w/ two hole punch on top (centered)		
9	**Dividers Multi-Color** – 9"x11" - 8 Tab Dividers per set, labeled, Multi Color	400 sets purchase yearly	
10	**Name Plate** – Wood Base, w/Black, brass double mounted, w/2 seals , w/name and title	On as needed basis	

	Description	Quantity	Special Instructions
	HUMAN RESOURCES:		
1	**Business Cards** - - 3½" X 2", Blue ink Raised Lettering, w/ gold foil stamp w/blue Raised lettering, Single sided print-500 per box, landscape layout	500 per box	6 people/ 1 box per ea
2	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue, w/ gold foil stamp seal 500 per box, plain with no window	4 boxes of 500 ea box	
3	**Interview Worksheet** -- 8.5" X 11" Black ink printing, single sided	5,000 ea	
4	**Interview Selection Form**-- 8.5" X 11" Black ink printing, gold seal w/black lettering	5,000 ea	
5	**Letterhead Paper** -- 8.5" X 11", Fine quality bond paper, blue lettering w/ gold foil stamp w/blue lettering, w/watermark print, 500 per ream	20 reams of 500	
6	**Drainage District #1 Application** -- 8.5" X 11" page, White paper, double sided print, 2 sheet application, all black ink printing, minor gray shading	4,000 ea page	2 pages double sided print
7	**County Of Hidalgo Application**-- 8.5" X 11" Page, White Paper, double sided print, 2 sheet application, all black ink printing, minor gray shading	12,000 ea page	2 pages double sided print
8	**Sheriff Department Application** - - 8.5" X 11" Page, White Paper, Single sided print, all black ink printing, 10 pages,	10,000 ea page	
9	**Sick Leave Donation Form**-- 8.5" X 11" Page, black ink printing, Single sided print, 4,000	4,000	
10	**Hidalgo County Employee Manuals** - 8.5" X 11" Page, Single sided black ink print, w/clear plastic cover page front and back in blue paper, white plastic comb binding	3,500	158 page Manual w/Blue Cover Page front & back
11	**Hidalgo County Personnel Policy Manual**-8.5" X 11" Page, w/4 index tab dividers per book, double sided black print for 54 pages, single sided print for 54 pages	1,500	106 page manual w/ Tan Color Cover & Back Page

	Description	Quantity	Special Instructions
	JUVENILE JUSTICE CENTER		
1	LETTERHEAD PAPER - 8.5" X 11", #20 Fine quality White Bond Paper, one side print, flat print blue, foil gold seal w/ blue, flat lettering, 500 per ream	10 reams	Light Blue shading
2	VISITOR'S LABELS- 4 ¼" x 3 ¼" White, Blue Flat Print, w/ Gold Foil Logo w/ blue lettering, 6 self peel labels per page		

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3	**MAILING LABELS-** 4 ¼" X 3 ¼" White, blue Flat Print, w/ Gold Foil		
4	**Business Cards - -** 3½" X 2", Blue ink Raised Lettering, w/Blue and Gold Raised Seal w/ blue lettering, Single sided print-500 per box, landscape layout		
5	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue lettering, w/ foil gold seal w/blue flat lettering seal 500 per box, Plain no window envelope		
6	**Policy And Procedures Manual -** 8.5" X 11", 241 Sheets per book, w/Navy Blue 3 Ring Binder w/Clear Front, with 23 Tabs in each book		
7	**Annual Report** 8.5" X 11" White Bond Paper, w/Blue Flat Print on cover stock. Plastic comb binding, front and back black ink printing,		

	Description	Quantity	Special Instructions
	PLANNING DEPARTMENT:		
1	**Approved Application** – 5 ½" X 8 ½" –Development Permit Posted Cards: Florescent Lemon Color, 10 point thickness, **90lb card stock**, white back, Numbered, Black ink w/Gray Watermark Seal	Pct 1=2650 Pct 2= 300 Pct 3=2650 Pct 4=2650	Starting No. 9295 Starting No. 1356 Starting No. 12981 Starting No. 12453
2	**Receipt Books -** 5 ½" X 8 ½"-3-Part NCR, **20 lb Paper** Sequence White, Canary, Yellow & Pink, 50 pages per book 2 Receipts per page, Die cut (tear out receipt) Each page paper copy white- Customer Copy, Canary Copy – Auditor's Copy and Pink Copy – Office Copy	27 Books of 100/Receipts Per book	Starting № Precinct 1 RECEIPT № 1-187001-1
3	**Receipt Books -** 5 ½" X 8 ½"-3-Part NCR, **20 lb Paper** Sequence White, Canary, Yellow & Pink, 50 pages per book 2 Receipts per page, Die cut (tear out receipt) Ea paper copy white-Customer Copy, Canary Copy – Auditor's Copy and Pink Copy – Office Copy	66 Books of 100/Receipts Per book	Starting № Precinct 2 RECEIPT № 2-70980-2/4
4	**Receipt Books -** 5 ½" X 8 ½"-3-Part NCR, **20 lb Paper** Sequence White, Canary, Yellow & Pink, 50 pages per book 2 Receipts per page, Die cut (tear out receipt) Ea paper copy white-Customer Copy, Canary Copy – Auditor's Copy and Pink Copy – Office Copy	27 Books of 100/Receipts per book	Starting № Precinct 3 RECEIPT № 3-39701-3
5	**Culvert Installation Work Order-** 8.5" X 11", 4 Part NCR, Paper Sequence-White, Canary Yellow, Pink and Green, Pre-numbered, Routing White-Customer Copy, Canary Yellow-Auditor's Copy, Pink- Office Copy, Green-Permanent Copy	12 Books / 25 Work orders per bk	Pre-numbered Starting № 0002151

	Description	Quantity	Special Instructions
	TREASURER'S OFFICE:		
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper, one sided print, flat GREEN ink print, foil gold seal w/ green flat lettering 500 per ream	1 ream of 500	
2	**Business Cards - -** 3½" X 2", GREEN ink Raised Lettering, w/ GREEN and Gold Raised Seal w/ GREEN lettering, Single sided print-250 per box, landscape layout	500 per box	
3	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat GREEN lettering, w/ GREEN and gold seal w/ GREEN flat lettering seal 500 per box, with window	25- boxes 500 per box	
4	**Large Window Envelope** 5 ½ x 8 ¾, 2 ¾" x 5 ½ " window ½" from left 5/8 from top on 20lb paper	5- boxes 500 per box	

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	Description	Quantity	Special Instructions
	TAX OFFICE		
	TAX ASSESSOR COLLECTOR		
1	**Business Cards - -** 3½" X 2", Black ink Raised Lettering, w/ gold raised stamp w/gold Raised lettering, Single sided print- landscape layout-- **glossy**	1000 per order	
2	**Business Cards - -** 3½" X 2", Black ink Raised Lettering, w/ gold raised stamp w/gold Raised lettering, Single sided print- landscape layout-	500 per order	
3	**Letterhead Paper** -- 8.5" X 11", Fine quality bond paper, black lettering w/ gray watermark seal w/picture in various stages of gray shade, 500 per ream	5000	
4	-8.5X11 Bou ppr,bnd, recy, rio bond plain paper WITH WATERMARK	100	
5	**Envelopes W/Logo #10 -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat black and red print, w/ black flat print seal 500 per box, with window, IMPORTANT OPEN AT ONCE	1500	
6	**Envelopes W/Logo #9 -** Size 3 7/8 x 8 7/8" return envelopes, flat black print, w/ black flat print seal 500 per box, plain with no window	5000	
7	**Envelopes W/Logo #10 -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with NO window (TAX Assessor/Collector)	20,000 per order	
8	**Envelopes W/Logo #10 -** Size 4 ⅛" x 9 ½", Standard Window, rev flap, 24# ww, diagonal seam, gym seal printed	60,000 per order	
9	**Envelopes W/Logo #9 -** Size 1 1/8 x 3 ½ , Envelopes, flat black print, w/ black flat print seal with window	20,000 per order	
10	**Deputation Form:-** 8.5 x 11.14 Rio Grande Valley bond white 24 # 2/2 black & blue	250	
11	**Self Inking and Rubber Stamps:** Please see attached (3-5 each at a time)	5	
12	**Envelope---4 1/8"** x 9 ½" standard envelope #10 flat black print w/ black flat print w/blk print seal with window	5000	
	AUTOMOBILE DEPT PLUS ALL SUBSTATIONS		
1	**Business Cards - -** 3½" X 2", Black ink Raised Lettering, w/ gold raised stamp w/gold Raised lettering, Single sided print- landscape layout-	500 per order	
2	**Letterhead Paper** -- 8.5" X 11", Fine quality bond paper, black lettering w/ gray watermark seal w/picture in various stages of gray shade, 500 per ream	5,000	
3	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, without windows (automobile License Dept)	7500	
4	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with no window(Automobile License Dept)	50 bxs of 500	
5	**Envelopes W/Logo -** 10 ½"x7 ½" Double-prong metal clasp w/reinforced eyelets for a secure closure Brown Clasp Envelopes/ 100 per box w/ black ink printing and black ink seal	10 bxs of 100	
6	**Envelopes W/Logo -** 12 ½" x6 ½" brown envelopes 500 per box w/ black ink printing and black ink seal w/gummed seal	10 bxs of 500	
7	**Deputation Cards-** 3.875 x 2.375 index color # 110 black	250	
8	**County Liquor Permit Rect:-** size 4 x 7.5 NCR 3 part white, canary, pink #17 black	150	50 per pack
9	**Refund Slips** size 7 x 3.25 off set , white 50# black padding with chipboard	3000 per order	

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	Description	Quantity	Special Instructions
	COMMISSIONER PRECINCT 3		
1	**Business Cards** -- 3½" X 2", Ink -**Black Raised Lettering, w/Gold Foil Seal** , Single sided print, portrait business card layout, 500 per each	1box of 500	9 people 1 box per ea/Portrait Card Layout
2	**Letterhead Paper** - 8.5" X 11", #20 **Fine quality Bond** White Linen Paper one sided print, raised blue ink print , gold foil stamp seal w/blue lettering, 500 sheets per ream	2 boxes/ of 500	
3	**Letterhead Paper** – 8.5" X 11", Linen Paper	2 boxes/ of 500	
4	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", **Standard Envelopes**, flat Print, black ink and black ink seal 500 per box	2 boxes / Of 500	
5	**Landfill Form**- Legal Size Paper 8½" x 14" - **One sided** print, Black ink, 100 sheets per tablet, Portrait Top glue bind	50 Tablets of /100 sheets per	Glue Bind Top Tablet
6	**Parking Permit**- 3½" x 5 ½" Single sided print, **White paper** w/red lettering, glue bind top, 50 sheets per booklet	12 / 50 sheets per	Glue Bind Top Booklet

	Description	Quantity	Special Instructions
	139TH DISTRICT COURT:		
1	**Business Cards** - 3½" X 2", Black ink **Raised Lettering, w/Gold Raised Seal** , Single sided print, landscape layout	4 bxs. Of 500	
2	**Letterhead Paper** - 8.5" X 11", #20 **Fine quality** Bond Paper one sided print, flat black ink print , gold ink foil stamp **seal, 500 sheets** per ream	4 reams of 500	
3	**Order Of Release/Order Of Commitment** – 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts **white paper**, 1 page **only** front and back print, 2nd and 3rd page front **only (same as page 1)**	2,000/3 part	Top Glue Bind
4	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", **Standard Envelopes**, raised Print, black ink and Gold for seal 500 per box	2 boxes of 500	

	Description	Quantity	Special Instructions
	206TH DISTRICT COURT:		
1	**Letterhead Paper** - 8.5" X 11", #20 **Fine quality** Bond **Paper**, one sided print, raised black ink print , seal raised **gold ink, 500** sheets per ream	2 reams of 500	
2	**Letterhead Paper** - 8.5" X 11" 25 **% Cotton Paper**		
3	**Order Of Release/Order Of Commitment** – 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all **three parts white paper**, 1 page **only** front and back print, 2nd and 3rd page front **only (same as page 1)**	2,000/3 part	Top Glue Bind
4	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", **Standard Envelopes**, raised Print, black ink and Gold for seal 500 per box	2 boxes of 500	
5	**Juror's Handbook Pamphlets** -17 ½" X 9", **Flat Print Black Ink** – Double Sided, 4 fold pamphlet, Light Blue Paper	1,000	
6	**Business Cards** - 3½" X 2", Black ink **Raised Lettering, w/Gold Raised Seal** , Single sided print, landscape layout	1,000	
7	**Juror Tags** - 3½" x 2", Black flat **Print, Red Paper Stock,** Laminated w/thumb grip clip	14	

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	Description	Quantity	Special Instructions
	332TH DISTRICT COURT		
1	**Business Cards** - 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	500 per order	
2	**Instructions to Jurors in Civil Cases** 5 ½ x 7" folded in half printed in black front and back in and out of	2000 per order	
3	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes flat black Print, and flat black ink for seal	2500 per order	
4	**Letterhead Paper** - 8.5" X 11" 25 % Cotton Paper- flat Print, black/gray ink	1000 per order	
5	**Order Of Release/Order Of Commitment** – 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page only front and back print, 2nd and 3rd page front only 2nd page Yellow page and 3rd page in pink 2 hole punch on top	2500 per order	
6	**Order Of Referral For Mediation:** 8.5" X 11" 25 % Cotton Paper- Printed in front page in Black only	2000 per order	

	Description	Quantity	Special Instructions
	370TH DISTRICT COURT:		
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat black ink print , gold ink foil stamp seal, 500 sheets per ream	1000 per order	
2	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, raised Print, black ink and Gold for seal 500 per box	1000 per order	

	Description	Quantity	Special Instructions
	389TH DISTRICT COURT		
1	**Letterhead** 8.5" x 11" Cotton Paper		
2	**Business Cards** - 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout		
3	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, Ink – Black and Red raised Print, black ink with Gold seal		
4	**Order Of Release/Order Of Commitment** – 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page only front and back print, 2nd and 3rd page front only (same as page 1)		
5	**Certificate of Appreciation** – Gold in Blk letters		
6	**Juror's Handbook Pamphlets** -17 ½" X 9", Flat Print Black Ink – Double Sided, 5 fold pamphlet, Light Yellow Paper		

	Description	Quantity	Special Instructions
	398th DISTRICT COURT		
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper, one sided print, raised black and red ink print , seal raised gold	6 reams of 500	
2	**Letterhead Paper** - 8.5" X 11", 25% Cotton Paper		
3	**Business Cards** - 3½" X 2", **Ink -Black** and Red Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	500 per box	5 people 1 bx per ea
4	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, Ink – Black and Red raised Print, black ink with Gold seal	6 boxes of 500	
5	**Order Of Release/Order Of Commitment** – 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page only front and back print, 2nd and 3rd page front only (same as page one)	3,000 3-Part	Top Glue Bind

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	Description	Quantity	Special Instructions
	430TH DISTRICT COURT		
1	**Letterhead** 8.5" x 11" Cotton Paper #20 Fine quality Bond Paper, one sided print, raised BLUE ink print , seal raised gold ink, 500 sheets per ream	1000	
2	**Business Cards** - 3½" X 2", BLUE ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	500	
3	**Business Cards** - 3½" X 2", BLUE ink Raised Lettering in the front w/Gold Raised Seal , DOUBLE sided flat print in the back , landscape layout	500	
4	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, Ink – Black and Red raised Print, black ink with Gold seal	1000	
5	**Juror's Handbook Pamphlets** -17 ½" X 9", Flat Print Black Ink – Double Sided, 5 fold pamphlet, Light BLUE Paper	500	

	Description	Quantity	Special Instructions
	CONSTABLE PRECINCT No 1		
1	**Business Cards** – 3 ½" x 2", Blue Ink, w/Watermark Seal (twelve individuals) Single sided flat print, Landscape layout	500 per box	12 people/ 1 box per each
2	**Field Contact Card** – Index Card 5" x3",Black Ink, Double sided flat print, white stock card	2,000	
3	**Building Check Card** – 4 ½" x 5 ½" – Black Ink, Single sided flat Print w/2 Logos (black ink) white stock card	500 ea	
4	**Warning Card** – 4 ½" x 5½" – Black Ink, Single Sided flat Print w/2 Logos (black ink) Neon Orange Stock Card: **ADHESIVE BACK**	2,000	
5	**Notice/Aviso – Door Hanger Card** 8 ½" x 3 ¾" Black Ink, Double Sided flat print (English one side/Spanish other side) Neon Yellow Card Stock w/die cut	5,000	
6	**Vehicle Impoundment** –Inventory Record – 7 ½" x 5", 4 Part NCR, Paper Color Sequence- White, Canary Yellow, Pink and Golden Rod, Black Ink, Single Sided flat print, 25 sheets per book	100 bks of 25 sheets per bk	
7	**Hidalgo County Constable Pct. 1 Warning Book** – 6" x 4 ¼" -2 part white and canary yellow paper sequence, black ink single sided flat print, 50 sheets per book	200 bks of 50 pgs per bklt.	Top Glue Bind
8	**Ticket Book** – 5 ¼" x 7 ¾" – 4 Part NCR, Paper Color Sequence-White, canary yellow, pink and golden rod, double sided print, black ink flat print, number sequence in red ink, 50 sheets per book	200 books of 50 pages per bk	Starting # varies Top Bind
9	**Official Receipt For Constables Fees** – 3 part NCR – Paper Color Sequence – White, Canary Yellow, Pink, Black ink, single sided flat print Number Sequence black ink, three (3) Receipts per page, 100 sheets per book, Die cut (tear out rcpt)	10 books of 100 sheets per bk.	Starting Number varies Side Glue bind

	Description	Quantity	Special Instructions
	CONSTABLE PRECINCT No 2		
1	**Letterhead Paper** – 8.5" X 11", #20 Bond Paper 92 Brightness one sided print, flat Print, black/gray ink, watermark seal, 5,000 sheets per box	2 boxes of 5,000	
2	**Business Cards** – 3 ½" x 2", Black Card w/ Gold Lettering w /Seal, Single sided print, landscape layout	3 bxs of 1,000	
3	**Business Cards** - 3½" X 2", Black ink Raised Lettering, w/Seal, Single sided print, landscape layout	4 bxs of 1000	
4	**Envelopes W/Constable Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, Flat Print, Black Ink,	4 boxes of 500	

5	**Official Receipt For Constables Fees** – 3 part NCR – Paper Color Sequence – White, Canary Yellow, Pink, Black ink, **single sided flat** print Number Sequence black ink three (3) Receipts per page, 100 sheets per book, Die cut (tear out receipt)	20 books of 100 sheets per bk	Side Glue Bind
6	**Ticket Book** – 5 ¼" x 7 ¾" – 4 **Part NCR, Paper Color** Sequence- White, canary yellow, pink and golden rod, double sided **print**, black ink **flat print**, number sequence in red ink,	50 books of 20 sheets per bk	Top Bind
7	**Warning Flyers** - Size: 8 ½" x 11", Peel Stick, Neon Yellow, Black ink one sided flat print	4 boxes of 5,000	
8	**Advertencia Flyer**- Size 8 ½" x 11", **Peel Stick**, Limeade Green, Black ink one sided flat print	4 boxes of 5,000	

	Description	Quantity	Special Instructions
	CONSTABLE PRECINCT No. 3:		
1	**Letterhead Paper** – 8.5" X 11", **#20 Bond Paper** 92 Brightness one sided print, flat Print, 2 Color Ink (Blue/Gold),w/seal (gold/blue), **500 sheets per ream**	4 reams per order	
2	**Notice/Aviso – Door Hanger Card** 8 ½" x 3 ¾" Black Ink, Double Sided flat print (English one side -Spanish other side) **Neon Orange** Card Stock w/die cut	2,000 per order	Double sided print English & Spanish
3	**Envelopes W/Constable Logo - Size 4 ⅛" x 9 ½"**, Standard Envelopes, Flat Print, 2 color ink Blue and Gold, 2 color seal (**Blue and Gold 500 per box**	4 bxs /500 per order	
4	**Vehicle Impoundment** –Inventory Record – 7 ½" x 5", 4 Part NCR, Paper Color Sequence- White, Canary Yellow, Pink and Golden Rod, **Black Ink, Single Sided** flat print, 25 sheets per book	80/25 per bk per order	
5	**Business Cards** - 3½" X 2", **Blue and Gold** ink Raised Lettering, w/Seal two colors blue/gold, Single sided print, 500 per box, **8 individuals**, landscape layout	250 per box per order	8 people/ 1 box per each
6	**Business Cards** - 3½" X 2", **Blue and Gold ink** Raised Lettering, w/Seal two colors blue/gold, Single sided print, landscape layout	2 boxes of 1000 per order	
7	**Warning Flyers** – Size 8 ½" x 11", Peel Stick, Neon Orange, Black Ink one sided flat print	750 sheets per order	
8	**Advertencia Flyers** – Size 8 ½" x 11", Peel Stick, Neon Limeade Green, Black Ink one sided flat print,	750 sheets per order	
9	**Warning Notice To Vacate** – Size 8½" x 11, Peel Stick, Neon Yellow, Black Ink one sided flat print,	750 sheets per order	
10	**Ticket Book** – 5 ¼" x 7 ¾" – 4 **Part NCR, Paper Color** Sequence- White, canary yellow, pink and golden rod, double sided **print, black** and red ink **flat print**, number sequence in red ink, 25 sheets per book,	40-booklets/ 25 sheets per bk per order	Starting **№ 6000 Top Glue Bind**
11	**Official Receipt For Constables Fees** – 3 **part NCR** – Paper Color Sequence White, Canary Yellow, Pink, Black ink, **single sided flat print Number** Sequence black ink, three (3) Receipts per page, 100 sheets per book, **Die cut (tear out receipt)**		**Starting Number 11162 Side Glue Bind**

	Description	Quantity	Special Instructions
	PUBLIC DEFENDER'S OFFICE		
1	**Business Cards** - - 3½" X 2", **Black ink Raised Lettering**, w/ Raised Gold Seal and lettering, Single sided print-500 **per box, landscape layout**	19 boxes of 500	
2	**Letterhead Paper** - 8.5" X 11", **#20 Fine** quality White Bond Paper, one sided print, flat print blk, foil gold County seal	Ream of 500	
3	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", **Standard** Envelopes, flat print blk, foil gold County seal with window envelope	box of 500	
4	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", **White Wove** , Standard Envelopes, flat print blk, Gold foil County seal without **window**	box of 500	

	Description	Quantity	Special Instructions
	JUSTICE OF THE PEACE PRECINCT I PLACE 1:		
1	**Application For Birth Or Death Record-** 8½" X 11" Page size, Double sided print, black ink printing One side English other side Spanish		
2	**Magistrate's Warning -** 8½" X 11" Page Size, single sided print, black ink printing	1,000 ea pg	
3	**Community Hours Form-** 8½" X 11" Page Size single sided print, black ink printing	1,000 ea pg	
4	**Plaintiff's Original Petition Form -** 8½" X 11" Page Size, Single sided print, black ink printing 2 pages	1,000 ea pg	
5	**Instructions For Filing Suit Form - -** 8½" X 11" Page Size, Single sided print, black ink printing, 2 pages	1,000 ea pg	
6	**Driving Safety Course Request- -** 8½" X 11" Page Size, Single sided print, black ink printing, 1 page form 2nd page – Half page – print 2 times – Die cut on center of page	1,000 ea pg	
7	**Application For Emergency Commitment -**8½" X 11" Page Size, Single sided print, black ink printing, 4 page form	1,000 ea pg	
8	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat black ink print , 500 sheets per ream	1 ream of 500	
9	**Business Cards -** 3½" X 2", Blue and red ink, flat print, w/red watermark Seal and lettering, Single sided print-500 per box, landscape layout	2 boxes of 500	
10	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box, no window,	2 boxes of 500	
11	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box, with window	3 boxes of 500	
12	**Printed Envelope-** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink. 500 per box	3 Boxes of 500	
13	**Certificate Of Vital Record Paper** – Size 8.5"x11" Page Size, single sided print (PLEASE REFER TO SAMPLE) (NUMBERED)	1,000	
14	**Certificate Of Vital Record Paper** – Size - 8½" X 14" Legal Page, single sided print (PLEASE REFER TO SAMPLE) (NUMBERED)	1,000	

	Description	Quantity	Special Instructions
	DISTRICT ATTORNEY		
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat black ink print gold in foil w/Gold Raised Seal and lettering, stamp seal, 500 sheets per ream	5 boxes of 500	
2	**Manila Folder-** Special die cut end with printing	10,000	
3	**Business Cards -** 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal and lettering, Single sided print-500 per box, landscape layout	500 per box	
4	**Worthless Check Affidavit** – 2 part NCR, Paper color sequence white and pink, one sided flat print, black ink only	9000	
5	**Authorization For Medico legal Examination -** 8.5" X 11" Paper size, 3 Part NCR, Paper color sequence-White, Canary Yellow and Pink, Black ink printing, Single sided print	1,000	
6	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box, with window, (Checks Department)	10 boxes of 500	
7	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and gold foil seal 500 per box, with window, (Misdemeanor Department)	20 boxes of 500	
8	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink w/ gold foil seal 500 per box, no window	8 boxes of 500	
9	**Victim Impact Statement -** 8.5" X 11" Letter size paper, black ink print w/Gold Raised Seal and lettering seal. double sided print	5,000 per year	

10	**Checks Receipt** - 8.5" X 11" Letter size Paper, watermark gray seal and lettering, 2 receipts per page, Preferrded Cut	5,000	
11	**Check Writer Flyers** -8.5" X 11" Letter size paper, Canary Yellow Paper w/ white and red lettering on black background, Heavy weight paper, coated 80-110 lb. paper	500	
12	**Misdemeanor Complaints** - 8.5" X 11" Letter size paper,3-part NCR, Black ink printing, continuous feed	10,000	
13	**Criminal Manila Folders**- Legal Size, Folder Stock, End tab, ½ Cut Folders w/ black ink print, 1,000 per box… Felony	10 boxes of 1,000	

COUNTY COURT LAW #4 (Judge Fred Garza)			
	Description	**Quantity**	**Special Instructions**
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat BLUE ink print gold in foil stamp seal,	5000	
2	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, BLUE ink w/ gold foil seal 500 per box, no window	1000	
3	**Business Cards** – 3 ½" x 2", BLUE Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout, 500 per box	1000	
4	**Certificate of Appreciation** – Gold in BLUE letters	5000	

COUNTY COURT # 6 (Judge Albert Garcia)			
	Description	**Quantity**	**Special Instructions**
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper one sided print, raised BLUE ink print gold in foil stamp seal,	5000	
2	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, raised Print, BLUE ink w/ gold foil seal 500 per box, no window	1000	
3	**Business Cards** – 3 ½" x 2", BLUE Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout, 500 per box	1000	

COUNTY COURT # 7 (Judge Rolando Cantu)			
	Description	**Quantity**	**Special Instructions**
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper one sided print, Blk/Gold ink Raised Lettering, print gold in foil stamp seal,	5000	
2	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, Blk/Gold ink Raised Lettering,/ gold foil seal 500 per box, no window 25% cotton	1000	
3	**Business Cards** – 3 ½" x 2", Blk/Gold ink Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout, 500 per box	1000	

	Description	**Quantity**	**Special Instructions**
	DISTRICT CLERKS		
1	**Business Cards** – 3 ½" x 2", Brown and Orange Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout,	30 boxes 500 per box	1-9 persons/ 1 box
2	**Business Cards** – 3 ½" x 2", Brown and Orange Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout,	500 per box	1-9 people/1 box per each
3	**Envelopes W/Seal**- - Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, Black and Red ink and black ink seal, Light Blue Envelopes, With Window	120 boxes of 500	
4	**Envelopes W/Seal** Size 4" x 8 ⅝", Standard Envelopes, flat Print, black ink and watermark seal, Canary Yellow Envelopes. No Windows	120 boxes of 500	

EXHIBIT "A"
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2012-008-01-04-MEG

	Description	Quantity	Special Instructions
	JAIL DEPARTMENT		
1	**Inmate Request Forms-** 8½" X 11" Page Size, Single sided print, black ink print, 3-Part NCR, All copies white paper, top binding	30,000 ea	
2	**Bail Bond Fee Refund Forms-** 8½" X 11" Page Size, Single sided print, black ink print, 3-Part NCR, Paper Color Sequence: White, Canary Yellow, Pink, 2-Hole Top Center Punch, With Number sequence in the upper right hand corner, top binding	300	

	Description	Quantity	Special Instructions
	LAW ENFORCEMENT		
1	**Administrative Action Form** – Size 8 ½" x 5", Single sided print, black ink print, 2-Part NCR, Paper color sequence: White, Canary Yellow, top glue	10,000	
2	**Evidence Cards** – 5" X 4¼" Card Stock, White Paper, Single sided print, Black ink	6,000	
3	**Evidence/Inventory Control Report** – Legal Size Paper, 8½" X 14" Page Size, Single sided print, black ink print, 3-Part NCR, Paper Color Sequence: White, Canary Yellow, Pink,	1,000	
4	**Civil And Warrants Writ Of Possession Notice** – Letter Size, 8½" X 11" Card Stock Single sided print, red ink print,	1,000	
5	**Name Placement Card 10" x 8"- Beige card stock (FFCC66) Ink color dark brown (possibly 663300 or 330000), Score across center of card**	500	
6	**Jr. Sheriff Badge Stickers-3"** Roll, black background with Gold Foil Seal	5,000 stickers	
7	**Child ID Card** – 8 ½" X 5½" Manila stock paper, 2 color dark blue (possibly 000033 or 000066) with seal gold/blue color w/double sided tape ½'x 2" back to Back printing, score across center of paper	5,000	
8	**Operation Child Safeguard Flyers** – 8½" X 11" Page Size, Eggshell Color Coated Paper, w/pictures, Red and black ink flat print, gold ink Logo	5,000	
9	**Recruitment Flyers** – 8½" X 11" Page Size, Eggshell color coated Paper, w/pictures, Red and black ink flat print, gold ink Logo w/ blue lettering, back to back printing, tri-fold (score)	5,000	
10	**Latent Fingerprint Index Card-**Size 3"x5", White, Black ink print, front side print	5,000	
11	**Latent Print Envelope** – 6½" X 3 ½", White Envelope, Black Ink, One front side print	2,000	
12	**Official Photograph** – 3" X 2½", White Index Card Stock, Black ink, front side print	2,000	
13	**Envelope** – 5 ½" X 3¼", Manila Envelope, Black ink, front side print	3,000	
14	**Business Cards** –3 ½" x 2" 1 sided gold sheriff's emblem on the left hand side with black raised letters with room enough for each individual's name centered fax #, phone # and email address (cream linen)	1 box of 250	
15	**Business Cards** – 3 ½" x 2" 2 sided front and back-Front side gold sheriff's emblem on the left hand side with black raised letters with room enough for each individual's name centered fax #, phone # and email address Back side all black letters (cream linen)	1 box of 250	
16	Citation Books Size 8 1/2" x 5", top binding (Perforated) Black ink print and red ink, 4 carbonless paper with each one having it's only individual printing in the back, (1st white paper with black and red ink, 2nd yellow paper with black and red ink, 3rd pink paper with black and red ink, and 4th paper blue paper with black and red ink. With Sheriff's logo (Blk) in the middle of each carbonless paper.	250	
17	**Time Earned/Absence Request Form-** 8½" X 11" Page Size, Single sided print, black ink print, 3-Part NCR, All copies white paper, top binding (Perforated) Paper Color Sequence: Green, Canary Yellow, Pink	5,000	
18	**Field Interview Cards 8½" X 5 1/2"** Page Size, double sided print, black ink print, Hidalgo County Sheriff's emblem on the upper left hand corner. (front) (back) SYNOPSIS: 13 LINES	5,000	
19	**Impound Books**– 8" x sheet top binding (Perforated) with a manila cover 8", Black Ink, 4 part carbonless sheets 1st is white, 2nd is yellow, 3rd pink, and 4th orange with no printing in the back	100	
20	**Maintenance Books**– 9" X 5 ½ ", 1st White carbonless paper, 2nd yellow paper, Black ink, front print top binding (Perforated)	250	

21	**Offense/Incident Reports-front and back** 8½" X 11" Page Size, White Paper, double sided print, Black ink	30,000	
22	**Offense Reports-Narrative** 8½" X 11" Page Size, White Paper, Single sided print, black ink print	40,000	
23	**Offense Reports-Property Reporting** 8½" X 11" Page Size, White Paper, double sided print, Black ink	10,000	
24	**Victim's Bill of Rights Pamphlet** 8 1/2 " x 5 3/4"- white card Ink color black to be folded (3) tri-fold (score)	5,000	
25	**Inmate Trust Receipt Book**---7.25 X 11 (4 up manifold Book/Numbered) 3 part carbonless (white, yellow, pink) NOTE 3rd. page without manifold Black 1-side, All parts the same 4 up receipt book, Repeat order sequential number.	200	
26	**DIC-24 Statutory Warning**--8.5 x 11, 15#cb white, 14.5#cf yellow carbonless paper, black ink 1 side, shrink wrap in 250's	100	
27	**DIC-25 Notice of Suspension** Temp. Driving Permit--8.5 x 11, 15#cb white, 14.5#cf yellow, carbonless paper, black ink 2 sides, shrink wrap in 250's	100	
28	**Motor Pool Service Request**--- 8 ½ x3 ¾ Blk lettering	1000	
29	**Motor Pool Service Request sticker**--- 4" x 2" Blk Lettering roll	1000	
30	**The State of Texas Statement of Elected/ Appointed Officer** ---8.5x11, 20# bond, reflex blue & black ink 1 side, pad in 100's shrink wrap in 500's	300	
31	**Deputation** : 8.5 x 14.24# bond, reflex blue and black ink on 2 sides, shrink wrap in 500's	300	
32	**Operation Child Safeguard** 17x22" Poster: Full Glossy Color	500	

	Description	Quantity	Special Instructions
	HEALTH AND HUMAN SERVICES		
1	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue, w/ blue flat print seal 500 per box, plain with no window	80 boxes of 500 per box	
2	**Letterhead Paper** – 8.5" X 11", Fine quality bond paper, blue raised lettering w/ gold raised seal, 500 per ream	20 reams of 500	
3	**Receipt Books** - 8.5" X 11" Page Size, 3 receipts per page, 3 part NCR, Paper sequence White, Canary Yellow and Pink, all black ink print, 150 receipts per book, Numbered, 4 part tear out receipt (die cut)	130 books per year of 150 receipts per book	9 Different Number Sequence
4	**Application For On-Site Sewage Facilities**- 8½" X 11" Page Size, Two Part NCR, Black Ink Printing, Paper Color Sequence: White, Canary Yellow	2,000 per order	
5	**Technical Information For On-Site**-8½" X 11" Page Size, Two Part NCR, black ink printing, Paper color sequence: White, Canary Yellow,	2,000 per order	
6	**Authorization To Construction**-8½" X 11" Page Size, Two Part NCR, Black ink printing, Paper color sequence: White, Canary Yellow	2,000 per order	
7	**Soil Evaluation Report Information** 8½" X 11" Page Size, Blue color ink printing, Double sided print	2,000 per order	
8	**Food Service Inspection Report**8½" X 11" Page Size, Black ink printing, 3 Part NCR, Paper color sequence: White, Canary Yellow and Pink , Double Sided Print, w/multiple gray shading	2,000 per order	Shading/doubl e sided print
9	**On Site Sewage Inspection Report** - 8½" X 11" Page Size, Three Part NCR, Black ink printing, Paper color sequence: White, Canary Yellow and Pink	2,000 per order	
10	**Services Offered Pamphlet –English** - 8½" X 11" Page Size, Coated paper , offset printing, various color images, with black ink printing, tri-fold pamphlet, Light blue paper, double sided print	5,000 per order	
11	**Services Offered Pamphlet –Spanish** - 8½" X 11" Page Size, Coated paper , offset printing, various color images, with black ink printing, tri-fold pamphlet, Light blue paper, double sided print	5,000 per order	
12	**Keep Your Germs To Yourself-English**-8½" X 11" Page Size, Single sided print, green and black ink printing	1,000 per order	
13	**Contenga Sus Gérmenes-Spanish**-8½" X 11" Page Size, Single sided print, green and black ink printing	1,000 per order	
14	**Stop The Flu**-8½" X 11" Page Size, Single Sided Print, Black Ink Printing With/Yellow Highlight	1,000 per order	
15	**ALTO A LA GRIPE** -8½" X 11" Page Size, Single Sided Print, Black Ink Printing With Yellow Highlight	1,000 per order	

HIDALGO COUNTY
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

METHOD OF DELIVERY:

F.O.B. INSIDE DELIVERY _____

THIRD PARTY DELIVERY _____

Description	Estimated Quantity	Unit Price	Total Price
PURCHASING DEPARTMENT			
Terms and Conditions Printed	30,000 per order		

Description	Estimated Quantity	Unit Price	Total Price
ADULT PROBATION DEPARTMENT			
Appointment Cards	6,000 per year		
Probationer Acknowledgment Form	2,000 per year		
Initial Assessment Form	1,000 per year		
Court Information Form	1,200 per year		
Community Service Restitution ID Card	4,000 per year		
Court Notes	2,000 per year		
Community Service Restitution Program Rules	2,000 per year		
Authorization To Release Information	2,000 per year		
Employment Search Forms	1,000 per year		
Family History Information	6,000 per year		
Field Visit Log	2,000 per year		
Gun Control Act	3,000 per year		
Guidelines For Payment To The Acct. Dept.	6,000 per year		
Home Visit Cards	1,000 per year		
Intake Checklist	3,000 per year		
Leave Request	2,000 per year		
Intake Appt. Referral	3,000 per year		
Monthly Report (By Mail)	3,000 per year		
Monthly Report (In Person)	3,000 per year		
Office Rules And Regulations	3,000 per year		
Probationer Acknowledgment Form			
Personal Data Form	2,000 per year		
Probationer Monthly Report Sign-In-Ledger	1,000 per year		
Payment Schedule	1,500 per year		
Receptionists' Slips	1,000 per year		
Records Control Unit Processing Checklist	3,000 per year		
R.C.U. Intake File Tracking Form	3,000 per year		
Referral Cards	1,000 per year		
Reassessment Form -	1,000 per year		
TCIC/NCIC Request	500 per year		
Sign-In Roster	500 per year		
Scanning Checklist	3,000 per year		
TEAS DPS Inquiry Log	4,000 per year		

Telephone Message	4,000 per year		
Travel Permit Slips	3,000 per year		
Telephone Log-	1,500 per year		
Website Log	2,000 per year		
Envelopes W/Logo	4 boxes of 500		
Envelopes W/Logo	4 boxes of 500		
Pre-Numbered Receipts	60,000 per year		

Description	Estimated Quantity	Unit Price	Total Price
COUNTY AUDITORS OFFICE:			
Letterhead Paper	500		
	1000		
Letterhead Paper	500		
	1000		

Description	Estimated Quantity	Unit Price	Total Price
COUNTY CLERKS OFFICE:			
Recreational Fishing Regulations Cards	1,000		
Recreational Hunting Regulations Cards	1,000		
Business Cards			
Business Cards			
Envelopes W/Logo with window	40 boxes of 500 per box		
Envelopes W/Logo with no window	40 boxes of 500 per box		
Envelopes W/Logo, with window	40 boxes of 500 per box		
Letterhead Paper	30 reams of 500 sheets		
Certificate Of Withdrawal From Business	10,500 ea		
Assumed Name Certificate	10,500 ea		
Newly Wed Letter	10,000ea		
Scratch Pads	500 pads of		
Birth/Marriage Envelopes	6,000		
Booklet Envelopes	6,000 per order		

Description	Estimated Quantity	Unit Price	Total Price
H.I.D.T.A. TASK FORCE:			
Envelopes W/Logo	4 boxes of 500		
Letterhead Paper	4 reams of 500		
Business Cards	1 box of 500 Per each		
Mailing Labels	Needed every other year		
Vehicle Impoundment Report	500		
Receipt For Forms	500		
Investigative File Jacket (Light Blue)	500		

Investigative File Jacket (Canary Yellow)	500		
Dividers Multi-Color	400 sets purchase yearly		
Name Plate	On as needed basis		

Description	Estimated Quantity	Unit Price	Total Price
HUMAN RESOURCES:			
Business Cards	500 per box		
Envelopes W/Logo	4 boxes of 500 ea box		
Interview Worksheet	5,000 ea		
Interview Selection Form	5,000 ea		
Letterhead Paper	20 reams of 500		
Drainage District #1 Application	4,000 ea page		
County Of Hidalgo Application	12,000 ea page		
Sheriff Department Application	10,000 ea page		
Sick Leave Donation Form	4,000		
Hidalgo County Employee Manuals	3,500		
Hidalgo County Personnel Policy Manual	1,500		

Description	Estimated Quantity	Unit Price	Total Price
JUVENILE JUSTICE CENTER			
Letterhead Paper	500		
	1000		
Visitor's Labels			
Mailing Labels			
Business Cards	500		
	1000		
Envelopes W/Logo	4 boxes of 500 ea box		
Policy And Procedures Manual	1000		
Annual Report	1000		

Description	Estimated Quantity	Unit Price	Total Price
PLANNING DEPARTMENT			
Approved Application	Pct 1=2650		
	Pct 2= 300		
	Pct 3=2650		
	Pct 4=2650		
Receipt Book	27 Books of 100/Receipts Per book		
Receipt Books -	66 Books of 100/Receipts Per book		
Receipt Books	27 Books of 100/Receipts		

	per book		
Culvert Installation Work Order---/25 Work orders per bk	12 Books		

Description	Estimated Quantity	Unit Price	Total Price
TREASURER'S OFFICE			
Letterhead Paper	1 ream of 500		
Business Cards	500 per box		
Envelopes W/Logo	25- boxes 500 per box		
Large Window Envelope	5- boxes 500 per box		

Description	Estimated Quantity	Unit Price	Total Price
TAX OFFICE			
Business Cards	1000 per order		
Business Cards	500 per order		
Letterhead Paper	5000		
Paper plain with WATERMARK 8.5X11 Bou ppr,bnd, recy, rio bond	100		
Envelopes W/Logo #10	1500		
Envelopes W/Logo #9	5000		
Envelopes W/Logo #10	20,000 per order		
Envelopes W/Logo #10	60,000 per order		
Envelopes W/Logo #9	20,000 per order		
Deputation Form	250		
Self Inking and Rubber Stamps	5		
Envelope---4 1/8" x 9 ½"	5000		
AUTOMOBILE DEPT PLUS ALL SUBSTATIONS			
Business Cards	500 per order		
Letterhead Paper	5,000		
Envelopes W/Logo	7500		
Envelopes W/Logo	50 bxs of 500		
Envelopes W/Logo	10 bxs of 100		
Envelopes W/Logo	10 bxs of 500		
Deputation Cards- 3.875 x 2.375 index color # 110 black	250		
County Liquor Permit Rect:	150		
Refund Slips	3000 per order		

Description	Estimated Quantity	Unit Price	Total Price
COMMISSIONER PRECINCT 3			
Business Cards	1box of 500		
Letterhead Paper - 8.5" X 11", #20 Fine quality	2 boxes/ of 500		
Letterhead Paper – 8.5" X 11", Linen Paper	2 boxes/ of 500		
Envelopes W/Logo	2 boxes /of 500		

Landfill Form- Legal Size Paper	50 Tablets of /100 sheets per		
Parking Permit	12 / 50 sheets per		

Description	Estimated Quantity	Unit Price	Total Price
139TH DISTRICT COURT:			
Business Cards	4 bxs. Of 500		
Letterhead Paper	4 reams of 500		
Order Of Release/Order Of Commitment	2,000/3 part		
Envelopes W/Logo	2 boxes of 500		

Description	Estimated Quantity	Unit Price	Total Price
206TH DISTRICT COURT:			
Letterhead Paper #20 Fine quality Bond Paper	2 reams of 500		
Letterhead Paper - 8.5" X 11" 25 % Cotton Paper			
Order Of Release/Order Of Commitment	2,000/3 part		
Envelopes W/Logo	2 boxes of 500		
Juror's Handbook Pamphlets	1,000		
Business Cards	1,000		
Juror Tags	14		

Description	Estimated Quantity	Unit Price	Total Price
332TH DISTRICT COURT			
Business Cards	500 per order		
Instructions to Jurors in Civil Cases	2000 per order		
Envelopes W/Logo	2500 per order		
Letterhead Paper	1000 per order		
Order Of Release/Order Of Commitment	2500 per order		
Order Of Referral For Mediation:	2000 per order		

Description	Estimated Quantity	Unit Price	Total Price
370TH DISTRICT COURT			
Letterhead Paper	1000 per order		
Envelopes W/Logo	1000 per order		

Description	Estimated Quantity	Unit Price	Total Price
389TH DISTRICT COURT			
Letterhead	1000		
Business Cards	500		
Envelopes W/Logo	1000		
Order Of Release/Order Of Commitment	500		

Certificate of Appreciation	500		
Juror's Handbook Pamphlets	500		

Description	Estimated Quantity	Unit Price	Total Price
398th DISTRICT COURT			
Letterhead Paper - 8.5" X 11", #20 Fine quality Bond Paper,	6 reams of 500		
Letterhead Paper - 8.5" X 11", 25% Cotton Paper			
Business Cards	500 per box		
Envelopes W/Logo	6 boxes of 500		
Order Of Release/Order Of Commitment	3,000 3-Part		
Description	**Estimated Quantity**	**Unit Price**	**Total Price**
430TH DISTRICT COURT			
Letterhead	1000		
Business Cards	500		
Business Cards, DOUBLE sided print, landscape layout	500		
Envelopes W/Logo	1000		
Juror's Handbook Pamphlets -	500		

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLE PRECINCT No 1			
Business Cards	500 per box		
Field Contact Card – Index Card	2,000		
Building Check Card	500 ea		
Warning Card	2,000		
Notice/Aviso – Door Hanger Card	5,000		
Vehicle Impoundment	100 books of 25 sheets per bk		
Hidalgo County Constable Pct. 1 Warning Book	200 books of 50 pages per bklt.		
Ticket Book	200 books of 50 pages per bk		
Official Receipt For Constables Fees	10 books of 100 sheets per bk.		

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLE PRECINCT No 2			
Letterhead Paper	2 boxes of 5,000		
Business Cards – 3 ½" x 2", Black Card w/ Gold Lettering	3 bxs of 1,000		
Business Cards - 3½" X 2", Black ink Raised Lettering,	4 bxs of 1000		
Envelopes W/Constable Logo	4 boxes of 500		
Official Receipt For Constables Fees	20 books of 100 sheets per bk		

Ticket Book	50 books of 20 sheets per bk		
Warning Flyers	4 boxes of 5,000		
Advertencia Flyer	4 boxes of 5,000		

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLE PRECINCT No. 3:			
Letterhead Paper	4 reams		
Notice/Aviso – Door Hanger Card	5,000		
Envelopes W/Constable Logo	4 bxs /500		
Vehicle Impoundment	80/25 per bk		
Business Cards	250 per box		
Business Cards	2 boxes of 1000		
Warning Flyers	750 sheets		
Advertencia Flyers –	750 sheets		
Warning Notice To Vacate	750 sheets		
Ticket Book	40-booklets/ 25 sheets per bk		
Official Receipt For Constables Fees			
Notice/Aviso – Door Hanger Card	500		

Description	Estimated Quantity	Unit Price	Total Price
PUBLIC DEFENDER'S OFFICE			
Business Cards	19 boxes of 500		
Letterhead Paper - #20 Fine quality Bond Paper-Ivory	4 reams		
Envelopes W/Logo, window envelope	8 boxes of 500 ea		
Envelopes W/Logo Plain No window envelope	8 boxes of 500 ea		
Letterhead Paper - #20 Fine quality White Bond Paper	10 reams		
Visitor's Labels	10,000 sheets		
Mailing Labels	5,000 sheets		

Description	Estimated Quantity	Unit Price	Total Price
JUSTICE OF THE PEACE PRECINCT 1 PLACE 1			
Application For Birth Or Death Record			
Magistrate's Warning	1,000 ea page		
Community Hours Form	1,000 ea page		
Plaintiff's Original Petition Form	1,000 ea page		
Instructions For Filing Suit Form	1,000 ea page		
Driving Safety Course Request	1,000 ea page		
Application For Emergency Commitment	1,000 ea page		
Letterhead Paper	1 ream of 500		

Business Cards	2 boxes of 500		
Envelopes W/Logo - Size 4 ⅛" x 9 ½", no window,	2 boxes of 500		
Envelopes W/Logo - Size 4 ⅛" x 9 ½", with window	3 boxes of 500		
Printed Envelope	3 Boxes of 500		
Certificate Of Vital Record Paper – Size 8.5"x11"	1,000		
Certificate Of Vital Record Paper – Size - 8½" X 14	1,000		

Description	Estimated Quantity	Unit Price	Total Price
DISTRICT ATTORNEY			
Letterhead Paper - 8.5" X 11", #20 Fine quality Bond Paper	20 boxes of 500		
Manila Folder- Special die cut end			
Business Cards - 3½" X 2"	2 boxes of 500		
Worthless Check Affidavit	10,000		
Authorization For Medico legal Examination	500		
Envelopes W/Logo - Size 4 ⅛" x 9 ½", Standard Envelopes, (Checks Department)	10 boxes of 500		
Envelopes W/Logo - Size 4 ⅛" x 9 ½", Standard Envelopes (Misdemeanor Department)	20 boxes of 500		
Envelopes W/Logo - Size 4 ⅛" x 9 ½", Standard	8 boxes of 500		
Victim Impact Statement	5,000 per year		
Check Receipt	10,000		
Check Writer Flyers	3,000		
Misdemeanor Complaints	10,000		
Criminal Manila Folders- Legal Size, Folder Stock, End tab, ½ Cut Folders w/ black ink print, 1,000 per box	10 boxes of 1,000		

Description	Estimated Quantity	Unit Price	Total Price
COUNTY COURT LAW #4 (JUDGE FRED GARZA)			
Letterhead Paper	5000		
Envelopes W/Logo	1000		
Business Cards	1000		
Certificate of Appreciation	5000		

Description	Estimated Quantity	Unit Price	Total Price
COUNTY COURT # 6 (JUDGE ALBERT GARCIA)			
Letterhead Paper,	5000		
Envelopes W/Logo	1000		
Business Cards	1000		

HIDALGO COUNTY
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	Estimated Quantity	Unit Price	Total Price
COUNTY COURT #7 (JUDGE ROLANDO CANTU)			
Letterhead Paper	5000		
Envelopes W/Logo	1000		
Business Cards	1000		

Description	Estimated Quantity	Unit Price	Total Price
DISTRICT CLERKS			
Business Cards	500 per box		
Business Cards	500 per box		
Envelopes W/Seal- With Window	1000		
Envelopes W/Seal , No Windows	1000		

Description	Estimated Quantity	Unit Price	Total Price
JAIL DEPARTMENT			
Inmate Request Forms-	30,000 ea		
Bail Bond Fee Refund Forms	300		

Description	Estimated Quantity	Unit Price	Total Price
LAW ENFORCEMENT			
Administrative Action Form	10,000		
Evidence Cards	11,000		
Evidence/Inventory Control Report	1,000		
Civil And Warrants Writ Of Possession Notice	1,000		
Name Placement Card	500		
Sheriff Badge Stickers	10,000 stickers		
Child ID Card	5,000		
Operation Child Safeguard Flyers	5,000		
Recruitment Flyer	5,000		
Latent Fingerprint Index Card	5,000		
Latent Print Envelope	2,000		
Official Photograph	2,000		
Envelope	3,000		
Business Cards –3 ½" x 2" 1 sided	1 box of 250		
Business Cards – 3 ½" x 2" 2 sided front and back	1 box of 250		
Citation Books	250		
Time Earned/Absence Request Form-	5,000		
Field Interview Cards	5,000		
Impound Books	100		
Maintenance Books–	250		
Offense/Incident Reports-front and back	30,000		

Offense Reports-Narrative	40,000		
Offense Reports-Property Reporting	10,000		
Victim's Bill of Rights Pamphlet	5,000		
Inmate Trust Receipt Book	200		
DIC-24 Statutory Warning	100		
DIC-25 Notice of Suspension Temp. Driving Permit	100		
Motor Pool Service Request	1000		
Motor Pool Service Request sticker	1000		
The State of Texas Statement of Elected/ Appointed Officer	300		
Deputation	300		
Operation Child Safeguard 17x22" Poster:	500		

Description	Estimated Quantity	Unit Price	Total Price
HEALTH AND HUMAN SERVICES			
Envelopes W/Logo	80 boxes of 500 per box		
Letterhead Paper	20 reams of 500		
Receipt Books	130 books per year of 150 receipts per book		
Application For On-Site Sewage Facilities	4,000 per year		
Technical Information For On-Site	4,000 per year		
Authorization To Construction-	4,000 per year		
Soil Evaluation Report Information	4,000 per year		
Food Service Inspection Report	6,000 to 8,000 yearly		
On Site Sewage Inspection Report	4,000 per year		
Services Offered Pamphlet –English	30,000 per year		
Services Offered Pamphlet –Spanish	30,000 per year		
Keep Your Germs To Yourself-English	30,000 per year		
Contenga Sus Gérmenes-Spanish	30,000 per year		
Stop The Flu	30,000 per year		
Alto A La Gripe	30,000 per year		

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

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 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	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 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:
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.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source? ☐Yes ☐ No

If yes, by whom? ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources? _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► .....

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this _____ Day of_____, **2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for **"PRINTING SERVICES AND RELATED SUPPLIES"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in

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accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **February 16, 2012** and ending on **February 15, 2013.** Hidalgo County at its sole discretion elect the option to extend the contract for **two (2)** - one (1) year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or 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

DRAFT

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
1615 South Closner, Suite J
Edinburg, Texas 78539

DRAFT

If to Company _____

_____

_____

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

17. 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.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

DRAFT

EXHIBIT "B"
VENDOR'S BID

HIDALGO COUNTY
TABULATION SHEET
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

METHOD OF DELIVERY:

F.O.B. INSIDE DELIVERY Copy It Delivery Truck **COPY IT**
THIRD PARTY DELIVERY _____

COMMODITY CODE PRINTING: 966

Description	PRICES Copy It
PURCHASING DEPARTMENT	
Terms and Conditions Printed	599.50

Description	PRICES Copy It
ADULT PROBATION DEPARTMENT	
Appointment Cards	89.90
Initial Assessment Form	47.60
Court Information Form	39.45
Community Service Restitution ID Card	87.00
Community Service Restitution Program Rules	57.20
Employment Search Forms	28.60
Field Visit Log	57.20
Home Visit Cards	25.00
Leave Request	57.20
Office Rules And Regulations	85.80
Probationer Acknowledgment Form	57.20
Personal Data Form	57.20
Probationer Monthly Report Sign-In-Ledger	28.60
Receptionists' Slips	15.25
Referral Cards	53.85
Reassessment Form -	31.35
TCIC/NCIC Request	18.50
Telephone Log-	42.90

Description	PRICES Copy It
COUNTY AUDITORS OFFICE:	
Letterhead Paper	30.00
Letterhead Paper	30.00

Description	PRICES Copy It
COUNTY CLERKS OFFICE:	
Scratch Pads	216.10

HIDALGO COUNTY
TABULATION SHEET
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	PRICES Copy It
H.I.D.T.A. TASK FORCE:	
Envelopes W/Logo	267.20
Letterhead Paper	149.58
Vehicle Impoundment Report	90.95
Receipt For Forms	62.45

Description	PRICES Copy It
HUMAN RESOURCES:	
Interview Selection Form	107.10
Letterhead Paper	472.25
Drainage District #1 Application	330.30
County Of Hidalgo Application	889.75
Sheriff Department Application	286.31

Description	PRICES Copy It
JUVENILE JUSTICE CENTER	
Annual Report	145.00

Description	PRICES Copy It
PLANNING DEPARTMENT	
Receipt Book	318.85
Receipt Books -	728.25
Receipt Books	318.25
Culvert Installation Work Order---/25 Work orders per bk	112.00

Description	PRICES Copy It
TREASURER'S OFFICE	
Envelopes W/Logo	271.30

Description	PRICES Copy It
TAX OFFICE	
Letterhead Paper	254.75
Paper plain w WATERMARK Bou ppr,bnd, recy, rio bond	6.99
Envelopes W/Logo #9	173.50
Envelopes W/Logo #9	718.15

Envelope---4 1/8" x 9 ½"	173.50
AUTOMOBILE DEPT PLUS ALL SUBSTATIONS	
Letterhead Paper	126.85
Deputation Cards- 3.875 x 2.375 index color # 110 black	20.00
County Liquor Permit Rect:	39.05
Refund Slips	55.70

Description	PRICES Copy It
COMMISSIONER PRECINCT 3	
Parking Permit	45.00

Description	PRICES Copy It
206TH DISTRICT COURT:	
Letterhead Paper - 8.5" X 11" 25 % Cotton Paper	34.95
Juror's Handbook Pamphlets	185.90

Description	PRICES Copy It
332TH DISTRICT COURT	
Instructions to Jurors in Civil Cases	73.85
Envelopes W/Logo	80.40
Letterhead Paper	61.95

Description	PRICES Copy It
389TH DISTRICT COURT	
Order Of Release/Order Of Commitment	185.90
Certificate of Appreciation	167.40

Description	PRICES Copy It
398th DISTRICT COURT	
Letterhead Paper - 8.5" X 11", 25% Cotton Paper	104.80

Description	PRICES Copy It
430TH DISTRICT COURT	
Juror's Handbook Pamphlets -	156.35

HIDALGO COUNTY
TABULATION SHEET
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	PRICES Copy It
CONSTABLE PRECINCT No 1	
Building Check Card	21.05
Notice/Aviso – Door Hanger Card	469.55
Vehicle Impoundment	400.00

Description	PRICES Copy It
CONSTABLE PRECINCT No 2	
Business Cards - 3½" X 2", Black ink Raised Lettering,	151.20
Official Receipt For Constables Fees	75.00
Warning Flyers	1200.00
Advertencia Flyer	1200.00

Description	PRICES Copy It
CONSTABLE PRECINCT No. 3:	
Letterhead Paper	153.30
Notice/Aviso – Door Hanger Card	222.65
Official Receipt For Constables Fees	59.75

Description	PRICES Copy It
JUSTICE OF THE PEACE PRECINCT 1 PLACE 1	
Magistrate's Warning	28.60
Community Hours Form	28.60
Plaintiff's Original Petition Form	57.20
Instructions For Filing Suit Form	57.20
Driving Safety Course Request	93.00
Application For Emergency Commitment	162.75
Letterhead Paper	42.70
Business Cards	40.00

Description	PRICES Copy It
DISTRICT ATTORNEY	
Victim Impact Statement	210.60

HIDALGO COUNTY
TABULATION SHEET
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	PRICES Copy It
COUNTY COURT LAW #4 (JUDGE FRED GARZA)	
Certificate of Appreciation	198.65

Description	PRICES Copy It
COUNTY COURT #6 (JUDGE ALBERT GARCIA)	
Letterhead Paper,	340.25

Description	PRICES Copy It
COUNTY COURT #7 (JUDGE ROLANDO CANTU)	
Letterhead Paper	589.00

Description	PRICES Copy It
JAIL DEPARTMENT	
Bail Bond Fee Refund Forms	60.00

Description	PRICES Copy It
LAW ENFORCEMENT	
Evidence Cards	94.00
Child ID Card	500.00
Recruitment Flyer	450.00
Latent Fingerprint Index Card	137.20
Latent Print Envelope	87.35
Official Photograph	70.00
Citation Books	875.00
Field Interview Cards	140.00
Maintenance Books–	420.00
Offense/Incident Reports-front and back	550.00
Offense Reports-Narrative	565.00
Offense Reports-Property Reporting	157.94
Victim's Bill of Rights Pamphlet	150.00
DIC-24 Statutory Warning	18.55
DIC-25 Notice of Suspension Temp. Driving Permit	18.55
Motor Pool Service Request	28.20
The State of Texas Statement of Elected/ Appointed Officer	31.70
Deputation	60.95

HIDALGO COUNTY
TABULATION SHEET
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	PRICES
	Copy It
HEALTH AND HUMAN SERVICES	
On Site Sewage Inspection Report	300.00
Services Offered Pamphlet –English	355.00
Services Offered Pamphlet –Spanish	412.65

HIDALGO COUNTY
ADDENDUM#1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

METHOD OF DELIVERY:

F.O.B. INSIDE DELIVERY COPY IT Delivery Truck

THIRD PARTY DELIVERY _____

Description	Estimated Quantity	Unit Price	Total Price
PURCHASING DEPARTMENT			
Terms and Conditions Printed	30,000 per order	599.50	599.50

Description	Estimated Quantity	Unit Price	Total Price
ADULT PROBATION DEPARTMENT			
Appointment Cards	6,000 per year	.0148	89.90
Probationer Acknowledgment Form	2,000 per year	.0286	57.20
Initial Assessment Form	1,000 per year	.0476	47.60
Court Information Form	1,200 per year	.0328	39.45
Community Service Restitution ID Card	4,000 per year	.0217	87.00
Court Notes	2,000 per year	.0286	57.20
Community Service Restitution Program Rules	2,000 per year	.0286	57.20
Authorization To Release Information	2,000 per year	.0286	57.20
Employment Search Forms	1,000 per year	.0286	28.60
Family History Information	6,000 per year	.0306	183.90
Field Visit Log	2,000 per year	.0286	57.20
Gun Control Act	3,000 per year	.0286	85.80
Guidelines For Payment To The Acct. Dept.	6,000 per year	.0306	183.90
Home Visit Cards	1,000 per year	.025	25.00
Intake Checklist	3,000 per year	.0286	85.80
Leave Request	2,000 per year	.0286	57.20
Intake Appt. Referral	3,000 per year	.0366	109.80
Monthly Report (By Mail)	3,000 per year	.0366	109.90
Monthly Report (In Person)	3,000 per year	.0286	85.80
Office Rules And Regulations	3,000 per year	.0286	85.80
Probationer Acknowledgment Form	2,000 per year	.0286	57.20
Personal Data Form	2,000 per year	.0286	57.20
Probationer Monthly Report Sign-In-Ledger	1,000 per year	.0286	28.60
Payment Schedule	1,500 per year	.0453	67.97
Receptionists' Slips	1,000 per year	.0152	15.25
Records Control Unit Processing Checklist	3,000 per year	.0286	85.80
R.C.U. Intake File Tracking Form	3,000 per year	.0286	85.80
Referral Cards	1,000 per year	.0538	53.85
Reassessment Form -	1,000 per year	.0313	31.35
TCIC/NCIC Request	500 per year	.0371	18.50
Sign-In Roster	500 per year	.0686	34.30
Scanning Checklist	3,000 per year	.0286	85.80

OPENED
10108
1/25/12
Witnessed

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

TEAS DPS Inquiry Log	4,000 per year	.0267	107.10
Telephone Message	4,000 per year	.0422	169.05
Travel Permit Slips	3,000 per year	.0366	109.90
Telephone Log-	1,500 per year	.0286	42.90
Website Log	2,000 per year	.0286	57.20
Envelopes W/Logo	4 boxes of 500	80.40	80.40
Envelopes W/Logo	4 boxes of 500	88.35	88.35
Pre-Numbered Receipts	60,000 per year	NB	

Description	Estimated Quantity	Unit Price	Total Price
COUNTY AUDITORS OFFICE:			
Letterhead Paper	500	30.00	30.00
Letterhead Paper	500	30.00	30.00

Description		Estimated Quantity	Unit Price	Total Price
COUNTY CLERKS OFFICE:				
Recreational Fishing Regulations Cards		1,000	NB	
Recreational Hunting Regulations Cards		1,000	NB	
Business Cards		30 boxes of 500 per order	76.50	2,295.00
Business Cards		2500 per order	164.00	164.00
Envelopes W/Logo with window		30 boxes of 500 per box	1475.15	1,475.15
Envelopes W/Logo with no window		30 boxes of 500 per box	1378.10	1378.10
Letterhead Paper		30 reams of 500 sheets	891.05	891.05
Certificate Of Withdrawal From Business		10,500 ea	.0458	481.85
Assumed Name Certificate		10,500 ea	.0429	450.75
Newly Wed Letter		10,000ea	.0632	632.60
Scratch Pads		500 pads of	216.10	216.10
Birth/Marriage Envelopes		6,000	NB	
Booklet Envelopes	with peel	6,000 per order	NB	
	without peel	6,000 per order	NB	
Special Window Envelopes		50,000	NB	

OPENED
10:08
1/25/12
Witnessed

Description	Estimated Quantity	Unit Price	Total Price
HID.T.A. TASK FORCE:			
Envelopes W/Logo	4 boxes of 500	267.20	267.20
Letterhead Paper	4 reams of 500	149.58	149.58
Business Cards	1 box of 500 Per each	48.60	48.60
Mailing Labels	500 per order	NB	
Vehicle Impoundment Report	500	.1819	90.95
Receipt For Forms	500	.1249	62.45
Investigative File Jacket (Light Blue)	1000	NB	

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Investigative File Jacket (Canary Yellow)	1000	NB	
Dividers Multi-Color	400 sets yearly	NB	
Name Plate	On as needed basis	NB	

Description	Estimated Quantity	Unit Price	Total Price
HUMAN RESOURCES			
Business Cards	500 per box	57.60	57.60
Envelopes W/Logo	4 boxes of 500 ea box	588.50	588.50
Interview Worksheet	5,000 ea	.0214	107.10
Interview Selection Form	5,000 ea	.0214	107.10
Letterhead Paper	20 reams of 500	472.25	472.25
Drainage District #1 Application	4,000 ea page	.0825	330.30
County Of Hidalgo Application	12,000 ea page	.0741	889.75
Sheriff Department Application	10,000 ea page	0286	286.31
Sick Leave Donation Form	4,000	.0267	107.10

Description	Estimated Quantity	Unit Price	Total Price
JUVENILE JUSTICE CENTER			
Letterhead Paper	24 reams per order	699.80	699.80
Visitor's Labels	2 rolls of 500	NB	
Mailing Labels	1 roll of 5000	NB	
Business Cards	500	54.00	54.00
	1000	60.00	60.00
Envelopes W/Logo	20 boxes of 500 per order	1149.30	1149.30
Policy And Procedures Manual	10 per order	NB	
Annual Report	50 books per order	2.9	145.00

Description	Estimated Quantity	Unit Price	Total Price
PLANNING DEPARTMENT			
Approved Application	Pct 1=2650	.063566	168.45
	Pct 2= 300	.2221	66.65
	Pct 3=2650	.063716	168.85
	Pct 4=2650	063716	168.85
Receipt Book	27 Books	11.80925	318.85
Receipt Books -	66 Books	11.03409	728.25
Receipt Books	27 Books	11.78703	318.25
Culvert Installation Work Order—/25 Work orders per bk	12 Books	9.3333	112.00

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Description	Estimated Quantity	Unit Price	Total Price
TREASURER'S OFFICE			
Letterhead Paper	1 ream of 500	207.50	207.50

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Business Cards	500 per box	42.00	42.00
Envelopes W/Logo	5000 per order	271.30	271.30
Large Window Envelope	5000 per order	NB	

Description	Estimated Quantity	Unit Price	Total Price
TAX OFFICE			
Business Cards	1000 per order	72.00	72.00
Business Cards	500 per order	72.00	72.00
Letterhead Paper	5000	254.75	254.75
Paper plain with WATERMARK 8.5X11 Bou ppr,bnd, recy, rio bond	100	.0699	6.99
Envelopes W/Logo #10	1500	112.35	112.35
Envelopes W/Logo #9	5000	173.50	173.50
Envelopes W/Logo #10	20,000 per order	690.60	690.60
Envelopes W/Logo #10	60,000 per order	NB	
Envelopes W/Logo #9	20,000 per order	718.15	718.15
Deputation Form	250	NB	
Envelope---4 1/8" x 9 ½"	5000	173.50	173.50
AUTOMOBILE DEPT PLUS ALL SUBSTATIONS			
Business Cards	500 per order	48.60	48.60
Letterhead Paper	5,000	126.85	126.85
Envelopes W/Logo	7500	275.00	275.00
Envelopes W/Logo	50 bxs of 500	938.25	938.25
Envelopes W/Logo	10 bxs of 100	NB	
Envelopes W/Logo	10 bxs of 500	NB	
Deputation Cards- 3.875 x 2.375 index color # 110 black	250	.08	20.00
County Liquor Permit Rect:	150	.2603	39.05
Refund Slips	3000 per order	.01856	55.70

Description	Estimated Quantity	Unit Price	Total Price
COMMISSIONER PRECINCT 3			
Business Cards	1box of 500	118.75	118.75
Letterhead Paper - 8.5" X 11", #20 Fine quality	2 boxes/ of 500	296.25	296.25
Letterhead Paper – 8.5" X 11", Linen Paper	2 boxes/ of 500	61.95	61.95
Envelopes W/Logo	2 boxes /of 500	49.40	49.40
Landfill Form- Legal Size Paper	50 Tablets of /100 sheets per	3.096	154.80
Parking Permit	12 / 50 sheets per	3.75	45.00

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10:08
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Description		Estimated Quantity	Unit Price	Total Price
139TH DISTRICT COURT:				
Business Cards	foil seal	4 bxs. Of 500	118.75	475.00

	ink seal	4 bxs. Of 500	48.60	194.40
Letterhead Paper		4 reams of 500	560.25	560.25
Order Of Release/Order Of Commitment		2,000/3 part	.20	400.00
Envelopes W/Logo		2 boxes of 500	356.00	356.00

Description	Estimated Quantity	Unit Price	Total Price
206TH DISTRICT COURT:			
Letterhead Paper #20 Fine quality Bond Paper	2 reams of 500	142.00	142.00
Letterhead Paper - 8.5" X 11" 25 % Cotton Paper	2 reams of 500	34.95	34.95
Order Of Release/Order Of Commitment	2,000/3 part	.02	400.00
Envelopes W/Logo	2 boxes of 500	195.00	195.00
Juror's Handbook Pamphlets	1,000	.1859	185.90
Business Cards	1,000	63.00	63.00
Juror Tags	14	NB	

Description	Estimated Quantity	Unit Price	Total Price
332TH DISTRICT COURT			
Business Cards	500 per order	48.60	48.60
Instructions to Jurors in Civil Cases	2000 per order	.036925	73.85
Envelopes W/Logo	2500 per order	80.40	80.40
Letterhead Paper	1000 per order	61.95	61.95
Order Of Release/Order Of Commitment	2500 per order	0.2	500.00
Order Of Referral For Mediation:	2000 per order	.0698	139.60

Description	Estimated Quantity	Unit Price	Total Price
370TH DISTRICT COURT			
Letterhead Paper	1000 per order	296.25	296.25
Envelopes W/Logo	1000 per order	356.00	356.00

Description	Estimated Quantity	Unit Price	Total Price
389TH DISTRICT COURT			
Letterhead	1000 per order	142.00	142.00
Business Cards	1000 per order	54.00	54.00
Envelopes W/Logo	1000 per order	284.00	284.00
Order Of Release/Order Of Commitment	1000 per order	.1859	185.90
Certificate of Appreciation	1000 per order	.1674	167.40
Juror's Handbook Pamphlets	1000 per order	.225	225.00

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1/25/12
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Description	Estimated Quantity	Unit Price	Total Price
398TH DISTRICT COURT			

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Letterhead Paper - 8.5" X 11", #20 Fine quality Bond Paper,	6 reams of 500	707.50	707.50
Letterhead Paper - 8.5" X 11", 25% Cotton Paper	6 reams of 500	17.466	104.80
Business Cards	500 per box	118.75	118.75
Envelopes W/Logo	6 boxes of 500	863.50	863.50
Order Of Release/Order Of Commitment	3,000 3-Part	0.20	600.00

Description	Estimated Quantity	Unit Price	Total Price
430TH DISTRICT COURT			
Letterhead	1000	142.00	142.00
Business Cards	500 Foil	118.75	118.75
	500 Ink	48.60	48.60
Business Cards, DOUBLE sided print, landscape layout	500	NB	
Envelopes W/Logo	1000	284.00	284.00
Juror's Handbook Pamphlets -	500	.3127	156.35

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLE PRECINCT No 1			
Business Cards	500 per box	NB	
Field Contact Card – Index Card	2,000	.02905	58.10
Building Check Card	500 ea	.0421	21.05
Warning Card	2,000	.162055	324.11
Notice/Aviso – Door Hanger Card	5,000	.09391	469.55
Vehicle Impoundment	100 books	4.00	400.00
Hidalgo County Constable Pct. 1 Warning Book	200 books	2.875	575.00
Ticket Book	200 books	NB	
Official Receipt For Constables Fees	20 books	13.25	265.00

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLE PRECINCT No 2			
Letterhead Paper	2 boxes of 5,000	437.30	437.30
Business Cards – 3 ½" x 2", Black Card w/ Gold Lettering	3 bxs of 1,000	NB	
Business Cards - 3½" X 2", Black ink Raised Lettering,	4 bxs of 1000	37.80	151.20
Envelopes W/Constable Logo	4 boxes of 500	20.10	80.40
Official Receipt For Constables Fees	3 books 50 sets per book	25.00	75.00
Ticket Book	50 books of 20 sheets per bk	7.023	351.15
Warning Flyers	4 boxes of 5,000	300.00/bx	1,200.00
Advertencia Flyer	4 boxes of 5,000	300.00/bx	1,200.00

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10:52
1/25/12
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Description	Estimated Quantity	Unit Price	Total Price

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

CONSTABLE PRECINCT NO. 3			
Letterhead Paper	4 reams	153.30	153.30
Notice/Aviso – Door Hanger Card	2,000	.111325	222.65
Envelopes W/Constable Logo	4 bxs /500	121.60	121.60
Vehicle Impoundment	80/25 per bk	4.0825	326.60
Business Cards	250 per box	48.60	48.60
Business Cards	2 boxes of 1000	54.00	108.00
Warning Flyers	750 sheets	.0317266	237.95
Advertencia Flyers –	750 sheets	.317266	237.95
Warning Notice To Vacate	750 sheets	.317266	237.95
Ticket Book	40-booklets/ 25 sheets per bk	NB	
Official Receipt For Constables Fees	50 sets per book 2 books	1.195	59.75

Description	Estimated Quantity	Unit Price	Total Price
PUBLIC DEFENDER'S OFFICE			
Business Cards	19 boxes of 500	48.60	923.40
Letterhead Paper – #20 Fine quality Bond Paper-Ivory	Ream of 500	207.50	207.50
Envelopes W/Logo, window envelope	8 boxes of 500 ea	NB	
Envelopes W/Logo Plain No window envelope	8 boxes of 500 ea	1,053.50	1,053.50

Description	Estimated Quantity	Unit Price	Total Price
JUSTICE OF THE PEACE PRECINCT 1 PLACE 1			
Magistrate's Warning	1,000 ea page	.0286	28.60
Community Hours Form	1,000 ea page	.0286	28.60
Plaintiff's Original Petition Form	1,000 ea page	.0572	57.20
Instructions For Filing Suit Form	1,000 ea page	.0572	57.20
Driving Safety Course Request	1,000 ea page	.093	93.00
Application For Emergency Commitment	1,000 ea page	.16275	162.75
Letterhead Paper	1 ream of 500	42.70	42.70
Business Cards	2 boxes of 500	20.00	40.00
Envelopes W/Logo - Size 4 ⅛" x 9 ½", no window,	2 boxes of 500	49.40	49.40
Envelopes W/Logo - Size 4 ⅛" x 9 ½", with window	3 boxes of 500	70.85	70.85
Printed Envelope	3 Boxes of 500	64.90	64.90
Certificate Of Vital Record Paper – Size 8.5"x11"	1,000	NB	
Certificate Of Vital Record Paper – Size - 8½" X 14	1,000	NB	

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Description	Estimated Quantity	Unit Price	Total Price
DISTRICT ATTORNEY			
Letterhead Paper - 8.5" X 11", #20 Fine quality Bond Paper	5 boxes of 500	178.70	178.70
Manila Folder- Special die cut end	10,000	NB	
Business Cards - 3½" X 2"	500 per box	48.60	48.60

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Worthless Check Affidavit	9000	NB	
Authorization For Medico legal Examination	1,000	.1691	169.10
Envelopes W/Logo - Size 4 ⅛" x 9 ½", Standard Envelopes, (Checks Department)	10 boxes of 500	193.15	193.15
Envelopes W/Logo - Size 4 ⅛" x 9 ½", Standard Envelopes (Misdemeanor Department)	20 boxes of 500	NB	
Envelopes W/Logo - Size 4 ⅛" x 9 ½", Standard	8 boxes of 500	224.00	224.00
Victim Impact Statement	5,000 per year	.04212	210.60
Check Receipt	5,000	NB	
Check Writer Flyers	500	.2375	118.95
Misdemeanor Complaints	10,000	NB	
Criminal Manila Folders- Legal Size, Folder Stock, End tab, ½ Cut Folders w/ black ink print, 1,000 per box	10 boxes of 1,000	NB	

Description	Estimated Quantity	Unit Price	Total Price
COUNTY COURT LAW #4 (JUDGE FRED GARZA)			
Letterhead Paper	5000	316.80	316.80
Envelopes W/Logo	1000	83.50	83.50
Business Cards	1000	54.00	54.00
Certificate of Appreciation	5000	.03973	198.65

Description	Estimated Quantity	Unit Price	Total Price
COUNTY COURT # 6 (JUDGE ALBERT GARCIA)			
Letterhead Paper,	5000	340.25	340.25
Envelopes W/Logo	1000	195.00	195.00
Business Cards	1000	54.00	54.00

Description	Estimated Quantity	Unit Price	Total Price
COUNTY COURT # 7 (JUDGE ROLANDO CANTU)			
Letterhead Paper	5000	589.00	589.00
Envelopes W/Logo	1000	234.25	234.25
Business Cards	1000	54.00	54.00

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Description	Estimated Quantity	Unit Price	Total Price
DISTRICT CLERKS			
Business Cards	30 boxes 500 per bx	NB	
Business Cards	500 per box	NB	
Envelopes W/Seal- With Window	120 boxes of 500	NB	
Envelopes W/Seal , No Windows	120 boxes of 500	NB	

Description	Estimated Quantity	Unit Price	Total Price

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

JAIL DEPARTMENT			
Inmate Request Forms-	30,000 ea	1796.80	1,796.80
Bail Bond Fee Refund Forms	300	.20	60.00

Description	Estimated Quantity	Unit Price	Total Price
LAW ENFORCEMENT			
Administrative Action Form	10,000	.05939	593.90
Evidence Cards	6,000	.01566	94.00
Evidence/Inventory Control Report	1,000	0.20	200.00
Civil And Warrants Writ Of Possession Notice	1,000	.345	345.00
Name Placement Card	500	.234	117.00
Sheriff Badge Stickers	5,000 stickers	577.79	577.79
Child ID Card	5,000	.10	500.00
Operation Child Safeguard Flyers	5,000	400.00	400.00
Recruitment Flyer	5,000	.09	450.00
Latent Fingerprint Index Card	5,000	.0274	137.20
Latent Print Envelope	2,000	.035	87.35
Official Photograph	2,000	.035	70.00
Envelope	3,000	.13	390.00
Business Cards –3 ½" x 2" 1 sided	1 box of 250	52.80	52.80
Business Cards – 3 ½" x 2" 2 sided front and back	1 box of 250	65.00	65.00
Citation Books	25 per book 250 books	3.50	875.00
Time Earned/Absence Request Form-	5,000	.16	800.00
Field Interview Cards	5,000	.028	140.00
Impound Books	25 per book 100 books	3.55	355.00
Maintenance Books–	25 per bk 250 bks	1.68	420.00
Offense/Incident Reports-front and back	30,000	.0183	550.00
Offense Reports-Narrative	40,000	.01412	565.00
Offense Reports-Property Reporting	10,000	.01579	157.94
Victim's Bill of Rights Pamphlet	5,000	.03	150.00
Inmate Trust Receipt Book	50 sets per book 200	9.50	1,900.00
DIC-24 Statutory Warning	100	.1855	18.55
DIC-25 Notice of Suspension Temp. Driving Permit	100	.1855	18.55
Motor Pool Service Request	1000	.0282	28.20
Motor Pool Service Request sticker	1000	.1113	111.35
The State of Texas Statement of Elected/ Appointed Officer	300	.1056	31.70
Deputation	300	.203	60.95
Operation Child Safeguard 17x22" Poster:	500	NB	

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10:00
1/25/12
Witnessed

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	Estimated Quantity	Unit Price	Total Price
HEALTH AND HUMAN SERVICES			
Envelopes W/Logo	15 boxes of 500 per box per order	392.70	392.70
Letterhead Paper	20 reams of 500	NB	
Receipt Books	as needed	NB	
Application For On-Site Sewage Facilities	2,000 per order	.1175	235.00
Technical Information For On-Site	2,000 per order	.1175	235.00
Authorization To Construction-	2,000 per order	.1175	235.00
Soil Evaluation Report Information	2,000 per order	.045	90.00
Food Service Inspection Report	2,000 per order	.2175	435.00
On Site Sewage Inspection Report	2,000 per order	.15	300.00
Services Offered Pamphlet –English	5,000 per order	.071	355.00
Services Offered Pamphlet –Spanish	5,000 per order	.0825	412.65
Keep Your Germs To Yourself-English	1,000 per order	.133	133.00
Contenga Sus Gérmenes-Spanish	1,000 per order	.133	133.00
Stop The Flu	1,000 per order	.133	133.00
Alto A La Gripe	1,000 per order	.133	133.00

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10:08
11/20/12
Witnessed

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

ACKNOWLEDGEMENT OF BID SUBMITTED _____

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/28/2013

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 TONY CONTRERAS INS. AGENCY 4006 N 22ND ST MCALLEN TX 78504 956-686-6621	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED COPY IT INC. 705 E PECAN BLVD MCALLEN TX 78501	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: SCOTTSDALE INSURANCE COMPANY 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	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			CPS1717632	03/28/2013	03/28/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
	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)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	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					WC STATU-TORY LIMITS OTH-ER 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 ATTN: PURCHASING DEPARTMENT
2812 S HIGHWAY BUS 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Automobile Insurance:

At the present time Copy It does not have any company owned delivery vehicles. All deliveries are made through any one of several local courier services. Courier is chosen based on availability and speed of delivery for client.

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, May 23, 2012 4:29 PM
To: 'Evangelina Garcia'
Subject: FW: Additional Revisions on Amendment-Printing Services And Related Supplies

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From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, May 23, 2012 4:03 PM
To: 'Martha Salazar'
Subject: RE: Additional Revisions on Amendment-Printing Services And Related Supplies

As long as the specifications list the FOB locations the agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, May 23, 2012 3:40 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: Additional Revisions on Amendment-Printing Services And Related Supplies
Importance: High

Mr. Crain:
Can you send me your response to this request? I cannot locate it.
Thanks,
Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, May 11, 2012 2:01 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: Additional Revisions on Amendment-Printing Services And Related Supplies
Importance: High

Mr. Crain:
Enclosed for your review, corrections and/or comments as to form is the document with the revisions you requested. We had just placed on CC agenda this Tuesday (5-08-12) and received approval for the amendment on insurance coverage (using third party carrier for deliver). So I would say that we need to rescind that and request approval of this one? Let us know.
Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, May 11, 2012 11:56 AM
To: 'Martha Salazar'
Subject: Additional Revisions on Amendment-Printing Services And Related Supplies

Marty:
Attached for legal's review as to form of the amendment with the additional revisions as requested by legal. I will need to place back on the agenda as discussed.

Thank you

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Re:

From : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> Tue, Jul 22, 2014 10:07 AM

2 attachments

Subject : Re:

To : Richard Longoria <richard.copyit@gmail.com>

Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Mary Garcia-Jackson <maria.garcia@hidalgocountytax.org>

Mr. Longoria:
I appreciate your response to the following matter and can understand your situation. I will get back to you once I receive direction on my request.
Thank you

From: "Richard Longoria" <richard.copyit@gmail.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Mary Garcia-Jackson" <maria.garcia@hidalgocountytax.org>
Sent: Tuesday, July 22, 2014 9:57:11 AM
Subject: Re:

Vangie,

As I stated last week we are still trying to raise the necessary additional funds to cover the liability insurance you are requiring us to have. Copy It just does not have the money right now and our cash situation is critical. I am committed to provide the necessary document but need to have the money to pay for it and have been working daily to collect and or sell enough to cover our expenses as well as this insurance policy.

On Tue, Jul 22, 2014 at 9:23 AM, Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> wrote:

> Marty:
> This matter has become **urgent**; our Tax Office is in great need of ordering "return address envelopes" and that item is under CopyIt; who **has failed to provide the updated general liability**. Correspondence with Copy It regarding the matter of the

insurance has been going on since March and has also been discussed with County's legal who confirmed that the vendor needs to provided the general liability accordingly to the contract in place.

Please advise for direction.

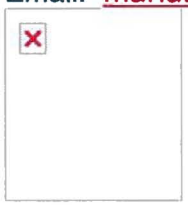
Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Mary Garcia-Jackson" <maria.garcia@hidalgocountytax.org>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Tuesday, July 22, 2014 8:31:00 AM

Hi Vangie, any word on Copy It? We really need our return address envelopes!.....please let me know at your earliest convenience. Thanks Vangie.

Mary Garcia - Jackson
Administrative Assistant
Hidalgo County Tax Office
2804 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2157
Fax: (956) 318-2733
Email: maria.garcia@hidalgocountytax.org



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Thanks and God Bless
Richard A. Longoria
Operations Manager

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Re:

From : Richard Longoria <richard.copyit@gmail.com> Thu, Jul 17, 2014 12:13 PM

Subject : Re: 2 attachments

To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Vangie,

I am still working on insurance you require but I have hit a snag because the underwriter is requesting that we pay $2500.00 down instead of the $750.00 they originally requested and paid. I have been gathering the little money that has come in for the last few days and hope to have enough for him by friday. At that time they say that they will send you the certificate you require. Im sorry about the delay and am trying to meet your request but money is just not coming in as fast as I need.

On Thu, Jul 17, 2014 at 10:24 AM, Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> wrote:

Mr. Longoria:
I need to know status on this pending matter on or before 5:00 p.m., today, July 17, 2014.

Appreciate your prompt assistance on this.

Thank you

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Emai: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Mary Garcia-Jackson" <maria.garcia@hidalgocountytax.org>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Wednesday, July 16, 2014 12:57:00 PM

Hi Vangie,

Any word on Copy Data....thanks VangieJ

Mary Garcia - Jackson

Administrative Assistant

Hidalgo County Tax Office

2804 S. Bus. Hwy 281

Edinburg, Texas 78539

Phone: (956) 318-2157

Fax: (956) 318-2733

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Re: General Liability-Contract for "Printing Services and Related Supplies"-Hidalgo County

From : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> Wed, Jul 09, 2014 09:54 AM

Subject : Re: General Liability-Contract for "Printing Services and Related Supplies"-Hidalgo County

To : Richard Longoria <richard.copyit@gmail.com>

Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Mr. Longoria:
Appreciate your notice on this.....

Thank you

From: "Richard Longoria" <richard.copyit@gmail.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Tuesday, July 8, 2014 6:20:42 PM
Subject: Re: General Liability-Contract for "Printing Services and Related Supplies"-Hidalgo County

Vangy you shoul be receving policy info direct from ins company I payed down payment yesterday

On Jul 7, 2014 9:42 AM, "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us> wrote:

> **FINAL NOTICE**
>
> Mr. Longoria:
> I have sent out several emails prior to the expiration of the general liability (03/28/14) by your company and as of today one has not been provided. There are departments who are in need of ordering items that are under your contract however have been on hold due to the matter of the expired insurance. I've attached your expired insurance document including the first two pages of Exhibit A-Specifications of the bid project. Those first two pages, please refer to #7 of the terms and conditions; it defines the insurance requirements-**"Insurance requirements for this project to be maintained through out the contract term "**. On #10; it states **"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".

Since notices have been sent prior to March; it is imperative that the general liability is provided on or before 5:00 p.m., today, July 7, 2014. Should you have any questions regarding this matter please do not hesitate to contact me at the following listed number.

Thank you;

Vangie Y. Garcia, Contract's Manager
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Printing Services And Related Supplies For Hidalgo County Departments

From : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> Sat, Apr 05, 2014 12:20 PM

Subject : Printing Services And Related Supplies For Hidalgo County Departments

To : Matilde Faz <matilde.faz@co.hidalgo.tx.us>, Liza Lopez <liza.lopez@co.hidalgo.tx.us>

Cc : Elizabeth Cano <elizabeth.cano@auditor.co.hidalgo.tx.us>, Richard Longoria <richard.copyit@gmail.com>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Goodmorning Ladies:
Please **do not** approve any requisitions with Copy It Inc. under Contract #C-12-008A-03-20 will will expire on April 15, 2014 or with the new assigned extension number E-14-103A-03-18 which will be effective April 16, 2014 for the "Printing Services And Related Supplies". The vendor's insurance expired since March 28, 2014 with several attempts via email requests to the vendor to submit the updated document however has failed to do so. I have sent another email this morning with a deadline, should I not recieve by then, I will proceed to discuss with the Purchasing Agent (Martha Salazar) for discussions of necessary steps to remedy this situation.

If any of the department users are in need of obtaining any of the items under this contracted vendor; there are two allowable options under the terms & conditions of Exhibit A of the Contract, more specifically, page 2 of 17 of Exhibit A, #3-County has the autority to utilize State Contracts and under Cooperative Purchasing Participation when ever it is in the County's best interest to do so and or #10-After bid is awarded and low bidder defaults in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item. Whichever one of these two is in the best interest of the County.

I will let you ladies know the end results; please let me know if there are any questions.

Thank you

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

New Assigned Number-Printing Services And Related Supplies-Hidalgo County Departments

From : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> Sat, Apr 05, 2014 11:59 AM

Subject : New Assigned Number-Printing Services And Related Supplies-Hidalgo County Departments

To : Richard Longoria <richard.copyit@gmail.com>

Cc : Elizabeth Cano <elizabeth.cano@auditor.co.hidalgo.tx.us>, Matilde Faz <matilde.faz@co.hidalgo.tx.us>, Liza Lopez <liza.lopez@co.hidalgo.tx.us>

Mr. Longoria:
Commissioners Court on March 18, 2014 approved to utilize its option to extend the contract for the "Printing Services And Related Supplies" for an additional year with said extension effective April 16, 2014 with ending term of April 15, 2015 with the new assigned number as E-13-103A-03-18 (Original Contract #C-12-008A-03-20).

As previously stated you are required to adhere to the requirements of the contract, therefore, you are obligated to submit updated insurances for compliance purposes. Please submit on or before 5:00 p.m., Wednesday, April 9, 2014 the general liability inasmuch it expired on March 28, 2014. Should you not submit the required insurance document by stated date, I will proceed in advising the Purchasing Agent for additional direction of not complying to the contract as required for necessary and appropriate process.

My apologies if you have have sent this requested information and proceed to disregard this notice, if applicable; however do let me know who you sent it to.

Appreciate your prompt assistance on this and please do not hesitate to contact me should you have any questions.

Thank you

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Re: Renewal Notice Of Contract for Printing Services And Related Supplies (Original Contract #E-12-008-03-20)

From : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> Fri, Mar 07, 2014 10:32 AM

2 attachments

Subject : Re: Renewal Notice Of Contract for Printing Services And Related Supplies (Original Contract #E-12-008-03-20)

To : Richard Longoria <richard.copyit@gmail.com>

Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Mr. Longoria:
Please clarify on your correspondence below on the outsource items? As for any items under contrct, please refer to the contract and specifications (see attachment) where in the contract, page 2-#3 for renewal; page 3-#7 for insurance requirements and pgs. 4 and 5-#'s 14 and 15 is the termination clause by County and on the specifications to the contract is the market escalation clause. These referenced sections apply to your correspondence. I will be placing an agenda item for court's consideration and action of the renewal option (final year) with this contract including the other two vendor's in place since this was a multiple award. I am requesting that you submit an updated insurance on or before your current one expires.

Appreciate your prompt assistance on this.

Thank you

From: "Richard Longoria" <richard.copyit@gmail.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Friday, March 7, 2014 10:04:01 AM
Subject: Re: Renewal Notice Of Contract for Printing Services And Related Supplies (Original Contract #E-12-008-03-20)

Vangie, we have been in the process of reviewing our cost of some of the items especially the outsourced items such as continuos forms, foil stamping , and thermography products. At this time we feel that we cannot hold those prices for another year as there has been substantial increases, from our suppliers. The percent allowed increase in the county contract would not cover those adjustments that our suppliers have made over the last 2 years in prices and we cannot afford to produce them as it would require a loss of revenue for us. Please advise what you recommend in this situation if we need to withdraw then we are ready to do so.

On Fri, Mar 7, 2014 at 9:50 AM, Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> wrote:

Mr. Longoria:
Following up on the requested information. Please forward an updated insurance before the current one expires for compliant purposes.

Thank you

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "richard copyit" <richard.copyit@gmail.com>
Sent: Thursday, February 27, 2014 1:53:42 PM
Subject: Renewal Notice Of Contract for Printing Services And Related Supplies (Original Contract #E-12-008-03-20)

Mr. Longoria:
Please review the attached extension notice for further details. As a friendly reminder to also please forward your general liability which is due to expire on March 28, 2014 and this item will be going to Commissioners Court on date of March 18, 2014.

Appreciate your assistance on this.

Thank you

--
Thanks and God Bless
Richard A. Longoria
Operations Manager

'The will of God will never take you
where the Grace of God will not protect you.'

CopyIt!
705 East Pecan
McAllen, Texas 78504
T: 956 664 0599
F: 956 664 0653

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO CONTRACT #C-12-008-03-20
PRINTED ITEMS AND RELATED SUPPLIES

This **AMENDMENT** to the CONTRACT is made this **3rd day** of **March of 2015** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **Gateway Printing & Office Supply, Inc.** (the "COMPANY").

WHEREAS, County and Company entered into a Contract on **March 20, 2012** (the "CONTRACT") in which the Company agrees to provide printed items and related supplies as described in the Contract;

WHEREAS, the County's awarded vendor who provided services refuses to supply required insurances to County and County requires services from Company from another vendor;

WHEREAS, the Company agrees to honor and hold the prices as detailed under "Exhibit B1-Modified Bid Page-Additional Items" of contract; and

WHEREAS, the parties have now determined to amend the Contract to include certain items from County's other awarded vendor.

NOW THEREFORE, for and in consideration of the additional items by Company specified in Exhibit B1-Modified Bid Page-Additional Items, County and Company hereby mutually agree to the following Amendment to the Contract:

1. Exhibit "B"-Bid Page the Contract is hereby deleted and the amended Exhibit B1-Modified Bid Page-Additional Items attached hereof as Exhibit is substituted in lieu thereof;

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. County and Company ratify and confirm the terms and provisions of the Contract 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

COMPANY:

_____
Gateway Printing & Office Supply, Inc.

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By:_____
Stephen L. Crain

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

FW: Amendment to Original Contract-C-12-008-03-20 with Gateway Printing & Office Supplies

From : Marynel Trevino <mntrevino@atlashall.com> Fri, Feb 13, 2015 01:46 PM
Subject : FW: Amendment to Original Contract-C-12-008-03-20 with Gateway Printing & Office Supplies
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Hi Vangie:

See Mr. Crain's message below.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, February 13, 2015 12:24 PM
To: 'Marynel Trevino'
Subject: RE: Amendment to Original Contract-C-12-008-03-20 with Gateway Printing & Office Supplies

Please email Vangie the document is OK and the agenda order is OK.

From: Marynel Trevino [mailto:mntrevino@atlashall.com]
Sent: Friday, February 13, 2015 11:49 AM
To: 'Steve Crain'
Subject: FW: Amendment to Original Contract-C-12-008-03-20 with Gateway Printing & Office Supplies

Please below

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, February 13, 2015 11:01 AM
To: mntrevino
Subject: Fwd: Amendment to Original Contract-C-12-008-03-20 with Gateway Printing & Office Supplies

Good Morning Marynel;
First, let me say that I hope you have a wonder "Valentine's Day" tomorrow...god bless.

Back to business, can you please check with Mr. Crain if the following response to the draft amendment that I sent him is okay or if he is making changes to the document. Not sure if his "ok" meant that the document is okay or okay to my response to his last question.

Appreciate your help.

Thank you;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

HIDALGO COUNTY
MODIFIED EXHIBIT B1-BID PAGE
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

METHOD OF DELIVERY:

F.O.B. INSIDE DELIVERY √ **THIRD PARTY DELIVERY** _____

COMMODITY CODE PRINTING: 966

Description	PRICES Gateway
PURCHASING DEPARTMENT	
Terms and Conditions Printed	604.70

Description	PRICES Gateway
ADULT PROBATION DEPARTMENT	
Employment Search Forms	38.15
Sign-In Roster	33.95

Description	PRICES Gateway
COUNTY AUDITORS OFFICE:	
Letterhead Paper	84.45
Letterhead Paper	76.25

Description	PRICES Gateway
COUNTY CLERKS OFFICE:	
Recreational Fishing Regulations Cards **Double Sided**	423.65
Recreational Hunting Regulations Cards **Double Sided**	423.65
Business Cards **Double Sided**	1530.00
Envelopes W/Logo with no window	1020.60
Certificate Of Withdrawal From Business	364.65
Scratch Pads	425.00
Special Window Envelopes	6121.50

Description	PRICES Gateway
H.I.D.T.A. TASK FORCE:	
Letterhead Paper	253.20
Name Plate	49.00

Description	PRICES Gateway
HUMAN RESOURCES:	
Interview Selection Form	400.50

HIDALGO COUNTY
MODIFIED EXHIBIT B1-BID PAGE
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	PRICES Gateway
JUVENILE JUSTICE CENTER	
Policy And Procedures Manual	337.60
Annual Report	320.80

Description	PRICES Gateway
PLANNING DEPARTMENT	
Receipt Books - Receipt Books - Starting No. Pct 2 No. 2-70980-2/4	933.70
Culvert Installation Work Order---/25 Work orders per bk	231.60

Description	PRICES Gateway
TAX OFFICE	
Letterhead Paper	290.80
Paper plain w WATERMARK Bou ppr,bnd, recy, rio bond	63.15
Deputation Form	191.45
AUTOMOBILE DEPT PLUS ALL SUBSTATIONS	
Letterhead Paper	342.10
Envelopes W/Logo	169.90
Deputation Cards- 3.875 x 2.375 index color # 110 black	82.65

Description	PRICES Gateway
COMMISSIONER PRECINCT 3	
Letterhead Paper – 8.5" X 11", Linen Paper	136.40

Description	PRICES Gateway
139TH DISTRICT COURT:	
Envelopes W/Logo	241.35

Description	PRICES Gateway
206TH DISTRICT COURT:	
Letterhead Paper #20 Fine quality Bond Paper	126.60
Letterhead Paper - 8.5" X 11" 25 % Cotton Paper	89.90
Envelopes W/Logo	170.00

Juror's Handbook Pamphlets	214.35

Description	PRICES
	Gateway
332TH DISTRICT COURT	
Envelopes W/Logo	134.30

Description	PRICES
	Gateway
389TH DISTRICT COURT	
Juror's Handbook Pamphlets	214.35

Description	PRICES
	Gateway
398th DISTRICT COURT	
Letterhead Paper - 8.5" X 11", 25% Cotton Paper	185.00

Description	PRICES
	Gateway
430TH DISTRICT COURT	
Business Cards, DOUBLE sided print, landscape layout	56.95
Envelopes W/Logo	169.35
Juror's Handbook Pamphlets -	177.80

Description	PRICES
	Gateway
CONSTABLE PRECINCT No 1	
Business Cards	38.50
Warning Card	179.85
Notice/Aviso – Door Hanger Card	486.95
Vehicle Impoundment	434.90
Official Receipt For Constables Fees	227.95

Description	PRICES
	Gateway
CONSTABLE PRECINCT No 2	
Letterhead Paper	247.45
Official Receipt For Constables Fees	140.85
Ticket Book	303.00

HIDALGO COUNTY
MODIFIED EXHIBIT B1-BID PAGE
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	PRICES
	Gateway
CONSTABLE PRECINCT No. 3:	
Letterhead Paper	250.08
Notice/Aviso – Door Hanger Card	297.10
Warning Flyers	213.55
Advertencia Flyers –	213.55
Warning Notice To Vacate	213.55

Description	PRICES
	Gateway
PUBLIC DEFENDER'S OFFICE	
Letterhead Paper - #20 Fine quality Bond Paper-Ivory	108.00
Envelopes W/Logo, window	680.00
Envelopes W/Logo Plain No window	680.00

Description	PRICES
	Gateway
JUSTICE OF THE PEACE PRECINCT 1 PLACE 1	
Driving Safety Course Request	123.05
Application For Emergency Commitment	196.15

Description	PRICES
	Gateway
COUNTY COURT # 7 (JUDGE ROLANDO CANTU)	
Letterhead Paper	632.75
Envelopes W/Logo	169.35
Description	**PRICES**
	Gateway
LAW ENFORCEMENT	
Latent Fingerprint Index Card	158.65
Latent Print Envelope	133.55
Envelope	228.95
Offense/Incident Reports-front and back	618.85
Offense Reports-Narrative	629.50
Operation Child Safeguard 17x22" Poster:	580.25

HIDALGO COUNTY
MODIFIED EXHIBIT B1-BID PAGE
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

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F.O.B. INSIDE DELIVERY √ **THIRD PARTY DELIVERY** _____

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Interview Selection Form	400.50

HIDALGO COUNTY
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"PRINTED ITEMS AND RELATED SUPPLIES"
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Vehicle Impoundment	434.90
Official Receipt For Constables Fees	227.95

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	Gateway
CONSTABLE PRECINCT No 2	
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HIDALGO COUNTY
MODIFIED EXHIBIT B1-BID PAGE
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

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	Gateway
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Application For Emergency Commitment	196.15

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	Gateway
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Letterhead Paper	632.75
Envelopes W/Logo	169.35
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Latent Fingerprint Index Card	158.65
Latent Print Envelope	133.55
Envelope	228.95
Offense/Incident Reports-front and back	618.85
Offense Reports-Narrative	629.50
Operation Child Safeguard 17x22" Poster:	580.25

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO CONTRACT #C-12-008B-03-20
PRINTED ITEMS AND RELATED SUPPLIES

This **AMENDMENT** to the CONTRACT is made this **3rd day** of **March of 2015** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **E.A. STONE DBA GULF DATA PRODCUCTS,** (the "COMPANY").

WHEREAS, County and Company entered into a Contract on **March 20, 2012** (the "CONTRACT") in which the Company agrees to provide printed items and related supplies as described in the Contract;

WHEREAS, the County's awarded vendor who provided services refuses to supply required insurances to County and County requires services from Company from another vendor;

WHEREAS, the Company agrees to honor and hold the prices as detailed under "Exhibit B1-Modified Bid Page-Additional Items" of contract; and

WHEREAS, the parties have now determined to amend the Contract to include certain items from County's other awarded vendor.

NOW THEREFORE, for and in consideration of the additional items by Company specified in Exhibit B1-Modified Bid Page-Additional Items, County and Company hereby mutually agree to the following Amendment to the Contract:

1. Exhibit "B"-Bid Page the Contract is hereby deleted and the amended Exhibit B1-Modified Bid Page-Additional Items attached hereof as Exhibit is substituted in lieu thereof;

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. County and Company ratify and confirm the terms and provisions of the Contract 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

COMPANY:

_____
E.A. Stone dba Gulf Data Products

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By:_____
Stephen L. Crain

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

FW: Amendment to Original Contract-C-12-008-03-20 with Gateway Printing & Office Supplies

From : Marynel Trevino <mntrevino@atlashall.com> Tue, Feb 17, 2015 04:12 PM
Subject : FW: Amendment to Original Contract-C-12-008-03-20 with Gateway Printing & Office Supplies
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

As per Mr. Crain the amendment is fine.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, February 17, 2015 4:11 PM
To: 'Marynel Trevino'
Subject: RE: Amendment to Original Contract-C-12-008-03-20 with Gateway Printing & Office Supplies

The amendment is fine.

From: Marynel Trevino [mailto:mntrevino@atlashall.com]
Sent: Tuesday, February 17, 2015 1:07 PM
To: 'Steve Crain'
Subject: FW: Amendment to Original Contract-C-12-008-03-20 with Gateway Printing & Office Supplies

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From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, February 17, 2015 12:58 PM
To: Marynel Trevino
Subject: Re: Amendment to Original Contract-C-12-008-03-20 with Gateway Printing & Office Supplies

Hello Marynel;
Enjoying this weather....listen, attached is the other amendment with the other multiple awarded vendor "Gulf Data" which is the same as with Gateway. Since Mr. Crain approved the one with Gateway (see below); I need for him to review this one with Gulf Data for his review as to form for approval also. This will allow me to proceed with the agenda item with supporting documentation.

And as always, thank you.

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Marynel Trevino" <mntrevino@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Friday, February 13, 2015 1:46:48 PM
Subject: FW: Amendment to Original Contract-C-12-008-03-20 with Gateway Printing &

HIDALGO COUNTY
MODIFIED EXHIBIT B1 BID PAGE
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

METHOD OF DELIVERY:

F.O.B. INSIDE DELIVERY Gulf Data **THIRD PARTY DELIVERY** _____

COMMODITY CODE PRINTING: 966

Description	Gulf Data
ADULT PROBATION DEPARTMENT	
Appointment Cards	336.00
Probationer Acknowledgment Form	55.00
Initial Assessment Form	59.00
Court Information Form	48.00
Community Service Restitution ID Card	244.00
Court Notes	55.00
Community Service Restitution Program Rules	59.00
Authorization To Release Information	56.00
Family History Information	177.00
Field Visit Log	59.00
Gun Control Act	69.00
Guidelines For Payment To The Acct. Dept.	183.00
Home Visit Cards	87.00
Intake Checklist	68.01
Leave Request	59.00
Intake Appt. Referral	102.00
Monthly Report (By Mail)	102.00
Monthly Report (In Person)	68.01
Office Rules And Regulations	102.00
Probationer Acknowledgment Form	59.00
Personal Data Form	74.00
Probationer Monthly Report Sign-In-Ledger	48.00
Payment Schedule	64.50
Receptionists' Slips	51.00
Records Control Unit Processing Checklist	68.01
R.C.U. Intake File Tracking Form	68.01
Referral Cards	95.00
Reassessment Form -	59.00
TCIC/NCIC Request	31.00
Scanning Checklist	69.00
TEAS DPS Inquiry Log	80.00
Telephone Message	80.00
Travel Permit Slips	99.00
Telephone Log-	52.50
Website Log	57.00
Envelopes W/Logo	76.00
Envelopes W/Logo	76.00
Pre-Numbered Receipts	2700.00

HIDALGO COUNTY
MODIFIED EXHIBIT B1 BID PAGE
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description		PRICES Gulf Data
COUNTY CLERKS OFFICE:		
Business Cards **Single sided**		136.00
Envelopes W/Logo with window		1275.00
Letterhead Paper		825.00
Assumed Name Certificate		323.40
Newly Wed Letter		405.00
Birth/Marriage Envelopes		1380.00
Booklet Envelopes	with peel	2100.00
	without peel	1740.00

Description	PRICES Gulf Data
H.I.D.T.A. TASK FORCE:	
Envelopes W/Logo	316.00
Business Cards	34.00
Mailing Labels	129.00
Vehicle Impoundment Report	95.00
Receipt For Forms	75.00
Investigative File Jacket (Light Blue)	687.00
Investigative File Jacket (Canary Yellow)	687.00
Dividers Multi-Color	492.00

Description	PRICES Gulf Data
HUMAN RESOURCES:	
Business Cards	38.00
Envelopes W/Logo	424.00
Interview Worksheet	101.00
Letterhead Paper	1380.00
Drainage District #1 Application	502.00
County Of Hidalgo Application	1070.00
Sheriff Department Application	2845.00
Sick Leave Donation Form	88.00

Description		PRICES Gulf Data
JUVENILE JUSTICE CENTER		
Letterhead Paper		696.00
Visitor's Labels		154.00
Mailing Labels		335.00
Business Cards	500	34.00

HIDALGO COUNTY
MODIFIED EXHIBIT B1 BID PAGE
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

	1000	38.00
Envelopes W/Logo		340.00

Description		PRICES Gulf Data
PLANNING DEPARTMENT		
Approved Application	Pct 1=2650	137.80
	Pct 2= 300	29.70
	Pct 3=2650	137.80
	Pct 4=2650	137.80
Receipt Book: Starting No. Pct 1 No. 1-187001-1		423.90
Receipt Books Starting No. Pct 3 No. 3-39701-3		423.90

Description	Gulf Data
TREASURER'S OFFICE	
Letterhead Paper	159.00
Business Cards	29.00
Envelopes W/Logo	295.00
Large Window Envelope	1025.00

Description	Gulf Data
TAX OFFICE	
Business Cards	45.00
Business Cards	34.00
Envelopes W/Logo #10	82.05
Envelopes W/Logo #9	180.00
Envelopes W/Logo #10	580.00
Envelopes W/Logo #10	1770.00
Envelopes W/Logo #9	980.00
Envelope---4 1/8" x 9 ½"	175.00
AUTOMOBILE DEPT PLUS ALL SUBSTATIONS	
Business Cards	34.00
Envelopes W/Logo	247.50
Envelopes W/Logo	700.00
Envelopes W/Logo	1170.00
County Liquor Permit Rect:	82.35
Refund Slips	88.50

HIDALGO COUNTY
MODIFIED EXHIBIT B1 BID PAGE
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	Gulf Data
COMMISSIONER PRECINCT 3	
Business Cards	99.00
Letterhead Paper - 8.5" X 11", #20 Fine quality	220.00
Envelopes W/Logo	49.00
Landfill Form- Legal Size Paper	146.50
Parking Permit	117.00

Description		Gulf Data
139TH DISTRICT COURT:		
Business Cards	foil seal	396.00
	ink seal	136.00
Letterhead Paper		352.00
Order Of Release/Order Of Commitment		306.00

Description	Gulf Data
206TH DISTRICT COURT:	
Order Of Release/Order Of Commitment	306.00
Business Cards	42.00
Juror Tags	111.86

Description	Gulf Data
332TH DISTRICT COURT	
Business Cards	34.00
Instructions to Jurors in Civil Cases	82.00
Letterhead Paper	88.00
Order Of Release/Order Of Commitment	379.00
Order Of Referral For Mediation:	113.00

Description	Gulf Data
370TH DISTRICT COURT	
Letterhead Paper	88.00
Envelopes W/Logo	155.00

HIDALGO COUNTY
MODIFIED EXHIBIT B1 BID PAGE
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	PRICES Gulf Data
389TH DISTRICT COURT	
Letterhead	124.00
Business Cards	37.00
Envelopes W/Logo	155.00
Order Of Release/Order Of Commitment	189.00
Certificate of Appreciation	301.00

Description	PRICES Gulf Data
398th DISTRICT COURT	
Letterhead Paper - 8.5" X 11", #20 Fine quality Bond Paper,	498.00
Business Cards	105.00
Envelopes W/Logo	624.00
Order Of Release/Order Of Commitment	441.00

Description		PRICES Gulf Data
430TH DISTRICT COURT		
Letterhead		124.00
Business Cards	500 Foil	104.00
	500 Ink	34.00

Description	PRICES Gulf Data
CONSTABLE PRECINCT No 1	
Field Contact Card – Index Card	59.00
Building Check Card	37.95
Hidalgo County Constable Pct. 1 Warning Book	560.00
Ticket Book	1070.00

HIDALGO COUNTY
MODIFIED EXHIBIT B1 BID PAGE
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	PRICES Gulf Date
CONSTABLE PRECINCT No 2	
Business Cards – 3 ½" x 2", Black Card w/ Gold Lettering	417.00
Business Cards - 3½" X 2", Black ink Raised Lettering,	188.00
Envelopes W/Constable Logo	80.00
Warning Flyers	2476.00
Advertencia Flyer	2476.00

Description	PRICES Gulf Data
CONSTABLE PRECINCT No. 3:	
Envelopes W/Constable Logo	90.00
Vehicle Impoundment	136.50
Business Cards	34.00
Business Cards	78.00
Ticket Book	278.80
Official Receipt For Constables Fees	118.00

Description	PRICES Gulf Data
PUBLIC DEFENDER'S OFFICE	
Business Cards	646.00

Description	PRICES Gulf Data
JUSTICE OF THE PEACE PRECINCT 1 PLACE 1	
Magistrate's Warning	46.00
Community Hours Form	46.00
Plaintiff's Original Petition Form	89.00
Instructions For Filing Suit Form	89.00
Letterhead Paper	45.50
Business Cards	88.00
Envelopes W/Logo - no window,	45.00
Envelopes W/Logo - with window	65.10
Printed Envelope	60.60

Description	PRICES

HIDALGO COUNTY
MODIFIED EXHIBIT B1 BID PAGE
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

	Gulf Data
DISTRICT ATTORNEY	
Letterhead Paper - #20 Fine quality Bond Paper	117.25
Manila Folder- Special die cut end	2690.00
Business Cards -	34.00
Authorization For Medico legal Examination	159.00
Envelopes W/Logo - (Checks Department)	182.50
Envelopes W/Logo - (Misdemeanor Department)	342.50
Envelopes W/Logo - Standard	132.00
Victim Impact Statement	320.00
Check Receipt	121.00
Check Writer Flyers	98.00
Misdemeanor Complaints	857.00
Criminal Manila Folders- Legal Size	2690.00

Description	PRICES Gulf Data
COUNTY COURT LAW #4 (JUDGE FRED GARZA)	
Letterhead Paper	279.00
Envelopes W/Logo	59.00
Business Cards	37.00
Certificate of Appreciation	1079.00

Description	PRICES Gulf Data
COUNTY COURT # 6 (JUDGE ALBERT GARCIA)	
Letterhead Paper,	450.00
Envelopes W/Logo	155.00
Business Cards	37.00

Description	PRICES Gulf Data
COUNTY COURT # 7 (JUDGE ROLANDO CANTU)	
Business Cards	37.00

Description	PRICES Gulf Data
DISTRICT CLERKS	
Business Cards	3120.00
Business Cards	104.00
Envelopes W/Seal- With Window	1863.60
Envelopes W/Seal , No Windows	1668.00

HIDALGO COUNTY
MODIFIED EXHIBIT B1 BID PAGE
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	PRICES
	Gulf Data
JAIL DEPARTMENT	
Inmate Request Forms-	1737.00
Bail Bond Fee Refund Forms	99.00

Description	PRICES
	Gulf Data
LAW ENFORCEMENT	
Administrative Action Form	415.00
Evidence Cards	102.00
Evidence/Inventory Control Report	198.00
Civil And Warrants Writ Of Possession Notice	217.00
Name Placement Card	107.00
Sheriff Badge Stickers	265.00
Child ID Card	635.00
Operation Child Safeguard Flyers	394.00
Recruitment Flyer	479.00
Official Photograph	101.00
Business Cards –1 sided	45.00
Business Cards – 2 sided front and back	59.00
Citation Books	981.25
Time Earned/Absence Request Form-	595.00
Field Interview Cards	159.00
Impound Books	297.50
Maintenance Books–	485.00
Offense Reports-Property Reporting	213.00
Victim's Bill of Rights Pamphlet	210.00
Inmate Trust Receipt Book	1090.00
DIC-24 Statutory Warning	29.00
DIC-25 Notice of Suspension Temp. Driving Permit	29.00
Motor Pool Service Request	44.00
Motor Pool Service Request sticker	73.00
The State of Texas Statement of Elected/ Appointed Officer	65.10
Deputation	102.00

HIDALGO COUNTY
MODIFIED EXHIBIT B1 BID PAGE
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	PRICES Gulf Data
HEALTH AND HUMAN SERVICES	
Envelopes W/Logo	240.00
Letterhead Paper	909.00
Receipt Books	10.90 per book
Application For On-Site Sewage Facilities	205.00
Technical Information For On-Site	205.00
Authorization To Construction-	205.00
Soil Evaluation Report Information	89.00
Food Service Inspection Report	338.00
On Site Sewage Inspection Report	303.00
Services Offered Pamphlet –English	507.00
Services Offered Pamphlet –Spanish	507.00
Keep Your Germs To Yourself-English	58.00
Contenga Sus Gérmenes-Spanish	58.00
Stop The Flu	58.00
Alto A La Gripe	58.00

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 6, 2015

Gateway Printing & Office Supply, Inc.
Attn: JUNIOR CORDERO
315 S. Closer
Edinburg, Texas 78539

Via Email: junior@gatewayp.com

Re: Sixty-Day Extension for "Printed Items and Related Supplies"
Extended Contract #E-14-103-03-18 (Original Contract #C-12-008-03-20)

Dear Mr. Cordero

Commissioners' Court will take applicable action **(Tuesday, March 3, 2015)** in connection with the Hidalgo County's option to exercise the **sixty (60) day grace period** for the current agreement in place while procurement process is completed and processed, at the same rate, term and conditions.

Please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, March 3, 2015** for discussion, consideration and action, by signing below and returning to the Purchasing Department so as to attach to agenda item for approval, by no later than **3:00 p.m., Wednesday, February 11, 2015 and or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Sonia Maeria Date: 2/9/2015

Additionally, I am requesting for an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), as current one on file will expire on March 3, 2015.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-008-03-20

THIS CONTRACT is made and entered into this **20th Day** of **March**, **2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **GATEWAY PRINTING & OFFICE SUPPLY D/B/A JONES COOK STATIONERS, A TEXAS CORPORATION** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"PRINTING SERVICES AND RELATED SUPPLIES"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not

extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **April 16, 2012** and ending on **April 15, 2013.** Hidalgo County at its sole discretion elect, to extend the term of this Contract for two (2) - one (1) year terms at the same rates, terms and conditions and may further extend this Contract an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads

and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or 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** **1615 South Closner, Suite J** **Edinburg, Texas 78539**
If to Company	**Gateway Printing & Office Supply, Inc.** **d/b/a Jones Cook Stationers** **315 S. Closner** **Edinburg, Texas 78539**

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of

services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

17. 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.

18. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this 30 day of March, 2012.

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY: GATEWAY Printing & Office Supply, Inc

By: Junior Cordero

Printed Name: Junior Cordero

Title: Account Manager

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: 03/20/12

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

December 12, 2011

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –**"Printing Services & Related Supplies"**
Bid No: 2012-008-01-04-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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

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
"PRINTING SERVICES & RELATED SUPPLIES"
Bid No: 2012-008-01-04-MEG

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 __17__ pages.
4. Exhibit "B" Bid Page consisting of __11__ 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, consisting of __1__ of page.
9. Draft Requirements Agreement, consisting of __8__ pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

December 12, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2012-008-01-04-MEG **Buyer: Elena Gomez Tel. No: (956) 318-2626 Ext. 4855**

REQUEST FOR BIDS

HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"

BID OPENING DATE:
JANUARY 04, 2012

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

1. Sealed bids will be received for **HIDALGO COUNTY–"PRINTING SERVICES & RELATED SUPPLIES"** 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: **RFB-2012-008-01-04-MEG HIDALGO COUNTY–"PRINTING SERVICES & RELATED SUPPLIES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281-New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, JANUARY 04, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2012-008-01-04-MEG HIDALGO COUNTY–"PRINTING SERVICES & RELATED SUPPLIES".**

   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–"PRINTING SERVICES &**

RELATED SUPPLIES" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**JANUARY 04, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

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 there under, 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 (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or

damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in HIDALGO COUNTY, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.:2012-008-01-04-MEG

To: 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

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: _____

HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2012-008-01-04-MEG

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Printing Services & Related Supplies" in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Vendor shall furnish all materials and supplies necessary to execute the specifiedservices. These services will be on an "As Needed Basis".

Specifications:
Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

Samples/Demos/Proofs: Upon requesting, samples/demos and/or proofs shall be furnished to Hidalgo County at no additional cost, for approval prior to printing.

- **Samples:** Will be provided to Hidalgo County designee, prior to printing for approval by Department.
- **Proofs:** Must be supplied prior to printing at no additional cost to the Hidalgo County. The proof shall then be dated, signed by Hidalgo County and returned to vendor for printing.

Pick-up and Delivery Requirements: Successful bidder shall pick-up orders at Hidalgo County designated Department(s), if requested by Department and shall deliver all completed work to the address listed herein. Inside delivery locations will be stated on each Hidalgo County Purchase Order. Inside delivery shall be included in the bid price. If the vendor choices to transport by a third party delivery, it must be stated under the method of delivery.

Pricing: All pricing submitted shall be inclusive of all reproduction costs to produce a complete and ready to use product. Any costs associated with the following: additional set-up fees, change fees, typesetting fees or delivery fees must be included in the bid prices. Hidalgo County will not accept or pay additional costs such as mentioned above.

Paper Stock: Paper stock shall be the same or better stock quality as sample provided.

Packaging: Packaging of forms shall be boxed in quantities standard to the industry. All packages shall be marked with form number and Hidalgo County purchase order number on outside.

Sample Review: This printing includes various items and forms. Bidder shall assume sole responsibility for viewing these samples in order to submit a bid consistent with requirements of the County. Failure to do so may result in rejection of bid. Bidders are strongly encouraged to review the samples prior to submitting a bid. **Bidder wishing to view forms before submitting a bid may do so by requesting an appointment via E-mail to: Elena.gomez@co.hidalgo.tx.us**. Or by coming to the Pre-Bid Conference shown on the last page of this bid, when discrepancy occurs between specifications and sample, the sample shall prevail.

It is not necessary for bidders to submit bids for all sections to be considered for an award. However, bidder is expected to submit pricing for all items within each section that the bidder chooses to respond, in order to be considered for award for that particular section.

Over runs: Hidalgo County shall not pay for over-runs. Vendor is cautioned to provide only the quantity of print copies as stated on the Purchase Order. Any over-runs delivered to the County shall be considered as a donation and no additional fees will be allowed and/or paid.

CD –Samples of most of the printing forms will be provided to all bidders in a CD File for your review and consideration. Specifications: Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

General Requirements: The following are the minimum requirements and/or specifications that will be

acceptable by the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

- Materials must be available for pick-up and/or delivery to the various locations in Hidalgo County during normal working hours, Monday through Friday
- All items must be shipped **F.O.B. INSIDE DELIVERY**
- If the vendor choices to transport by a third party delivery, it must be stated under the method of delivery on Exhibit B.
- All purchases will be on an **"As Needed Basis"**, there are no set quantities to be purchased.
- All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
- All costs and expenses associated with the preparation and submission of bids shall be the Responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.
- BID PAGE - Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable, for not applicable please type/write in N/A on the form. INCOMPLETE submittals shall be considered a probable cause for disqualification.
- Vendor should match the sample as much as possible

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

4. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

5. 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.

6. 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.

7. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

8. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

9. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10. 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

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 rediction, 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 andduring 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
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2012-008-01-04-MEG

PRE-BID CONFERENCE

A pre-bid conference will be held on **Monday December 19, 2011 at 9:30 A.M.** In Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements or/and view the sample if necessary. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

Hidalgo County is requesting that any andall questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO Elena.gomez@co.hidalgo.tx.us by no later than Monday December 19, 2011 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than Thursday December 22, 2011 @ 5:00 P.M.

	Description	Quantity	Special Instructions
	PURCHASING DEPARTMENT		
1	TERMS AND CONDITIONS PAPER: for PO's 28lbs paper printed in black on one side only	30,000 per order	

	Description	Quantity	Special Instructions
	ADULT PROBATION DEPARTMENT		
1	**Appointment Cards** - 8½" X 11" Page Size, black ink printing w/black ink logo, 6 cards per page, 110 lb. paper, double sided print cut into 6 cards	6,000 per year	
2	**Probationer Acknowledgment Form**- 8½" X 11" Page Size, Single sided print, black ink printing	2,000 per year	
3	**Initial Assessment Form** - Legal Size Paper 8½" x 14", Double sided print, black ink printing,	1,000 per year	
4	**Court Information Form** - 8½" X 11" Page Size, Double sided print, black ink printing	1,200 per year	
5	**Community Service Restitution ID Card** - 8½" X 11" Page Size, 110 lb. paper 4 cards per page, Black ink printing, double sided print, cut into 4 cards	4,000 per year	
6	**Court Notes** - 8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
7	**Community Service Restitution Program Rules** - 8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
8	**Authorization To Release Information** -8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
9	**Employment Search Forms** -8½" X 11" Page Size, single sided print, black ink printing	1,000 per year	
10	**Family History Information** -8½" X 11" Page Size, Double sided print, black ink printing	6,000 per year	
11	**Field Visit Log** - 8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
12	**Gun Control Act** - 8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
13	**Guidelines For Payment To The Acct. Dept.**- 8½" X 11" Page Size, Double sided print, black ink printing	6,000 per year	
14	**Home Visit Cards** - 8½" X 11" Page Size, Double sided print, black ink printing, 110 lb. paper, 6 cards per page, cut into 6 cards	1,000 per year	

15	**Intake Checklist** - 8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
16	**Leave Request** - 8½" X 11" Page Size, single sided print, black ink printing (not cut)	2,000 per year	
17	**Intake Appt. Referral** -8½" X 11" Page Size, Double sided print, black ink printing	3,000 per year	
18	**Monthly Report (By Mail)** -8½" X 11" Page Size, Double sided print, black ink printing English/Spanish	3,000 per year	
19	**Monthly Report (In Person)** -8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
20	**Office Rules And Regulations** - 8½" X 11" Page Size, Double sided print, black ink printing	3,000 per year	
21	**Probationer Acknowledgment Form** -8½" X 11" Page Size, single sided print, black ink printing		
22	**Personal Data Form** - 8½" X 11" Page Size, Double sided print, black ink printing	2,000 per year	
23	**Probationer Monthly Report Sign-In-Ledger** -8½" X 11" Page Size, single sided print, black ink printing	1,000 per year	
24	**Payment Schedule** -8½" X 11" Page Size, Double sided print, black ink printing	1,500 per year	
25	**Receptionists' Slips** - 8½" X 11" Page Size, Double sided print, black ink printing, 8 slips per page, cut into 8 individual slips	1,000 per year	
26	**Records Control Unit Processing Checklist** - 8½" X 11" Page Size, single sided print, black ink printing (not cut)	3,000 per year	
27	**R.C.U. Intake File Tracking Form** - 8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
28	**Referral Cards** - 8½" X 14" Legal Page Size, single sided print, black ink printing, 110 lb paper, Green in color, 9 cards per page, cut into 9 cards	1,000 per year	
29	**Reassessment Form** - 8½" X 14" Legal Page Size, Double sided print, black ink printing	1,000 per year	
30	**TCIC/NCIC Request** - 8½" X 11" Page Size, single sided print, black ink printing	500 per year	
31	**Sign-In Roster** - 8½" X 14" Legal Page Size, single sided print, black ink printing	500 per year	
32	**Scanning Checklist** - 8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
33	**TEAS DPS Inquiry Log** -8½" X 11" Page Size, single sided print, black ink printing	4,000 per year	
34	**Telephone Message** - 8½" X 11" Page Size, single sided print, black ink printing, 4 messages per page, not cut	4,000 per year	
35	**Travel Permit Slips** - 8½" X 11" Page Size, Double sided print, black ink printing, 4 permits per page, not cut	3,000 per year	
36	**Telephone Log**- 8½" X 11" Page Size, single sided print, black ink printing	1,500 per year	
37	**Website Log** - 8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
38	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with no window	4 boxes of 500	
39	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with window.	4 boxes of 500	
40	Pre-Numbered Receipts – 9 ½" x 11" Paper size, continuous feed paper, letters and numbers in red ink print	60,000 per year	Starting № AP 745406

HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2012-008-01-04-MEG

	Description	Quantity	Special Instructions
	COUNTY AUDITORS OFFICE:		
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper, one sided print, flat black ink print, watermark gray seal w/ light, dark gray and black shading 500 per **ream**	2 reams of 500	
2	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper, one sided print, flat, w/gray watermark seal 500 per ream	2 reams of 500	

	Description	Quantity	Special Instructions
	COUNTY CLERKS OFFICE:		
1	**Recreational Fishing Regulations Cards**-3½" X 2", Double sided print, black, blue, red, green ink, shading – light blue	1,000	
2	**Recreational Hunting Regulations Cards** - 3½" X 2", Double sided print, black, blue, red, green ink, shading – light blue	1,000	
3	**Business Cards** - - 3½" X 2", Blue and red ink Raised Lettering, w/ blue Raised Seal and lettering, Single sided print-500 per box, landscape layout		Logo will change
4	**Business Cards** - - 3½" X 2", Blue and red ink Raised Lettering, w/blue Raised Seal and lettering, Single sided print-500 per box, landscape layout		Logo will change
5	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue and red print, w/ blue flat print seal 500 per box, with window	40 boxes of 500 per box	Logo will change
6	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue and red print, w/ blue flat print seal 500 per box, plain with no window	40 boxes of 500 per box	Logo will change
7	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with window	40 boxes of 500 per box	Logo will change
8	**Letterhead Paper** - 8.5" X 11", #20 Fine quality White Bond Paper, one sided print, flat print blue/red ink, blue seal w/blue flat lettering, 500 per ream, Watermark seal	30 reams of 500 sheets	Logo will change
9	**Certificate Of Withdrawal From Business**-- 8.5" X 11", Black ink printing, blue border, Fine quality bond paper	10,500 ea	Will stay the same
10	**Assumed Name Certificate**- 8.5" X 11" Form, Black border, Black ink printing, Double sided print, fine quality bond paper	10,500 ea	Will stay the same
11	**Newly Wed Letter**-- 8.5" X 11", Fine quality bond paper, Blue/Red/Black ink, double sided, flat print with/watermark seal**** English & Spanish (front and Back)	10,000ea	Logo will change
12	**Scratch Pads** – 7" X 4 ¼" –Note pad,	500 pads of	
13	**Birth/Marriage Envelopes**- Custom Design, Printed gold ink one side , White crushed marble stock, Finished Size : 4" x 9.5" closed after printing , Folded and glued	6,000	
14	**Booklet Envelopes**--9½" x 12" Booklet Envelopes,28# White Stock, **With or without peel** and stick feature ,Printed two (2) color Special Window	6,000 per order	

	Description	Quantity	Special Instructions
	H.I.B.T.A. TASK FORCE:		
1	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, raised black print, w/gold raised ink seal 500 per box, with window	4 boxes of 500	
2	**Letterhead Paper** - -- 8.5" X 11", Fine quality paper, Raised lettering, black ink, gold raised seal 500 per ream	4 reams of 500	
3	**Business Cards** -3½" X 2", Black ink Raised print, w/ gold raised seal, Single sided print-500 per box, landscape layout	1 box of 500 Per each	9 people

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4	**Mailing Labels** – 3"X4" flat print, black ink w/gold foil stamp, 500 per roll	Needed every other year	
5	**Vehicle Impoundment Report** - 8.5" X 11" Page size, 3-part NCR, Paper Sequence: White, Canary Yellow and Pink, black ink flat print, one sided print	500	
6	**Receipt For Forms** -8.5" X 11" Page size, 2-part NCR, Paper sequence: White and Canary Yellow, Black ink flat print, one sided print	500	
7	**Investigative File Jacket** – 9"X13" Page size, Light Blue Tag Board, Black ink front & back of front cover back page blank w/ two hole punch on top (centered)		
8	**Investigative File Jacket** – 9"X13" Page size, Canary Yellow Tag Board, Black ink front & back of front cover page only back page blank w/ two hole punch on top (centered)		
9	**Dividers Multi-Color** – 9"x11" - 8 Tab Dividers per set, labeled, Multi Color	400 sets purchase yearly	
10	**Name Plate** – Wood Base, w/Black, brass double mounted, w/2 seals , w/name and title	On as needed basis	

	Description	Quantity	Special Instructions
	HUMAN RESOURCES:		
1	**Business Cards** - - 3½" X 2", Blue ink Raised Lettering, w/ gold foil stamp w/blue Raised lettering, Single sided print-500 per box, landscape layout	500 per box	6 people/ 1 box per ea
2	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue, w/ gold foil stamp seal 500 per box, plain with no window	4 boxes of 500 ea box	
3	**Interview Worksheet** -- 8.5" X 11" Black ink printing, single sided	5,000 ea	
4	**Interview Selection Form**-- 8.5" X 11" Black ink printing, gold seal w/black lettering	5,000 ea	
5	**Letterhead Paper** -- 8.5" X 11", Fine quality bond paper, blue lettering w/ gold foil stamp w/blue lettering, w/watermark print, 500 per ream	20 reams of 500	
6	**Drainage District #1 Application** -- 8.5" X 11" page, White paper, double sided print, 2 sheet application, all black ink printing, minor gray shading	4,000 ea page	2 pages double sided print
7	**County Of Hidalgo Application**-- 8.5" X 11" Page, White Paper, double sided print, 2 sheet application, all black ink printing, minor gray shading	12,000 ea page	2 pages double sided print
8	**Sheriff Department Application** - - 8.5" X 11" Page, White Paper, Single sided print, all black ink printing, 10 pages,	10,000 ea page	
9	**Sick Leave Donation Form**-- 8.5" X 11" Page, black ink printing, Single sided print, 4,000	4,000	
10	**Hidalgo County Employee Manuals** - 8.5" X 11" Page, Single sided black ink print, w/clear plastic cover page front and back in blue paper, white plastic comb binding	3,500	158 page Manual w/Blue Cover Page front & back
11	**Hidalgo County Personnel Policy Manual**-8.5" X 11" Page, w/4 index tab dividers per book, double sided black print for 54 pages, single sided print for 54 pages	1,500	106 page manual w/ Tan Color Cover & Back Page

	Description	Quantity	Special Instructions
	JUVENILE JUSTICE CENTER		
1	LETTERHEAD PAPER - 8.5" X 11", #20 Fine quality White Bond Paper, one side print, flat print blue, foil gold seal w/ blue, flat lettering, 500 per ream	10 reams	Light Blue shading
2	VISITOR'S LABELS- 4 ¼" x 3 ¼" White, Blue Flat Print, w/ Gold Foil Logo w/ blue lettering, 6 self peel labels per page		

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3	**MAILING LABELS**- 4 ¼" X 3 ¼" White, blue Flat Print, w/ Gold Foil		
4	**Business Cards** - - 3½" X 2", Blue ink Raised Lettering, w/Blue and Gold Raised Seal w/ blue lettering, Single sided print-500 per box, landscape layout		
5	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue lettering, w/ foil gold seal w/blue flat lettering seal 500 per box, Plain no window envelope		
6	**Policy And Procedures Manual** - 8.5" X 11", 241 Sheets per book, w/Navy Blue 3 Ring Binder w/Clear Front, with 23 Tabs in each book		
7	**Annual Report** 8.5" X 11" White Bond Paper, w/Blue Flat Print on cover stock. Plastic comb binding, front and back black ink printing,		

	Description	Quantity	Special Instructions
	PLANNING DEPARTMENT:		
1	**Approved Application** – 5 ½" X 8 ½" –**Development** Permit Posted Cards: Florescent Lemon Color, 10 point thickness, **90lb card stock, white back,** Numbered, Black ink w/Gray Watermark Seal	Pct 1=2650	Starting No. 9295
		Pct 2= 300	Starting No. 1356
		Pct 3=2650	Starting No. 12981
		Pct 4=2650	Starting No. 12453
2	**Receipt Books** - 5 ½" X 8 ½"-3-Part NCR, **20 lb Paper** Sequence White, Canary, Yellow & Pink, 50 pages per book 2 Receipts per page, Die cut (tear out receipt) Each page paper copy white- Customer Copy, Canary Copy – **Auditor's Copy** and Pink Copy – Office Copy	27 Books of 100/Receipts Per book	Starting № Precinct 1 RECEIPT № 1-187001-1
3	**Receipt Books** - 5 ½" X 8 ½"-3-Part NCR, **20 lb Paper** Sequence White, Canary, Yellow & Pink, 50 pages per book 2 Receipts per page, Die cut (tear out receipt) Ea paper copy white-Customer Copy, Canary Copy – Auditor's Copy and Pink Copy – Office Copy	66 Books of 100/Receipts Per book	Starting № Precinct 2 RECEIPT № 2-70980-2/4
4	**Receipt Books** - 5 ½" X 8 ½"-3-Part NCR, **20 lb Paper** Sequence White, Canary, Yellow & Pink, 50 pages per book 2 Receipts per page, Die cut (tear out receipt) Ea paper copy white-Customer Copy, Canary Copy – Auditor's Copy and Pink Copy – Office Copy	27 Books of 100/Receipts per book	Starting № Precinct 3 RECEIPT № 3-39701-3
5	**Culvert Installation Work Order**- 8.5" X 11", 4 Part NCR, Paper Sequence-White, Canary Yellow, Pink and Green, Pre-numbered, Routing White-Customer Copy, Canary Yellow-Auditor's Copy, Pink- Office Copy, Green-Permanent Copy	12 Books / 25 Work orders per bk	Pre-numbered Starting № 0002151

	Description	Quantity	Special Instructions
	TREASURER'S OFFICE:		
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper, one sided print, flat GREEN ink print, foil gold seal w/ green flat lettering 500 per ream	1 ream of 500	
2	**Business Cards** - - 3½" X 2", GREEN ink Raised Lettering, w/ GREEN and Gold Raised Seal w/ GREEN lettering, Single sided print-250 per box, landscape layout	500 per box	
3	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat GREEN lettering, w/ GREEN and gold seal w/ GREEN flat lettering seal 500 per box, with window	25- boxes 500 per box	
4	**Large Window Envelope** 5 ½ x 8 ¾, 2 ¾" x 5 ½ " window ½" from left 5/8 from top on 20lb paper	5- boxes 500 per box	

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	Description	Quantity	Special Instructions
	TAX OFFICE		
	TAX ASSESSOR COLLECTOR		
1	**Business Cards - -** 3½" X 2", Black ink Raised Lettering, w/ **gold raised** stamp w/gold Raised lettering, Single sided print- landscape **layout-- glossy**	1000 per order	
2	**Business Cards - -** 3½" X 2", Black ink Raised Lettering, w/ gold raised stamp w/gold Raised lettering, Single sided print- landscape layout-	500 per order	
3	**Letterhead Paper** -- 8.5" X 11", Fine quality bond paper, **black lettering** w/ gray watermark seal w/picture in various stages of gray shade, 500 per ream	5000	
4	-8.5X11 Bou ppr,bnd, recy, rio bond plain paper WITH WATERMARK	100	
5	**Envelopes W/Logo #10 -** Size 4 ⅛" x 9 ½", **Standard Envelopes, flat black** and red print, w/ black flat print seal 500 per box, with window, IMPORTANT OPEN AT ONCE	1500	
6	**Envelopes W/Logo #9 -** Size 3 7/8 x 8 7/8" return **envelopes, flat black** print, w/ black flat print seal 500 per box, plain with no window	5000	
7	**Envelopes W/Logo #10 -** Size 4 ⅛" x 9 ½", Standard Envelopes, **flat black** print, w/ black flat print seal 500 per box, with NO window **(TAX Assessor/Collector)**	20,000 per order	
8	**Envelopes W/Logo #10 -** Size 4 ⅛" x 9 ½", **Standard Window**, rev flap, 24# ww, diagonal seam, gym seal printed	60,000 per order	
9	**Envelopes W/Logo #9 -** Size 1 1/8 x 3 ½ , Envelopes, **flat black print**, w/ black flat print seal with window	20,000 per order	
10	**Deputation Form:-** 8.5 x 11.14 Rio Grande Valley bond white 24 # **2/2 black** & blue	250	
11	**Self Inking and Rubber Stamps:** Please see attached (3-5 each at a time)	5	
12	**Envelope---4 1/8"** x 9 ½" standard envelope #10 flat **black print w/ black flat** print w/blk print seal with window	5000	
	AUTOMOBILE DEPT PLUS ALL SUBSTATIONS		
1	**Business Cards - -** 3½" X 2", Black ink Raised Lettering, w/ gold raised stamp w/gold Raised lettering, Single sided print- landscape layout-	500 per order	
2	**Letterhead Paper** -- 8.5" X 11", Fine quality bond **paper, black lettering** w/ gray watermark seal w/picture in various stages of gray shade, 500 per ream	5,000	
3	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, **flat black print**, w/ black flat print seal 500 per box, without windows **(automobile License Dept)**	7500	
4	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat **black print**, w/ black flat print seal 500 per box, with no window**(Automobile License Dept)**	50 bxs of 500	
5	**Envelopes W/Logo -** 10 ½"x7 ½" Double-prong **metal clasp w/reinforced** eyelets for a secure closure Brown Clasp Envelopes/ 100 per box w/ **black ink printing and black** ink seal	10 bxs of 100	
6	**Envelopes W/Logo -** 12 ½" x6 ½" brown envelopes 500 **per box w/ black** ink printing and black ink seal w/gummed seal	10 bxs of 500	
7	**Deputation Cards-** 3.875 x 2.375 **index color** # 110 black	250	
8	**County Liquor Permit Rect:-** size 4 x 7.5 NCR 3 part white, canary, **pink #17** black	150	50 per pack
9	**Refund Slips** size 7 x 3.25 off set , white 50# black **padding with chipboard**	3000 per order	

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	Description	Quantity	Special Instructions
	COMMISSIONER PRECINCT 3		
1	**Business Cards** -- 3½" X 2", Ink -Black Raised Lettering, w/Gold Foil Seal , Single sided print, portrait business card layout, 500 per each	1box of 500	9 people 1 box per ea/Portrait Card Layout
2	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond White Linen Paper one sided print, raised blue ink print , gold foil stamp seal w/blue lettering, 500 sheets per ream	2 boxes/ of 500	
3	**Letterhead Paper** – 8.5" X 11", Linen Paper	2 boxes/ of 500	
4	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box	2 boxes / Of 500	
5	**Landfill Form**- Legal Size Paper 8½" x 14" - One sided print, Black ink, 100 sheets per tablet, Portrait Top glue bind	50 Tablets of /100 sheets per	Glue Bind Top Tablet
6	**Parking Permit**- 3½" x 5 ½" Single sided print, White paper w/red lettering, glue bind top, 50 sheets per booklet	12 / 50 sheets per	Glue Bind Top Booklet

	Description	Quantity	Special Instructions
	139TH DISTRICT COURT:		
1	**Business Cards** - 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	4 bxs. Of 500	
2	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat black ink print , gold ink foil stamp seal, 500 sheets per ream	4 reams of 500	
3	**Order Of Release/Order Of Commitment** – 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page only front and back print, 2nd and 3rd page front only (same as page 1)	2,000/3 part	Top Glue Bind
4	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, raised Print, black ink and Gold for seal 500 per box	2 boxes of 500	

	Description	Quantity	Special Instructions
	206TH DISTRICT COURT:		
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper, one sided print, raised black ink print , seal raised gold ink, 500 sheets per ream	2 reams of 500	
2	**Letterhead Paper** - 8.5" X 11" 25 % Cotton Paper		
3	**Order Of Release/Order Of Commitment** – 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page only front and back print, 2nd and 3rd page front only (same as page 1)	2,000/3 part	Top Glue Bind
4	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, raised Print, black ink and Gold for seal 500 per box	2 boxes of 500	
5	**Juror's Handbook Pamphlets** -17 ½" X 9", Flat Print Black Ink – Double Sided, 4 fold pamphlet, Light Blue Paper	1,000	
6	**Business Cards** - 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	1,000	
7	**Juror Tags** - 3½" x 2", Black flat Print, Red Paper Stock, Laminated w/thumb grip clip	14	

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	Description	Quantity	Special Instructions
	332TH DISTRICT COURT		
1	**Business Cards** - 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	500 per order	
2	**Instructions to Jurors in Civil Cases** 5 ½ x 7" folded in half printed in black front and back in and out of	2000 per order	
3	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes flat black Print, and flat black ink for seal	2500 per order	
4	**Letterhead Paper** - 8.5" X 11" 25 % Cotton Paper- flat Print, black/gray ink	1000 per order	
5	**Order Of Release/Order Of Commitment** – 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page **only** front and back print, 2nd and 3rd page front only 2nd page Yellow page and 3rd page in pink 2 hole punch on top	2500 per order	
6	**Order Of Referral For Mediation:** 8.5" X 11" 25 % Cotton Paper- Printed in front page in Black only	2000 per order	

	Description	Quantity	Special Instructions
	370TH DISTRICT COURT:		
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat black ink print , gold ink foil stamp seal, 500 sheets per ream	1000 per order	
2	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, raised Print, black ink and Gold for seal 500 per box	1000 per order	

	Description	Quantity	Special Instructions
	389TH DISTRICT COURT		
1	**Letterhead** 8.5" x 11" Cotton Paper		
2	**Business Cards** - 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout		
3	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, Ink – Black and Red raised Print, black ink with Gold seal		
4	**Order Of Release/Order Of Commitment** – 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page **only** front and back print, 2nd and 3rd page front only (same as page 1)		
5	**Certificate of Appreciation** – Gold in Blk letters		
6	**Juror's Handbook Pamphlets -17 ½" X 9"**, Flat Print Black Ink – Double Sided, 5 fold pamphlet, Light Yellow Paper		

	Description	Quantity	Special Instructions
	398th DISTRICT COURT		
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper, one sided print, raised black and red ink print , seal raised gold	6 reams of 500	
2	**Letterhead Paper** - 8.5" X 11", 25% Cotton Paper		
3	**Business Cards** - 3½" X 2", Ink -Black and Red Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	500 per box	5 people 1 bx per ea
4	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, Ink – Black and Red raised Print, black ink with Gold seal	6 boxes of 500	
5	**Order Of Release/Order Of Commitment** – 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page **only** front and back print, 2nd and 3rd page front only (same as page one)	3,000 3-Part	Top Glue Bind

	Description	Quantity	Special Instructions
	430TH DISTRICT COURT		
1	**Letterhead** 8.5" x 11" Cotton Paper #20 Fine quality **Bond Paper**, one sided print, raised BLUE ink print , seal raised gold ink, 500 sheets per ream	1000	
2	**Business Cards** - 3½" X 2", BLUE ink **Raised** Lettering, **w/Gold** Raised Seal , Single sided print, landscape layout	500	
3	**Business Cards** - 3½" X 2", BLUE **ink Raised Lettering** in the front w/Gold Raised Seal , DOUBLE sided flat print in the back , landscape layout	500	
4	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", **Standard Envelopes, Ink** – Black and Red raised Print, black ink with Gold seal	1000	
5	**Juror's Handbook Pamphlets** -17 ½" X 9", Flat **Print Black Ink** – Double Sided, 5 fold pamphlet, Light BLUE Paper	500	

	Description	Quantity	Special Instructions
	CONSTABLE PRECINCT No 1		
1	**Business Cards** – 3 ½" x 2", Blue Ink, **w/Watermark Seal (twelve** individuals) Single sided flat print, Landscape layout	500 per box	12 people/ 1 box per each
2	**Field Contact Card** – Index Card 5" x3",**Black Ink, Double** sided flat print, white stock card	2,000	
3	**Building Check Card** – 4 ½" x 5 ½" – Black **Ink, Single sided flat** Print w/2 Logos (black ink) white stock card	500 ea	
4	**Warning Card** – 4 ½" x 5½" – Black **Ink, Single** Sided **flat Print w/2** Logos (black ink) Neon Orange Stock Card: **ADHESIVE BACK**	2,000	
5	**Notice/Aviso – Door Hanger Card** 8 ½" **x 3 ¾" Black Ink,** Double Sided flat print (English one side/Spanish other side) Neon Yellow Card **Stock w/die cut**	5,000	
6	**Vehicle Impoundment** –Inventory Record – 7 ½" **x 5"**, 4 **Part NCR**, Paper Color Sequence- White, Canary Yellow, Pink and Golden **Rod, Black** Ink, **Single Sided flat print**, 25 sheets per book	100 bks of 25 sheets per bk	
7	**Hidalgo County Constable Pct. 1 Warning Book** – 6" x 4 ¼" -2 part white and canary yellow paper sequence, black ink single sided **flat print, 50 sheets** per book	200 bks of 50 pgs per bklt.	Top Glue Bind
8	**Ticket Book** – 5 ¼" x 7 ¾" – 4 Part NCR, **Paper Color Sequence**-White, canary yellow, pink and golden rod, double sided print, **black ink** flat print, **number sequence** in red ink, 50 sheets per book	200 books of 50 pages per bk	Starting # varies Top Bind
9	**Official Receipt For Constables Fees** – 3 **part NCR** – Paper **Color** Sequence – White, Canary Yellow, Pink, Black ink, single sided **flat print Number Sequence black** ink, three (3) Receipts per page, 100 sheets per book, Die cut (tear **out rcpt)**	10 books of 100 sheets per bk.	Starting Number varies Side Glue bind

	Description	Quantity	Special Instructions
	CONSTABLE PRECINCT No 2		
1	**Letterhead Paper** – 8.5" X 11", #20 **Bond Paper 92 Brightness** one sided print, flat Print, black/gray ink, watermark seal, 5,000 sheets **per box**	2 boxes of 5,000	
2	**Business** Cards – 3 ½" x 2", Black Card w/ Gold **Lettering w /Seal**, Single sided print, landscape layout	3 bxs of 1,000	
3	**Business** Cards - 3½" X 2", Black **ink** Raised **Lettering**, w/**Seal**, Single sided print, landscape layout	4 bxs of 1000	
4	Envelopes W/Constable Logo - Size 4 ⅛" x 9 ½", **Standard Envelopes**, Flat Print, Black Ink,	4 boxes of 500	

5	**Official Receipt For Constables Fees** – 3 part NCR – Paper Color Sequence – White, Canary Yellow, Pink, Black ink, single sided flat print Number Sequence black ink three (3) Receipts per page, 100 sheets per book, Die cut (tear out receipt)	20 books of 100 sheets per bk	Side Glue Bind
6	**Ticket Book** – 5 ¼" x 7 ¾" – 4 Part NCR, Paper Color Sequence- White, canary yellow, pink and golden rod, double sided print, black ink flat print, number sequence in red ink,	50 books of 20 sheets per bk	Top Bind
7	**Warning Flyers** - Size: 8 ½" x 11", Peel Stick, Neon Yellow, Black ink one sided flat print	4 boxes of 5,000	
8	**Advertencia Flyer**- Size 8 ½" x 11", Peel Stick, Limeade Green, Black ink one sided flat print	4 boxes of 5,000	

	Description	Quantity	Special Instructions
	CONSTABLE PRECINCT No. 3:		
1	**Letterhead Paper** – 8.5" X 11", #20 Bond Paper 92 Brightness one sided print, flat Print, 2 Color Ink (Blue/Gold),w/seal (gold/blue), 500 sheets per ream	4 reams per order	
2	**Notice/Aviso – Door Hanger Card** 8 ½" x 3 ¾" Black Ink, Double Sided flat print (English one side -Spanish other side) Neon Orange Card Stock w/die cut	2,000 per order	Double sided print English & Spanish
3	**Envelopes W/Constable Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, Flat Print, 2 color ink Blue and Gold, 2 color seal (Blue and Gold 500 per box	4 bxs /500 per order	
4	**Vehicle Impoundment** –Inventory Record – 7 ½" x 5", 4 Part NCR, Paper Color Sequence- White, Canary Yellow, Pink and Golden Rod, Black Ink, Single Sided flat print, 25 sheets per book	80/25 per bk per order	
5	**Business Cards** - 3½" X 2", Blue and Gold ink Raised Lettering, w/Seal two colors blue/gold, Single sided print, 500 per box, 8 individuals, landscape layout	250 per box per order	8 people/ 1 box per each
6	**Business Cards** - 3½" X 2", Blue and Gold ink Raised Lettering, w/Seal two colors blue/gold, Single sided print, landscape layout	2 boxes of 1000 per order	
7	**Warning Flyers** – Size 8 ½" x 11", Peel Stick, Neon Orange, Black Ink one sided flat print	750 sheets per order	
8	**Advertencia Flyers** – Size 8 ½" x 11", Peel Stick, Neon Limeade Green, Black Ink one sided flat print,	750 sheets per order	
9	**Warning Notice To Vacate** – Size 8½" x 11, Peel Stick, Neon Yellow, Black Ink one sided flat print,	750 sheets per order	
10	**Ticket Book** – 5 ¼" x 7 ¾" – 4 Part NCR, Paper Color Sequence- White, canary yellow, pink and golden rod, double sided print, black and red ink flat print, number sequence in red ink, 25 sheets per book,	40-booklets/ 25 sheets per bk per order	Starting № 6000 Top Glue Bind
11	**Official Receipt For Constables Fees** – 3 part NCR – Paper Color Sequence White, Canary Yellow, Pink, Black ink, single sided flat print Number Sequence black ink, three (3) Receipts per page, 100 sheets per book, Die cut (tear out receipt)		Starting Number 11162 Side Glue Bind

	Description	Quantity	Special Instructions
	PUBLIC DEFENDER'S OFFICE		
1	**Business Cards** - - 3½" X 2", Black ink Raised Lettering, w/ Raised Gold Seal and lettering, Single sided print-500 per box, landscape layout	19 boxes of 500	
2	**Letterhead Paper** - 8.5" X 11", #20 Fine quality White Bond Paper, one sided print, flat print blk, foil gold County seal	Ream of 500	
3	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat print blk, foil gold County seal with window envelope	box of 500	
4	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", White Wove , Standard Envelopes, flat print blk, Gold foil County seal without window	box of 500	

	Description	Quantity	Special Instructions
	JUSTICE OF THE PEACE PRECINCT 1 PLACE 1:		
1	**Application For Birth Or Death Record-** 8½" X 11" Page size, Double sided print, black ink printing One side English other side Spanish		
2	**Magistrate's Warning -** 8½" X 11" Page Size, single sided print, black ink printing	1,000 ea pg	
3	**Community Hours Form-** 8½" X 11" Page Size single sided print, black ink printing	1,000 ea pg	
4	**Plaintiff's Original Petition Form -** 8½" X 11" Page Size, Single sided print, black ink printing 2 pages	1,000 ea pg	
5	**Instructions For Filing Suit Form - -** 8½" X 11" Page Size, Single sided print, black ink printing, 2 pages	1,000 ea pg	
6	**Driving Safety Course Request- -** 8½" X 11" Page Size, Single sided print, black ink printing, 1 page form 2nd page – Half page – print 2 times – Die cut on center of page	1,000 ea pg	
7	**Application For Emergency Commitment -**8½" X 11" Page Size, Single sided print, black ink printing, 4 page form	1,000 ea pg	
8	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat black ink print , 500 sheets per ream	1 ream of 500	
9	**Business Cards -** 3½" X 2", Blue and red ink, flat print, w/red watermark Seal and lettering, Single sided print-500 per box, landscape layout	2 boxes of 500	
10	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box, no window,	2 boxes of 500	
11	**Envelopes W/Logo - Size 4 ⅛"** x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box, with window	3 boxes of 500	
12	**Printed Envelope-** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink. 500 per box	3 Boxes of 500	
13	**Certificate Of Vital Record Paper** – Size 8.5"x11" Page Size, single sided print (PLEASE REFER TO SAMPLE) (NUMBERED)	1,000	
14	**Certificate Of Vital Record Paper** – Size - 8½" X 14" Legal Page, single sided print (PLEASE REFER TO SAMPLE) (NUMBERED)	1,000	

	Description	Quantity	Special Instructions
	DISTRICT ATTORNEY		
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat black ink print gold in foil w/Gold Raised Seal and lettering, stamp seal, 500 sheets per ream	5 boxes of 500	
2	**Manila Folder-** Special die cut end with printing	10,000	
3	**Business Cards -** 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal and lettering, Single sided print-500 per box, landscape layout	500 per box	
4	**Worthless Check Affidavit** – 2 part NCR, Paper color sequence white and pink, one sided flat print, black ink only	9000	
5	**Authorization For Medico legal Examination -** 8.5" X 11" Paper size, 3 Part NCR, Paper color sequence-White, Canary Yellow and Pink, Black ink printing, Single sided print	1,000	
6	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box, with window, (Checks Department)	10 boxes of 500	
7	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and gold foil seal 500 per box, with window, (Misdemeanor Department)	20 boxes of 500	
8	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink w/ gold foil seal 500 per box, no window	8 boxes of 500	
9	**Victim Impact Statement -** 8.5" X 11" Letter size paper, black ink print w/Gold Raised Seal and lettering seal, double sided print	5,000 per year	

10	**Checks Receipt** - 8.5" X 11" Letter size Paper, watermark gray seal and lettering, 2 receipts per page, Preferrded Cut	5,000	
11	**Check Writer Flyers** -8.5" X 11" Letter size paper, Canary Yellow Paper w/ white and red lettering on black background, Heavy weight paper, coated 80-110 lb. paper	500	
12	**Misdemeanor Complaints** - 8.5" X 11" Letter size paper,3-part NCR, Black ink printing, continuous feed	10,000	
13	**Criminal Manila Folders**- Legal Size, Folder Stock, End tab, ½ Cut Folders w/ black ink print, 1,000 per box… Felony	10 boxes of 1,000	

COUNTY COURT LAW #4 (Judge Fred Garza)			
	Description	**Quantity**	**Special Instructions**
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat BLUE ink print gold in foil stamp seal,	5000	
2	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, BLUE ink w/ gold foil seal 500 per box, no window	1000	
3	**Business Cards** – 3 ½" x 2", BLUE Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout, 500 per box	1000	
4	**Certificate of Appreciation** – Gold in BLUE letters	5000	

COUNTY COURT # 6 (Judge Albert Garcia)			
	Description	**Quantity**	**Special Instructions**
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper one sided print, raised BLUE ink print gold in foil stamp seal,	5000	
2	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, raised Print, BLUE ink w/ gold foil seal 500 per box, no window	1000	
3	**Business Cards** – 3 ½" x 2", BLUE Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout, 500 per box	1000	

COUNTY COURT # 7 (Judge Rolando Cantu)			
	Description	**Quantity**	**Special Instructions**
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper one sided print, Blk/Gold ink Raised Lettering, print gold in foil stamp seal,	5000	
2	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, Blk/Gold ink Raised Lettering,/ gold foil seal 500 per box, no window 25% cotton	1000	
3	**Business Cards** – 3 ½" x 2", Blk/Gold ink Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout, 500 per box	1000	

	Description	**Quantity**	**Special Instructions**
	DISTRICT CLERKS		
1	**Business Cards** – 3 ½" x 2", Brown and Orange Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout,	30 boxes 500 per box	1-9 persons/ 1 box
2	**Business Cards** – 3 ½" x 2", Brown and Orange Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout,	500 per box	1-9 people/1 box per each
3	**Envelopes W/Seal**- - Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, Black and Red ink and black ink seal, Light Blue Envelopes, With Window	120 boxes of 500	
4	Envelopes W/Seal Size 4" x 8 ⅝", Standard Envelopes, flat Print, black ink and watermark seal, Canary Yellow Envelopes, No Windows	120 boxes of 500	

EXHIBIT "A"
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2012-008-01-04-MEG

	Description	Quantity	Special Instructions
	JAIL DEPARTMENT		
1	**Inmate Request Forms-** 8½" X 11" Page Size, Single sided print, black ink print, 3-Part NCR, All copies white paper, top binding	30,000 ea	
2	**Bail Bond Fee Refund Forms-** 8½" X 11" Page Size, Single sided print, black ink print, 3-Part NCR, Paper Color Sequence: White, Canary Yellow, Pink, 2-Hole Top Center Punch, With Number sequence in the upper right hand corner, top binding	300	

	Description	Quantity	Special Instructions
	LAW ENFORCEMENT		
1	**Administrative Action Form – Size** 8 ½" x 5", Single sided print, black ink print, 2-Part NCR, Paper color sequence: White, Canary Yellow, top glue	10,000	
2	**Evidence Cards** – 5" X 4¼" Card Stock, White Paper, Single sided print, Black ink	6,000	
3	**Evidence/Inventory Control Report** – Legal Size Paper, 8½" X 14" Page Size, Single sided print, black ink print, 3-Part NCR, Paper Color Sequence: White, Canary Yellow, Pink,	1,000	
4	**Civil And Warrants Writ Of Possession Notice** – Letter Size, 8½" X 11" Card Stock Single sided print, red ink print,	1,000	
5	**Name Placement Card 10" x 8"**- Beige card stock (FFCC66) Ink color dark brown (possibly 663300 or 330000), Score across center of card	500	
6	**Jr. Sheriff Badge Stickers-3"** Roll, black background with Gold Foil Seal	5,000 stickers	
7	**Child ID Card** – 8 ½" X 5½" Manila stock paper, 2 color dark blue (possibly 000033 or 000066) with seal gold/blue color w/double sided tape ½'x 2" back to Back printing, score across center of paper	5,000	
8	**Operation Child Safeguard Flyers** – 8½" X 11" Page Size, Eggshell Color Coated Paper, w/pictures, Red and black ink flat print, gold ink Logo	5,000	
9	**Recruitment Flyers** – 8½" X 11" Page Size, Eggshell color coated Paper, w/pictures, Red and black ink flat print, gold ink Logo w/ blue lettering, back to back printing, tri-fold (score)	5,000	
10	**Latent Fingerprint Index Card**-Size 3"x5", White, Black ink print, front side print	5,000	
11	**Latent Print Envelope – 6½" X 3 ½"**, White Envelope, Black Ink, One front side print	2,000	
12	**Official Photograph** – 3" X 2½", White Index Card Stock, Black ink, front side print	2,000	
13	**Envelope** – 5 ½" X 3¼", Manila Envelope, Black ink, front side print	3,000	
14	**Business Cards** –3 ½" x 2" 1 sided gold sheriff's emblem on the left hand side with black raised letters with room enough for each individual's name centered fax #, phone # and email address (cream linen)	1 box of 250	
15	**Business Cards** – 3 ½" x 2" 2 sided front and back-Front side gold sheriff's emblem on the left hand side with black raised letters with room enough for each individual's name centered fax #, phone # and email address Back side all black letters (cream linen)	1 box of 250	
16	**Citation Books Size 8 1/2" x 5"**, top binding (Perforated) Black ink print and red ink, 4 carbonless paper with each one having it's only individual printing in the back, (1st white paper with black and red ink, 2nd yellow paper with black and red ink, 3rd pink paper with black and red ink, and 4th paper blue paper with black and red ink. With Sheriff's logo (Blk) in the middle of each carbonless paper.	250	
17	**Time Earned/Absence Request Form- 8½" X 11"** Page Size, Single sided print, black ink print, 3-Part NCR, All copies white paper, top binding (Perforated) Paper Color Sequence: Green, Canary Yellow, Pink	5,000	
18	**Field Interview Cards 8½" X 5 1/2"** Page Size, double sided print, black ink print, Hidalgo County Sheriff's emblem on the upper left hand corner. (front) (back) SYNOPSIS: 13 LINES	5,000	
19	**Impound Books**– 8" x sheet top binding (Perforated) with a manila cover 8", Black Ink, 4 part carbonless sheets 1st is white, 2nd is yellow, 3rd pink, and 4th orange with no printing in the back	100	
20	**Maintenance Books**– 9" X 5 ½ ", 1st White carbonless paper, 2nd yellow paper, Black ink, front print top binding (Perforated)	250	

21	**Offense/Incident Reports-front and back** 8½" X 11" Page Size, White Paper, double sided print, Black ink	30,000	
22	**Offense Reports-Narrative** 8½" X 11" Page Size, White Paper, Single sided print, black ink print	40,000	
23	**Offense Reports-Property Reporting** 8½" X 11" Page Size, White Paper, double sided print, Black ink	10,000	
24	**Victim's Bill of Rights Pamphlet** 8 1/2 " x 5 3/4"- white card Ink color black to be folded (3) tri-fold (score)	5,000	
25	**Inmate Trust Receipt Book**---7.25 X 11 (4 up manifold Book/Numbered) 3 part carbonless (white, yellow, pink) NOTE 3rd. page without manifold Black 1-side, All parts the same 4 up receipt book, Repeat order sequential number.	200	
26	**DIC-24 Statutory Warning**--8.5 x 11, 15#cb white, 14.5#cf yellow carbonless paper, black ink 1 side, shrink wrap in 250's	100	
27	**DIC-25 Notice of Suspension** Temp. Driving Permit--8.5 x 11, 15#cb white, 14.5#cf yellow, carbonless paper, black ink 2 sides, shrink wrap in 250's	100	
28	**Motor Pool Service Request**--- 8 ½ x3 ¾ Blk lettering	1000	
29	**Motor Pool Service Request sticker**--- 4" x 2" Blk Lettering roll	1000	
30	**The State of Texas Statement of Elected/ Appointed Officer** ---8.5x11, 20# bond, reflex blue & black ink 1 side, pad in 100's shrink wrap in 500's	300	
31	**Deputation** : 8.5 x 14.24# bond, reflex blue and black ink on 2 sides, shrink wrap in 500's	300	
32	**Operation Child Safeguard** 17x22" Poster: Full Glossy Color	500	

	Description	Quantity	Special Instructions
	HEALTH AND HUMAN SERVICES		
1	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue, w/ blue flat print seal 500 per box, plain with no window	80 boxes of 500 per box	
2	**Letterhead Paper** -- 8.5" X 11", Fine quality bond paper, blue raised lettering w/ gold raised seal, 500 per ream	20 reams of 500	
3	**Receipt Books** - 8.5" X 11" Page Size, 3 receipts per page, 3 part NCR, Paper sequence White, Canary Yellow and Pink, all black ink print, 150 receipts per book, Numbered, 4 part tear out receipt (die cut)	130 books per year of 150 receipts per book	9 Different Number Sequence
4	**Application For On-Site Sewage Facilities-** 8½" X 11" Page Size, Two Part NCR, Black Ink Printing, Paper Color Sequence: White, Canary Yellow	2,000 per order	
5	**Technical Information For On-Site-**8½" X 11" Page Size, Two Part NCR, black ink printing, Paper color sequence: White, Canary Yellow,	2,000 per order	
6	**Authorization To Construction-**8½" X 11" Page Size, Two Part NCR, Black ink printing, Paper color sequence: White, Canary Yellow	2,000 per order	
7	**Soil Evaluation Report Information** 8½" X 11" Page Size, Blue color ink printing, Double sided print	2,000 per order	
8	**Food Service Inspection Report**8½" X 11" Page Size, Black ink printing, 3 Part NCR, Paper color sequence: White, Canary Yellow and Pink , Double Sided Print, w/multiple gray shading	2,000 per order	Shading/doubl e sided print
9	**On Site Sewage Inspection Report** - 8½" X 11" Page Size, Three Part NCR, Black ink printing, Paper color sequence: White, Canary Yellow and Pink	2,000 per order	
10	**Services Offered Pamphlet –English** - 8½" X 11" Page Size, Coated paper , offset printing, various color images, with black ink printing, tri-fold pamphlet, Light blue paper, double sided print	5,000 per order	
11	**Services Offered Pamphlet –Spanish** - 8½" X 11" Page Size, Coated paper , offset printing, various color images, with black ink printing, tri-fold pamphlet, Light blue paper, double sided print	5,000 per order	
12	**Keep Your Germs To Yourself-English-**8½" X 11" Page Size, Single sided print, green and black ink printing	1,000 per order	
13	**Contenga Sus Gérmenes-Spanish-**8½" X 11" Page Size, Single sided print, green and black ink printing	1,000 per order	
14	**Stop The Flu-**8½" X 11" Page Size, Single Sided Print, Black Ink Printing With/Yellow Highlight	1,000 per order	
15	**ALTO A LA GRIPE** -8½" X 11" Page Size, Single Sided Print, Black Ink Printing With Yellow Highlight	1,000 per order	

HIDALGO COUNTY
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

METHOD OF DELIVERY:

F.O.B. INSIDE DELIVERY _____

THIRD PARTY DELIVERY _____

Description	Estimated Quantity	Unit Price	Total Price
PURCHASING DEPARTMENT			
Terms and Conditions Printed	30,000 per order		

Description	Estimated Quantity	Unit Price	Total Price
ADULT PROBATION DEPARTMENT			
Appointment Cards	6,000 per year		
Probationer Acknowledgment Form	2,000 per year		
Initial Assessment Form	1,000 per year		
Court Information Form	1,200 per year		
Community Service Restitution ID Card	4,000 per year		
Court Notes	2,000 per year		
Community Service Restitution Program Rules	2,000 per year		
Authorization To Release Information	2,000 per year		
Employment Search Forms	1,000 per year		
Family History Information	6,000 per year		
Field Visit Log	2,000 per year		
Gun Control Act	3,000 per year		
Guidelines For Payment To The Acct. Dept.	6,000 per year		
Home Visit Cards	1,000 per year		
Intake Checklist	3,000 per year		
Leave Request	2,000 per year		
Intake Appt. Referral	3,000 per year		
Monthly Report (By Mail)	3,000 per year		
Monthly Report (In Person)	3,000 per year		
Office Rules And Regulations	3,000 per year		
Probationer Acknowledgment Form			
Personal Data Form	2,000 per year		
Probationer Monthly Report Sign-In-Ledger	1,000 per year		
Payment Schedule	1,500 per year		
Receptionists' Slips	1,000 per year		
Records Control Unit Processing Checklist	3,000 per year		
R.C.U. Intake File Tracking Form	3,000 per year		
Referral Cards	1,000 per year		
Reassessment Form -	1,000 per year		
TCIC/NCIC Request	500 per year		
Sign-In Roster	500 per year		
Scanning Checklist	3,000 per year		
TEAS DPS Inquiry Log	4,000 per year		

Telephone Message	4,000 per year		
Travel Permit Slips	3,000 per year		
Telephone Log-	1,500 per year		
Website Log	2,000 per year		
Envelopes W/Logo	4 boxes of 500		
Envelopes W/Logo	4 boxes of 500		
Pre-Numbered Receipts	60,000 per year		

Description	Estimated Quantity	Unit Price	Total Price
COUNTY AUDITORS OFFICE:			
Letterhead Paper	500		
	1000		
Letterhead Paper	500		
	1000		

Description	Estimated Quantity	Unit Price	Total Price
COUNTY CLERKS OFFICE:			
Recreational Fishing Regulations Cards	1,000		
Recreational Hunting Regulations Cards	1,000		
Business Cards			
Business Cards			
Envelopes W/Logo with window	40 boxes of 500 per box		
Envelopes W/Logo with no window	40 boxes of 500 per box		
Envelopes W/Logo, with window	40 boxes of 500 per box		
Letterhead Paper	30 reams of 500 sheets		
Certificate Of Withdrawal From Business	10,500 ea		
Assumed Name Certificate	10,500 ea		
Newly Wed Letter	10,000ea		
Scratch Pads	500 pads of		
Birth/Marriage Envelopes	6,000		
Booklet Envelopes	6,000 per order		

Description	Estimated Quantity	Unit Price	Total Price
H.I.D.T.A. TASK FORCE:			
Envelopes W/Logo	4 boxes of 500		
Letterhead Paper	4 reams of 500		
Business Cards	1 box of 500 Per each		
Mailing Labels	Needed every other year		
Vehicle Impoundment Report	500		
Receipt For Forms	500		
Investigative File Jacket (Light Blue)	500		

Investigative File Jacket (Canary Yellow)	500		
Dividers Multi-Color	400 sets purchase yearly		
Name Plate	On as needed basis		

Description	Estimated Quantity	Unit Price	Total Price
HUMAN RESOURCES:			
Business Cards	500 per box		
Envelopes W/Logo	4 boxes of 500 ea box		
Interview Worksheet	5,000 ea		
Interview Selection Form	5,000 ea		
Letterhead Paper	20 reams of 500		
Drainage District #1 Application	4,000 ea page		
County Of Hidalgo Application	12,000 ea page		
Sheriff Department Application	10,000 ea page		
Sick Leave Donation Form	4,000		
Hidalgo County Employee Manuals	3,500		
Hidalgo County Personnel Policy Manual	1,500		

Description	Estimated Quantity	Unit Price	Total Price
JUVENILE JUSTICE CENTER			
Letterhead Paper	500		
	1000		
Visitor's Labels			
Mailing Labels			
Business Cards	500		
	1000		
Envelopes W/Logo	4 boxes of 500 ea box		
Policy And Procedures Manual	1000		
Annual Report	1000		

Description	Estimated Quantity	Unit Price	Total Price
PLANNING DEPARTMENT			
Approved Application	Pct 1=2650		
	Pct 2= 300		
	Pct 3=2650		
	Pct 4=2650		
Receipt Book	27 Books of 100/Receipts Per book		
Receipt Books -	66 Books of 100/Receipts Per book		
Receipt Books	27 Books of 100/Receipts		

	per book		
Culvert Installation Work Order---/25 Work orders per bk	12 Books		

Description	Estimated Quantity	Unit Price	Total Price
TREASURER'S OFFICE			
Letterhead Paper	1 ream of 500		
Business Cards	500 per box		
Envelopes W/Logo	25- boxes 500 per box		
Large Window Envelope	5- boxes 500 per box		

Description	Estimated Quantity	Unit Price	Total Price
TAX OFFICE			
Business Cards	1000 per order		
Business Cards	500 per order		
Letterhead Paper	5000		
Paper plain with WATERMARK 8.5X11Bou ppr,bnd, recy, rio bond	100		
Envelopes W/Logo #10	1500		
Envelopes W/Logo #9	5000		
Envelopes W/Logo #10	20,000 per order		
Envelopes W/Logo #10	60,000 per order		
Envelopes W/Logo #9	20,000 per order		
Deputation Form	250		
Self Inking and Rubber Stamps	5		
Envelope---4 1/8" x 9 ½"	5000		
AUTOMOBILE DEPT PLUS ALL SUBSTATIONS			
Business Cards	500 per order		
Letterhead Paper	5,000		
Envelopes W/Logo	7500		
Envelopes W/Logo	50 bxs of 500		
Envelopes W/Logo	10 bxs of 100		
Envelopes W/Logo	10 bxs of 500		
Deputation Cards- 3.875 x 2.375 index color # 110 black	250		
County Liquor Permit Rect:	150		
Refund Slips	3000 per order		

Description	Estimated Quantity	Unit Price	Total Price
COMMISSIONER PRECINCT 3			
Business Cards	1box of 500		
Letterhead Paper - 8.5" X 11", #20 Fine quality	2 boxes/ of 500		
Letterhead Paper – 8.5" X 11", Linen Paper	2 boxes/ of 500		
Envelopes W/Logo	2 boxes /of 500		

Landfill Form- Legal Size Paper	50 Tablets of /100 sheets per		
Parking Permit	12 / 50 sheets per		

Description	Estimated Quantity	Unit Price	Total Price
139TH DISTRICT COURT:			
Business Cards	4 bxs. Of 500		
Letterhead Paper	4 reams of 500		
Order Of Release/Order Of Commitment	2,000/3 part		
Envelopes W/Logo	2 boxes of 500		

Description	Estimated Quantity	Unit Price	Total Price
206TH DISTRICT COURT:			
Letterhead Paper #20 Fine quality Bond Paper	2 reams of 500		
Letterhead Paper - 8.5" X 11" 25 % Cotton Paper			
Order Of Release/Order Of Commitment	2,000/3 part		
Envelopes W/Logo	2 boxes of 500		
Juror's Handbook Pamphlets	1,000		
Business Cards	1,000		
Juror Tags	14		

Description	Estimated Quantity	Unit Price	Total Price
332TH DISTRICT COURT			
Business Cards	500 per order		
Instructions to Jurors in Civil Cases	2000 per order		
Envelopes W/Logo	2500 per order		
Letterhead Paper	1000 per order		
Order Of Release/Order Of Commitment	2500 per order		
Order Of Referral For Mediation:	2000 per order		

Description	Estimated Quantity	Unit Price	Total Price
370TH DISTRICT COURT			
Letterhead Paper	1000 per order		
Envelopes W/Logo	1000 per order		

Description	Estimated Quantity	Unit Price	Total Price
389TH DISTRICT COURT			
Letterhead	1000		
Business Cards	500		
Envelopes W/Logo	1000		
Order Of Release/Order Of Commitment	500		

Certificate of Appreciation	500		
Juror's Handbook Pamphlets	500		

Description	Estimated Quantity	Unit Price	Total Price
398th DISTRICT COURT			
Letterhead Paper - 8.5" X 11", #20 Fine quality Bond Paper,	6 reams of 500		
Letterhead Paper - 8.5" X 11", 25% Cotton Paper			
Business Cards	500 per box		
Envelopes W/Logo	6 boxes of 500		
Order Of Release/Order Of Commitment	3,000 3-Part		
Description	**Estimated Quantity**	**Unit Price**	**Total Price**
430TH DISTRICT COURT			
Letterhead	1000		
Business Cards	500		
Business Cards, DOUBLE sided print, landscape layout	500		
Envelopes W/Logo	1000		
Juror's Handbook Pamphlets -	500		

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLE PRECINCT No 1			
Business Cards	500 per box		
Field Contact Card – Index Card	2,000		
Building Check Card	500 ea		
Warning Card	2,000		
Notice/Aviso – Door Hanger Card	5,000		
Vehicle Impoundment	100 books of 25 sheets per bk		
Hidalgo County Constable Pct. 1 Warning Book	200 books of 50 pages per bklt.		
Ticket Book	200 books of 50 pages per bk		
Official Receipt For Constables Fees	10 books of 100 sheets per bk.		

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLE PRECINCT No 2			
Letterhead Paper	2 boxes of 5,000		
Business Cards – 3 ½" x 2", Black Card w/ Gold Lettering	3 bxs of 1,000		
Business Cards - 3½" X 2", Black ink Raised Lettering,	4 bxs of 1000		
Envelopes W/Constable Logo	4 boxes of 500		
Official Receipt For Constables Fees	20 books of 100 sheets per bk		

Ticket Book	50 books of 20 sheets per bk		
Warning Flyers	4 boxes of 5,000		
Advertencia Flyer	4 boxes of 5,000		

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLE PRECINCT No. 3:			
Letterhead Paper	4 reams		
Notice/Aviso – Door Hanger Card	5,000		
Envelopes W/Constable Logo	4 bxs /500		
Vehicle Impoundment	80/25 per bk		
Business Cards	250 per box		
Business Cards	2 boxes of 1000		
Warning Flyers	750 sheets		
Advertencia Flyers –	750 sheets		
Warning Notice To Vacate	750 sheets		
Ticket Book	40-booklets/ 25 sheets per bk		
Official Receipt For Constables Fees			
Notice/Aviso – Door Hanger Card	500		

Description	Estimated Quantity	Unit Price	Total Price
PUBLIC DEFENDER'S OFFICE			
Business Cards	19 boxes of 500		
Letterhead Paper - #20 Fine quality Bond Paper-Ivory	4 reams		
Envelopes W/Logo, window envelope	8 boxes of 500 ea		
Envelopes W/Logo Plain No window envelope	8 boxes of 500 ea		
Letterhead Paper - #20 Fine quality White Bond Paper	10 reams		
Visitor's Labels	10,000 sheets		
Mailing Labels	5,000 sheets		

Description	Estimated Quantity	Unit Price	Total Price
JUSTICE OF THE PEACE PRECINCT 1 PLACE 1			
Application For Birth Or Death Record			
Magistrate's Warning	1,000 ea page		
Community Hours Form	1,000 ea page		
Plaintiff's Original Petition Form	1,000 ea page		
Instructions For Filing Suit Form	1,000 ea page		
Driving Safety Course Request	1,000 ea page		
Application For Emergency Commitment	1,000 ea page		
Letterhead Paper	1 ream of 500		

Business Cards	2 boxes of 500		
Envelopes W/Logo - Size 4 ⅛" x 9 ½", no window,	2 boxes of 500		
Envelopes W/Logo - Size 4 ⅛" x 9 ½", with window	3 boxes of 500		
Printed Envelope	3 Boxes of 500		
Certificate Of Vital Record Paper – Size 8.5"x11"	1,000		
Certificate Of Vital Record Paper – Size - 8½" X 14	1,000		

Description	Estimated Quantity	Unit Price	Total Price
DISTRICT ATTORNEY			
Letterhead Paper - 8.5" X 11", #20 Fine quality Bond Paper	20 boxes of 500		
Manila Folder- Special die cut end			
Business Cards - 3½" X 2"	2 boxes of 500		
Worthless Check Affidavit	10,000		
Authorization For Medico legal Examination	500		
Envelopes W/Logo - Size 4 ⅛" x 9 ½", Standard Envelopes, (Checks Department)	10 boxes of 500		
Envelopes W/Logo - Size 4 ⅛" x 9 ½", Standard Envelopes (Misdemeanor Department)	20 boxes of 500		
Envelopes W/Logo - Size 4 ⅛" x 9 ½", Standard	8 boxes of 500		
Victim Impact Statement	5,000 per year		
Check Receipt	10,000		
Check Writer Flyers	3,000		
Misdemeanor Complaints	10,000		
Criminal Manila Folders- Legal Size, Folder Stock, End tab, ½ Cut Folders w/ black ink print, 1,000 per box	10 boxes of 1,000		

Description	Estimated Quantity	Unit Price	Total Price
COUNTY COURT LAW #4 (JUDGE FRED GARZA)			
Letterhead Paper	5000		
Envelopes W/Logo	1000		
Business Cards	1000		
Certificate of Appreciation	5000		

Description	Estimated Quantity	Unit Price	Total Price
COUNTY COURT # 6 (JUDGE ALBERT GARCIA)			
Letterhead Paper,	5000		
Envelopes W/Logo	1000		
Business Cards	1000		

HIDALGO COUNTY
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	Estimated Quantity	Unit Price	Total Price
COUNTY COURT #7 (JUDGE ROLANDO CANTU)			
Letterhead Paper	5000		
Envelopes W/Logo	1000		
Business Cards	1000		

Description	Estimated Quantity	Unit Price	Total Price
DISTRICT CLERKS			
Business Cards	500 per box		
Business Cards	500 per box		
Envelopes W/Seal- With Window	1000		
Envelopes W/Seal , No Windows	1000		

Description	Estimated Quantity	Unit Price	Total Price
JAIL DEPARTMENT			
Inmate Request Forms-	30,000 ea		
Bail Bond Fee Refund Forms	300		

Description	Estimated Quantity	Unit Price	Total Price
LAW ENFORCEMENT			
Administrative Action Form	10,000		
Evidence Cards	11,000		
Evidence/Inventory Control Report	1,000		
Civil And Warrants Writ Of Possession Notice	1,000		
Name Placement Card	500		
Sheriff Badge Stickers	10,000 stickers		
Child ID Card	5,000		
Operation Child Safeguard Flyers	5,000		
Recruitment Flyer	5,000		
Latent Fingerprint Index Card	5,000		
Latent Print Envelope	2,000		
Official Photograph	2,000		
Envelope	3,000		
Business Cards –3 ½" x 2" 1 sided	1 box of 250		
Business Cards – 3 ½" x 2" 2 sided front and back	1 box of 250		
Citation Books	250		
Time Earned/Absence Request Form-	5,000		
Field Interview Cards	5,000		
Impound Books	100		
Maintenance Books–	250		
Offense/Incident Reports-front and back	30,000		

Offense Reports-Narrative	40,000		
Offense Reports-Property Reporting	10,000		
Victim's Bill of Rights Pamphlet	5,000		
Inmate Trust Receipt Book	200		
DIC-24 Statutory Warning	100		
DIC-25 Notice of Suspension Temp. Driving Permit	100		
Motor Pool Service Request	1000		
Motor Pool Service Request sticker	1000		
The State of Texas Statement of Elected/ Appointed Officer	300		
Deputation	300		
Operation Child Safeguard 17x22" Poster:	500		

Description	Estimated Quantity	Unit Price	Total Price
HEALTH AND HUMAN SERVICES			
Envelopes W/Logo	80 boxes of 500 per box		
Letterhead Paper	20 reams of 500		
Receipt Books	130 books per year of 150 receipts per book		
Application For On-Site Sewage Facilities	4,000 per year		
Technical Information For On-Site	4,000 per year		
Authorization To Construction-	4,000 per year		
Soil Evaluation Report Information	4,000 per year		
Food Service Inspection Report	6,000 to 8,000 yearly		
On Site Sewage Inspection Report	4,000 per year		
Services Offered Pamphlet –English	30,000 per year		
Services Offered Pamphlet –Spanish	30,000 per year		
Keep Your Germs To Yourself-English	30,000 per year		
Contenga Sus Gérmenes-Spanish	30,000 per year		
Stop The Flu	30,000 per year		
Alto A La Gripe	30,000 per year		

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

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 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 EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **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.

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 06/20/2007

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:
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.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source? ☐Yes ☐ No

If yes, by whom? ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources? _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this _____ Day of_____, 2012 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for **"PRINTING SERVICES AND RELATED SUPPLIES"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in

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accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **February 16, 2012** and ending on **February 15, 2013.** Hidalgo County at its sole discretion elect the option to extend the contract for two (2) - one (1) year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or 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

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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
1615 South Closner, Suite J
Edinburg, Texas 78539

DRAFT

If to Company _____
_____
_____

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

17. 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.

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WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

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EXHIBIT "B"
VENDOR'S BID

HIDALGO COUNTY
TABULATION SHEET
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

METHOD OF DELIVERY:

F.O.B. INSIDE DELIVERY ✔ **GATEWAY**
THIRD PARTY DELIVERY _____

COMMODITY CODE PRINTING: 966

Description	PRICES Gateway
ADULT PROBATION DEPARTMENT	
Sign-In Roster	33.95

Description	PRICES Gateway
COUNTY CLERKS OFFICE:	
Recreational Fishing Regulations Cards	423.65
Recreational Hunting Regulations Cards	423.65
Business Cards DOUBLE SIDED	1530.00
Envelopes W/Logo with no window	1020.60
Certificate Of Withdrawal From Business	364.65
Special Window Envelopes	6121.50

Description	PRICES Gateway
H.I.D.T.A. TASK FORCE:	
Name Plate	49.00

Description	PRICES Gateway
JUVENILE JUSTICE CENTER	
Policy And Procedures Manual	337.60

Description	PRICES Gateway
TAX OFFICE	
Deputation Form	191.45
AUTOMOBILE DEPT PLUS ALL SUBSTATIONS	
Envelopes W/Logo	169.90

Description	PRICES Gateway
COMMISSIONER PRECINCT 3	
Letterhead Paper – 8.5" X 11", Linen Paper	136.40

HIDALGO COUNTY
TABULATION SHEET
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	PRICES Gateway
139TH DISTRICT COURT:	
Envelopes W/Logo	241.35

Description	PRICES Gateway
206TH DISTRICT COURT:	
Letterhead Paper #20 Fine quality Bond Paper	126.60
Envelopes W/Logo	170.00

Description	PRICES Gateway
389TH DISTRICT COURT	
Juror's Handbook Pamphlets	214.35

Description	PRICES Gateway
430TH DISTRICT COURT	
Business Cards, DOUBLE sided print, landscape layout	56.95
Envelopes W/Logo	169.35

Description	PRICES Gateway
CONSTABLE PRECINCT No 1	
Business Cards	38.50
Warning Card	179.85
Official Receipt For Constables Fees	227.95

Description	PRICES Gateway
CONSTABLE PRECINCT No 2	
Letterhead Paper	247.45

Description	PRICES Gateway
CONSTABLE PRECINCT No. 3:	
Warning Flyers	213.55
Advertencia Flyers –	213.55
Warning Notice To Vacate	213.55

HIDALGO COUNTY
TABULATION SHEET
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	PRICES
	Gateway
PUBLIC DEFENDER'S OFFICE	
Letterhead Paper - #20 Fine quality Bond Paper-Ivory	108.00
Envelopes W/Logo, window	680.00
Envelopes W/Logo Plain No window	680.00

Description	PRICES
	Gateway
DISTRICT ATTORNEY	
Worthless Check Affidavit	484.25

Description	PRICES
	Gateway
COUNTY COURT # 7 (JUDGE ROLANDO CANTU)	
Envelopes W/Logo	169.35

Description	PRICES
	Gateway
LAW ENFORCEMENT	
Civil And Warrants Writ Of Possession Notice	208.80
Envelope	228.95
Operation Child Safeguard 17x22" Poster:	580.25

Gate Way

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

METHOD OF DELIVERY:

F.O.B. INSIDE DELIVERY ✓

THIRD PARTY DELIVERY _____

Description	Estimated Quantity	Unit Price	Total Price
PURCHASING DEPARTMENT			
Terms and Conditions Printed	30,000 per order	.02016	604.70

Description	Estimated Quantity	Unit Price	Total Price
ADULT PROBATION DEPARTMENT			
Appointment Cards	6,000 per year	.01255	451.70
Probationer Acknowledgment Form	2,000 per year	.04953	99.05
Initial Assessment Form	1,000 per year	.09635	96.35
Court Information Form	1,200 per year	.09554	114.65
Community Service Restitution ID Card	4,000 per year	.0215	344.05
Court Notes	2,000 per year	.052	104.00
Community Service Restitution Program Rules	2,000 per year	.052	104.00
Authorization To Release Information	2,000 per year	.052	104.00
Employment Search Forms	1,000 per year	.03815	38.15
Family History Information	6,000 per year	.04127	247.60
Field Visit Log	2,000 per year	.05073	101.45
Gun Control Act	3,000 per year	.03938	118.15
Guidelines For Payment To The Acct. Dept.	6,000 per year	.03492	209.50
Home Visit Cards	1,000 per year	.028	168.00
Intake Checklist	3,000 per year	.03938	118.15
Leave Request	2,000 per year	.05073	101.45
Intake Appt. Referral	3,000 per year	.04735	142.05
Monthly Report (By Mail)	3,000 per year	.04735	142.05
Monthly Report (In Person)	3,000 per year	.03938	118.15
Office Rules And Regulations	3,000 per year	.04735	142.05
Probationer Acknowledgment Form	2,000 per year	.05073	101.45
Personal Data Form	2,000 per year	.06383	127.65
Probationer Monthly Report Sign-In-Ledger	1,000 per year	.05465	54.65
Payment Schedule	1,500 per year	.08733	131.00
Receptionists' Slips	1,000 per year	.01532	122.55
Records Control Unit Processing Checklist	3,000 per year	.03923	117.70
R.C.U. Intake File Tracking Form	3,000 per year	.03923	117.70
Referral Cards	1,000 per year	.01967	177.00
Reassessment Form -	1,000 per year	.0964	96.40
TCIC/NCIC Request	500 per year	.0315	31.15
Sign-In Roster	500 per year	.0679	33.95
Scanning Checklist	3,000 per year	.03938	118.15

OPENED
10:00
1/25/12
Witnessed

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

TEAS DPS Inquiry Log	4,000 per year	.03369	134.75
Telephone Message	4,000 per year	.06025	241.00
Travel Permit Slips	3,000 per year	.04845	145.35
Telephone Log-	1,500 per year	.06197	92.95
Website Log	2,000 per year	.05073	101.45
Envelopes W/Logo	4 boxes of 500	.06365	127.30
Envelopes W/Logo	4 boxes of 500	.06678	133.55
Pre-Numbered Receipts	60,000 per year		

Description	Estimated Quantity	Unit Price	Total Price
COUNTY AUDITORS OFFICE:			
Letterhead Paper	500	.1689	84.45
Letterhead Paper	500	.1525	76.25

Description		Estimated Quantity	Unit Price	Total Price
COUNTY CLERKS OFFICE:				
Recreational Fishing Regulations Cards		1,000	.42365	423.65
Recreational Hunting Regulations Cards		1,000	.42365	423.65
Business Cards		30 boxes of 500 per order	51.00	1,530.00
Business Cards		2500 per order		229.75
Envelopes W/Logo with window		30 boxes of 500 per box	61.75	1852.50
Envelopes W/Logo with no window		30 boxes of 500 per box	34.02	1,020.60
Letterhead Paper		30 reams of 500 sheets	63.30	1,899.00
Certificate Of Withdrawal From Business		10,500 ea	.03473	364.65
Assumed Name Certificate		10,500 ea	.04994	524.40
Newly Wed Letter		10,000ea	.0692	691.95
Scratch Pads		500 pads of	.85	425.00
Birth/Marriage Envelopes		6,000	.29243	1754.55
Booklet Envelopes	with peel	6,000 per order	.39384	2363.04
	without peel	6,000 per order	.34461	2067.66
Special Window Envelopes		50,000	.12243	6121.50

OPENED
10:00
1/25/12
Witnessed

Description	Estimated Quantity	Unit Price	Total Price
H.I.D.T.A. TASK FORCE:			
Envelopes W/Logo	4 boxes of 500	85.00	340.00
Letterhead Paper	4 reams of 500	63.30	253.20
Business Cards	1 box of 500 Per each	36.00	36.00
Mailing Labels	500 per order	149.95	149.95
Vehicle Impoundment Report	500	.3168	158.40
Receipt For Forms	500	.2279	113.95
Investigative File Jacket (Light Blue)	1000	NB	NB

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Investigative File Jacket (Canary Yellow)	1000	NB	NB
Dividers Multi-Color	400 sets yearly	NB	NB
Name Plate	On as needed basis	49.120	49.00

Description	Estimated Quantity	Unit Price	Total Price
HUMAN RESOURCES:			
Business Cards	500 per box	54.95	54.95
Envelopes W/Logo	4 boxes of 500 ea box	124.65	498.60
Interview Worksheet	5,000 ea	.03032	151.60
Interview Selection Form	5,000 ea	.0801	400.50
Letterhead Paper	20 reams of 500	85.15	1,703.00
Drainage District #1 Application	4,000 ea page	.13744	549.75
County Of Hidalgo Application	12,000 ea page		
Sheriff Department Application	10,000 ea page	.03548	4258.10
Sick Leave Donation Form	4,000	.03369	134.75

Description	Estimated Quantity	Unit Price	Total Price
JUVENILE JUSTICE CENTER			
Letterhead Paper	24 reams per order	31.96	767.04
Visitor's Labels 1 Roll of 1000	~~2 rolls of 500~~	239.00	239.00
Mailing Labels	1 roll of 5000	413.95	413.95
Business Cards	500	36.00	36.00
	1000	39.95	39.95
Envelopes W/Logo	20 boxes of 500 per order	25.72	514.40
Policy And Procedures Manual	10 per order	33.76	337.60
Annual Report	50 books per order	6.416	320.80

OPENED
10:00
1/25/12
Witnessed

Description	Estimated Quantity	Unit Price	Total Price
PLANNING DEPARTMENT			
Approved Application	Pct 1=2650		
	Pct 2= 300	N	B
	Pct 3=2650		
	Pct 4=2650		
Receipt Book	27 Books	.34263	462.55
Receipt Books -	66 Books	.28294	933.20
Receipt Books	27 Books	.33293	449.45
Culvert Installation Work Order---/25 Work orders per bk	12 Books	.772	231.60

Description	Estimated Quantity	Unit Price	Total Price
TREASURER'S OFFICE			
Letterhead Paper	1 ream of 500		170.40

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Business Cards	500 per box	36.00	36.00
Envelopes W/Logo	5000 per order	.18366	918.30
Large Window Envelope	5000 per order	.32363	1618.15

Description	Estimated Quantity	Unit Price	Total Price
TAX OFFICE			
Business Cards	1000 per order	51.00	51.00
Business Cards	500 per order	36.00	36.00
Letterhead Paper	5000	.05816	290.80
Paper plain with WATERMARK 8.5X11 Bou ppr,bnd, recy, rio bond	100	.6315	63.15
Envelopes W/Logo #10	1500	.11777	176.65
Envelopes W/Logo #9	5000	.04848	242.40
Envelopes W/Logo #10	20,000 per order	.03439	687.85
Envelopes W/Logo #10	60,000 per order	.03252	1951.00
Envelopes W/Logo #9	20,000 per order	.07057	1411.30
Deputation Form	250	.7658	191.45
Envelope---4 1/8" x 9 ½"	5000	.05048	252.40
AUTOMOBILE DEPT PLUS ALL SUBSTATIONS			
Business Cards	500 per order	36.00	36.00
Letterhead Paper	5,000	.06842	342.10
Envelopes W/Logo	7500	.04653	348.95
Envelopes W/Logo	50 bxs of 500	19.80	990.00
Envelopes W/Logo	10 bxs of 100	16,99	169.90
Envelopes W/Logo	10 bxs of 500	.36139	1806.95
Deputation Cards- 3.875 x 2.375 index color # 110 black	250	.3306	82.65
County Liquor Permit Rect:	150	.6484	162.10
Refund Slips	3000 per order	.0389	116.70

OPENED
10:00
1/25/12
Witnessed

Description	Estimated Quantity	Unit Price	Total Price
COMMISSIONER PRECINCT 3			
Business Cards	1box of 500	109.50	109.50
Letterhead Paper - 8.5" X 11", #20 Fine quality	2 boxes/ of 500	155.65	311.25
Letterhead Paper – 8.5" X 11", Linen Paper	2 boxes/ of 500	68.20	136.40
Envelopes W/Logo	2 boxes /of 500	93.00	186.00
Landfill Form- Legal Size Paper	50 Tablets of /100 sheets per	5.50	275.00
Parking Permit	12 / 50 sheets per	13.25	159.00

Description		Estimated Quantity	Unit Price	Total Price
139TH DISTRICT COURT:				
Business Cards	foil seal	4 bxs. Of 500	114.95	459.80

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

	ink seal	4 bxs. Of 500	36.00	144.00
Letterhead Paper		4 reams of 500	122.25	489.00
Order Of Release/Order Of Commitment		2,000/3 part	.33098	661.95
Envelopes W/Logo		2 boxes of 500	120.63	241.35

Description	Estimated Quantity	Unit Price	Total Price
206TH DISTRICT COURT:			
Letterhead Paper #20 Fine quality Bond Paper	2 reams of 500	63.30	126.60
Letterhead Paper - 8.5" X 11" 25 % Cotton Paper	2 reams of 500	44.95	89.90
Order Of Release/Order Of Commitment	2,000/3 part	.33098	661.95
Envelopes W/Logo	2 boxes of 500	85.00	170.00
Juror's Handbook Pamphlets	1,000	.21435	214.35
Business Cards	1,000	64.95	64.95
Juror Tags	14	NB	NB

Description	Estimated Quantity	Unit Price	Total Price
332TH DISTRICT COURT			
Business Cards	500 per order	36.00	36.00
Instructions to Jurors in Civil Cases	2000 per order	.068	136.00
Envelopes W/Logo	2500 per order	.05372	134.30
Letterhead Paper	1000 per order	.1073	107.30
Order Of Release/Order Of Commitment	2500 per order	.28512	712.80
Order Of Referral For Mediation:	2000 per order	.05668	113.35

Description	Estimated Quantity	Unit Price	Total Price
370TH DISTRICT COURT			
Letterhead Paper	1000 per order	.18725	187.75
Envelopes W/Logo	1000 per order	.16535	165.35

OPENED
10:00
1/25/12
Witnessed

Description	Estimated Quantity	Unit Price	Total Price
389TH DISTRICT COURT			
Letterhead	1000 per order	126.55	126.55
Business Cards	1000 per order	39.95	39.95
Envelopes W/Logo	1000 per order	169.35	169.35
Order Of Release/Order Of Commitment	1000 per order	.37825	378.25
Certificate of Appreciation	1000 per order	.3804	380.40
Juror's Handbook Pamphlets	1000 per order	.21435	214.35

Description	Estimated Quantity	Unit Price	Total Price
398th DISTRICT COURT			

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Letterhead Paper - 8.5" X 11", #20 Fine quality Bond Paper,	6 reams of 500	114.70	688.20
Letterhead Paper - 8.5" X 11", 25% Cotton Paper	6 reams of 500	185.00	185.00
Business Cards	500 per box	115.00	115.00
Envelopes W/Logo	6 boxes of 500	174.95	1,079.70
Order Of Release/Order Of Commitment	3,000 3-Part	.2163	648.90

Description	Estimated Quantity	Unit Price	Total Price
430TH DISTRICT COURT			
Letterhead	1000	126.55	126.55
Business Cards	500 Foil	125.00	125.00
	500 Ink	36.00	36.00
Business Cards, DOUBLE sided print, landscape layout	500	56.95	56.95
Envelopes W/Logo	1000	169.35	169.35
Juror's Handbook Pamphlets -	500	.3556	177.80

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLE PRECINCT No 1			
Business Cards	500 per box	38.50	38.50
Field Contact Card – Index Card	2,000	.059968	119.35
Building Check Card	500 ea	.1398	69.90
Warning Card	2,000	.08993	179.95
Notice/Aviso – Door Hanger Card	5,000	.09739	486.95
Vehicle Impoundment	100 books	.17396	434.90
Hidalgo County Constable Pct. 1 Warning Book	200 books	.09398	939.75
Ticket Book	200 books	.14107	1410.65
Official Receipt For Constables Fees	20 books	.22795	227.95

OPENED
10:00
1/25/12
Witnessed

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLE PRECINCT No 2			
Letterhead Paper	2 boxes of 5,000	.02475	247.45
Business Cards – 3 ½" x 2", Black Card w/ Gold Lettering	3 bxs of 1,000	142.25	426.75
Business Cards - 3½" X 2", Black ink Raised Lettering,	4 bxs of 1000	142.25	569.00
Envelopes W/Constable Logo	4 boxes of 500	30.99	123.96
Official Receipt For Constables Fees	3 books 50 sets per book	46.95	140.85
Ticket Book	50 books of 20 sheets per bk	6.06	303.00
Warning Flyers	4 boxes of 5,000	809.30	3237.20
Advertencia Flyer	4 boxes of 5,000	809.30	3237.20

Description	Estimated Quantity	Unit Price	Total Price

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

CONSTABLE PRECINCT No. 3:			
Letterhead Paper	4 reams	62.52	250.08
Notice/Aviso – Door Hanger Card	2,000	.14855	297.10
Envelopes W/Constable Logo	4 bxs /500	55.51	222.04
Vehicle Impoundment	80/25 per bk	.21653	433.05
Business Cards 2 color 500 per bx	~~250 per box~~	36.00	288.00
Business Cards	2 boxes of 1000	39.95	79.90
Warning Flyers	750 sheets	.28473	213.55
Advertencia Flyers –	750 sheets	.28473	213.55
Warning Notice To Vacate	750 sheets	.28473	213.55
Ticket Book	40-booklets/ 25 sheets per bk	18.21	728.40
Official Receipt For Constables Fees	50 sets per book 2 books	106.01	212.02

Description	Estimated Quantity	Unit Price	Total Price
PUBLIC DEFENDER'S OFFICE			
Business Cards	19 boxes of 500	36.00	684.00
Letterhead Paper - #20 Fine quality Bond Paper-Ivory	Ream of 500	108.00	108.00
Envelopes W/Logo, window envelope	8 boxes of 500 ea	85.00	680.00
Envelopes W/Logo Plain No window envelope	8 boxes of 500 ea	85.00	680.00

Description	Estimated Quantity	Unit Price	Total Price
JUSTICE OF THE PEACE PRECINCT 1 PLACE 1			
Magistrate's Warning	1,000 ea page	.0586	117.20
Community Hours Form	1,000 ea page	.0907	90.70
Plaintiff's Original Petition Form	1,000 ea page	.056695	113.90
Instructions For Filing Suit Form	1,000 ea page	.056695	113.90
Driving Safety Course Request	1,000 ea page	.12305	123.05
Application For Emergency Commitment	1,000 ea page	.1961 5	196.15
Letterhead Paper	1 ream of 500	70.40	70.40
Business Cards	2 boxes of 500	45.95	91.90
Envelopes W/Logo - Size 4 ⅛" x 9 ½", no window,	2 boxes of 500	45.27	90.54
Envelopes W/Logo - Size 4 ⅛" x 9 ½", with window	3 boxes of 500	31.23	93.69
Printed Envelope	3 Boxes of 500	37.32	111.96
Certificate Of Vital Record Paper – Size 8.5"x11"	1,000	NO	BID
Certificate Of Vital Record Paper – Size - 8½" X 14	1,000		

OPENED
10:00
1/25/12
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Description	Estimated Quantity	Unit Price	Total Price
DISTRICT ATTORNEY			
Letterhead Paper - 8.5" X 11", #20 Fine quality Bond Paper	5 boxes of 500	57.23	286.15
Manila Folder- Special die cut end	10,000	.3326	3325.95
Business Cards - 3½" X 2"	500 per box	36.00	36.00

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Worthless Check Affidavit	9000	.05381	484.25
Authorization For Medico legal Examination	1,000	.20355	203.55
Envelopes W/Logo - Size 4 ⅛" x 9 ½", Standard Envelopes, (Checks Department)	10 boxes of 500	37.30	373.00
Envelopes W/Logo - Size 4 ⅛" x 9 ½", Standard Envelopes (Misdemeanor Department)	20 boxes of 500	130.00	2,600.00
Envelopes W/Logo - Size 4 ⅛" x 9 ½", Standard	8 boxes of 500	40.34	322.7
Victim Impact Statement	5,000 per year	.06827	341.35
Check Receipt	5,000	.05366	268.30
Check Writer Flyers	500	.3957	197.85
Misdemeanor Complaints	10,000	NB	NB
Criminal Manila Folders- Legal Size, Folder Stock, End tab, ½ Cut Folders w/ black ink print, 1,000 per box	10 boxes of 1,000	290.49	2904.90

Description	Estimated Quantity	Unit Price	Total Price
COUNTY COURT LAW #4 (JUDGE FRED GARZA)			
Letterhead Paper	5000	.09892	494.60
Envelopes W/Logo	1000	.21525	215.25
Business Cards	1000	39.95	39.95
Certificate of Appreciation	5000	.42203	2110.15

Description	Estimated Quantity	Unit Price	Total Price
COUNTY COURT #6 (JUDGE ALBERT GARCIA)			
Letterhead Paper,	5000	126.55	632.75
Envelopes W/Logo	1000	169.35	169.35
Business Cards	1000	39.95	39.95

Description	Estimated Quantity	Unit Price	Total Price
COUNTY COURT # 7 (JUDGE ROLANDO CANTU)			
Letterhead Paper	5000	126.55	632.75
Envelopes W/Logo	1000	169.35	169.35
Business Cards	1000	39.95	39.95

OPENED
10:00
1/25/10
Witnessed

Description	Estimated Quantity	Unit Price	Total Price
DISTRICT CLERKS			
Business Cards	30 boxes 500 per bx	107.25	3,217.50
Business Cards	500 per box	107.25	107.25
Envelopes W/Seal- With Window	120 boxes of 500	36.91	4429.20
Envelopes W/Seal , No Windows	120 boxes of 500	40.83	4,899.60

Description	Estimated Quantity	Unit Price	Total Price

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

JAIL DEPARTMENT			
Inmate Request Forms-	30,000 ea	.25987	7796.05
Bail Bond Fee Refund Forms	300	.55067	165.20

Description	Estimated Quantity	Unit Price	Total Price
LAW ENFORCEMENT			
Administrative Action Form	10,000	.05937	593.65
Evidence Cards	6,000	.02362	141.70
Evidence/Inventory Control Report	1,000	.2305	230.50
Civil And Warrants Writ Of Possession Notice	1,000	.2088	208.80
Name Placement Card	500	.3211	160.55
Sheriff Badge Stickers	5,000 stickers	350.20	350.20
Child ID Card	5,000	.13298	664.90
Operation Child Safeguard Flyers	5,000	.10789	539.45
Recruitment Flyer	5,000	.15579	778.95
Latent Fingerprint Index Card	5,000	.03173	158.65
Latent Print Envelope	2,000	.06678	133.55
Official Photograph	2,000	.0597	119.40
Envelope	3,000	0.07632	228.95
Business Cards –3 ½" x 2" 1 sided	1 box of 250	57.25	57.25
Business Cards – 3 ½" x 2" 2 sided front and back	1 box of 250	71.25	71.25
Citation Books	25 per book 250 books	6.86	1715.00
Time Earned/Absence Request Form-	5,000	.26849	1342.45
Field Interview Cards	5,000	.04408	220.40
Impound Books	25 per book 100 books	5.14	514.00
Maintenance Books–	25 per bk 250 bks	3.16	790.00
Offense/Incident Reports-front and back	30,000	.02063	618.85
Offense Reports-Narrative	40,000	.01574	629.50
Offense Reports-Property Reporting	10,000	.02262	226.20
Victim's Bill of Rights Pamphlet	5,000	.081	405.00
Inmate Trust Receipt Book	50 sets per book 200	15.02	3004.00
DIC-24 Statutory Warning	100	.602	60.20
DIC-25 Notice of Suspension Temp. Driving Permit	100	.602	60.20
Motor Pool Service Request	1000	.08765	87.65
Motor Pool Service Request sticker	1000	82.00	82.00
The State of Texas Statement of Elected/ Appointed Officer	300	.36917	110.75
Deputation	300	.65867	197.60
Operation Child Safeguard 17x22" Poster:	500	1.1605	580.25

OPENED
10:00
1/25/12
Witnessed

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	Estimated Quantity	Unit Price	Total Price
HEALTH AND HUMAN SERVICES			
Envelopes W/Logo	15 boxes of 500 per box per order	20.60	309.00
Letterhead Paper	20 reams of 500	63.30	1,266.00
Receipt Books	as needed	N.B.	N.B.
Application For On-Site Sewage Facilities	2,000 per order	.12563	251.25
Technical Information For On-Site	2,000 per order	.12563	251.25
Authorization To Construction-	2,000 per order	.12563	251.25
Soil Evaluation Report Information	2,000 per order	.07688	153.75
Food Service Inspection Report	2,000 per order	.24013	480.25
On Site Sewage Inspection Report	2,000 per order	.17788	355.75
Services Offered Pamphlet –English	5,000 per order	.15689	784.45
Services Offered Pamphlet –Spanish	5,000 per order	.15689	784.45
Keep Your Germs To Yourself-English	1,000 per order	.1472	147.20
Contenga Sus Gérmenes-Spanish	1,000 per order	.1472	147.20
Stop The Flu	1,000 per order	.16425	164.25
Alto A La Gripe	1,000 per order	.16425	164.25

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: Gateway Printing & Office Supply, Inc – Jones-Cook

ADDRESS: 315 So Closner

CITY/STATE/ZIP CODE: Edinburg, TX 78539

PHONE NUMBER: 956-383-3861

E-MAIL ADDRESS: gateway p.com

CELLULAR NUMBERS: 956-821-3126

FAX NUMBER: 956-383-4674

AUTHORIZED SIGNATURE: Junior Cordero

PRINTED NAME: JUNIOR CORDERO

TITLE: Account Manager

DATE: 1-24-12

OPENED
10:00
1/25/12
Witnessed

ACKNOWLEDGMENT OF BID SUBMITTED

EXHIBIT "C"
INSURANCE REQUIREMENTS

GATEW-1 OP ID: AO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/05/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Christopher Graham, CIC	CONTACT NAME: Arnetta Oropeza PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: aoropeza@swkins.com
INSURED Gateway Printing Office Supply 11889 Starcrest Dr. San Antonio, TX 78247	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : United Fire & Casualty Co. — 13021 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			85319822	07/31/2014	07/31/2015	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							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 PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER							$	
A	AUTOMOBILE LIABILITY			85319822	07/31/2014	07/31/2015	COMBINED SINGLE LIMIT (Ea accident)	$	
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	1,000,000
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR			85319822	07/31/2014	07/31/2015	EACH OCCURRENCE	$	2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	2,000,000
	DED X RETENTION $ $0							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / 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	Auto Physical Dama			85319822	07/31/2014	07/31/2015	COMP		1000 deduct
							COLL		1000 deduct

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured for the business auto liability per form # CA7109

CERTIFICATE HOLDER

HIDCOED

Hidalgo County
2812 So. Bus 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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Forms:

CA7109 01 06 Business Auto Ultra Endorsement
CG7208 09 13 Texas Extended Ultra Liability Plus Endorsement

Evangelina Garcia

From: Steve Crain [scrain@atlashall.com]
Sent: Monday, March 05, 2012 8:34 AM
To: 'Evangelina Garcia'
Subject: RE:

The contract is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, March 01, 2012 4:10 PM
To: 'Stephen L. Crain'
Cc: 'Marynel Trevino'; 'Martha Salazar'
Subject: FW:

Mr. Crain:
As per Marty's request, attached is the first of three contracts (multiple award) for your review as to form with the revision as requested.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, February 29, 2012 12:00 PM
To: 'Martha Salazar'
Subject:

Marty:
Attached for legal review as to form is the revised contract with Gateway Printing so as to proceed with an agenda item for March 13, 2012.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 6, 2015

E.A. Stone dba Gulf Data Products
Attn: Kevin Kanipe
810 E. Harrison
Harlingen, Texas 78550

Via Email: gulfdata2@sbcglobal.net

Re: Sixty-Day Extension for "Printing Services and Related Supplies-Hidalgo County"
Extended Contract #C-E-14-103B-03-18 (Original Contract #C-12-008B-03-20)

Dear Mr. Kanipe:

Commissioners' Court will take applicable action **(Tuesday, March 3, 2015)** in connection with the Hidalgo County's option to exercise the **sixty (60) day grace period** for the current agreement in place while procurement process is completed and processed, at the same rate, term and conditions.

Please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, March 3, 2015** for discussion, consideration and action, by signing below and returning to the Purchasing Department so as to attach to agenda item for approval, by no later than **3:00 p.m., Wednesday, February 11, 2015 and or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Kevin Kanipe Date: 2-9-15

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

AGREED

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	Estimated Quantity	Unit Price	Total Price
HEALTH AND HUMAN SERVICES			
Envelopes W/Logo	15 boxes of 500 per box per order	16.00BX	240.00
Letterhead Paper	20 reams of 500	45.45RM	909.00
Receipt Books 160 BKS ORDERD LAST	as needed	10.90BK	
Application For On-Site Sewage Facilities	2,000 per order	.1025	205.00
Technical Information For On-Site	2,000 per order	.1025	205.00
Authorization To Construction-	2,000 per order	.1025	205.00
Soil Evaluation Report Information	2,000 per order	.0445	89.00
Food Service Inspection Report	2,000 per order	.169	338.00
On Site Sewage Inspection Report	2,000 per order	.1515	303.00
Services Offered Pamphlet –English	5,000 per order	.1014	507.00
Services Offered Pamphlet –Spanish	5,000 per order	.1014	507.00
Keep Your Germs To Yourself-English	1,000 per order	.058	58.00
Contenga Sus Gérmenes-Spanish	1,000 per order	.058	58.00
Stop The Flu	1,000 per order	.058	58.00
Alto A La Gripe	1,000 per order	.058	58.00

OPENED
10:00
1/25/12
Witnessed

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: GULF DATA PRODUCTS
ADDRESS: 810 E. HARRISON
CITY/STATE/ZIP CODE: HARLINGEN TX 78550
PHONE NUMBER: 381-9996 - 800-825-5395
E-MAIL ADDRESS: gulfdata2@sbcglobal.net
CELLULAR NUMBERS: 956-802-7467
FAX NUMBER: 956-425-5535
AUTHORIZED SIGNATURE: Kevin Kanipe
PRINTED NAME: KEVIN KANIPE
TITLE: PRESIDENT
DATE: 1-15-12

Agreed

ACKNOWLEDGMENT OF BID SUBMITTED Kevin Kanipe 2/9/15

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-008B-03-20

THIS CONTRACT is made and entered into this **20th Day** of **March, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **E.A. STONE INC. D/B/A GULF DATA PRODUCTS, A TEXAS CORPORATION** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"PRINTING SERVICES AND RELATED SUPPLIES"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a term of one year effective **April 16, 2012** and ending on **April 15, 2013.** Hidalgo County at its sole discretion elect, to extend the term of this Contract for an additional two (2) - one (1) year terms at the same rates, terms and conditions and may further extend this Contract an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall

have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or 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** **1615 South Closner, Suite J** **Edinburg, Texas 78539**
If to Company	**E.A. Stone Inc. d/b/a Gulf Data Products** **810 E. Harrison** **Harlingen, Texas 78550**

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

17. 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.

18. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this 30 day of March, 2012.

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

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

COMPANY: GULF DATA PRODUCTS

By: Kevin Kanipe

Printed Name: KEVIN KANIPE

Title: PRESIDENT

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: SLC

Stephen L. Crain

APPROVED BY COMMISSIONES COURT: 03/20/12

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

December 12, 2011

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –**"Printing Services & Related Supplies"**
Bid No: 2012-008-01-04-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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

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
"PRINTING SERVICES & RELATED SUPPLIES"
Bid No: 2012-008-01-04-MEG

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 __17__ pages.
4. Exhibit "B" Bid Page consisting of __11__ 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, consisting of __1__ of page.
9. Draft Requirements Agreement, consisting of __8__ pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

December 12, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2012-008-01-04-MEG **Buyer: Elena Gomez Tel. No: (956) 318-2626 Ext. 4855**

REQUEST FOR BIDS

HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"

BID OPENING DATE:
JANUARY 04, 2012

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

1. Sealed bids will be received for **HIDALGO COUNTY–"PRINTING SERVICES & RELATED SUPPLIES"** 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: **RFB-2012-008-01-04-MEG HIDALGO COUNTY–"PRINTING SERVICES & RELATED SUPPLIES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281-New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, JANUARY 04, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2012-008-01-04-MEG HIDALGO COUNTY–"PRINTING SERVICES & RELATED SUPPLIES".**

   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–"PRINTING SERVICES &**

RELATED SUPPLIES" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**JANUARY 04, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

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 there under, 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 (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or

damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in HIDALGO COUNTY, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.:2012-008-01-04-MEG

To: 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

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
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2012-008-01-04-MEG

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Printing Services & Related Supplies" in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Vendor shall furnish all materials and supplies necessary to execute the specifiedservices. These services will be on an "As Needed Basis".

Specifications:
Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

Samples/Demos/Proofs: Upon requesting, samples/demos and/or proofs shall be furnished to Hidalgo County at no additional cost, for approval prior to printing.

- **Samples:** Will be provided to Hidalgo County designee, prior to printing for approval by Department.
- **Proofs:** Must be supplied prior to printing at no additional cost to the Hidalgo County. The proof shall then be dated, signed by Hidalgo County and returned to vendor for printing.

Pick-up and Delivery Requirements: Successful bidder shall pick-up orders at Hidalgo County designated Department(s), if requested by Department and shall deliver all completed work to the address listed herein. Inside delivery locations will be stated on each Hidalgo County Purchase Order. Inside delivery shall be included in the bid price. If the vendor choices to transport by a third party delivery, it must be stated under the method of delivery.

Pricing: All pricing submitted shall be inclusive of all reproduction costs to produce a complete and ready to use product. Any costs associated with the following: additional set-up fees, change fees, typesetting fees or delivery fees must be included in the bid prices. Hidalgo County will not accept or pay additional costs such as mentioned above.

Paper Stock: Paper stock shall be the same or better stock quality as sample provided.

Packaging: Packaging of forms shall be boxed in quantities standard to the industry. All packages shall be marked with form number and Hidalgo County purchase order number on outside.

Sample Review: This printing includes various items and forms. Bidder shall assume sole responsibility for viewing these samples in order to submit a bid consistent with requirements of the County. Failure to do so may result in rejection of bid. Bidders are strongly encouraged to review the samples prior to submitting a bid. **Bidder wishing to view forms before submitting a bid may do so by requesting an appointment via E-mail to:** Elena.gomez@co.hidalgo.tx.us. Or by coming to the Pre-Bid Conference shown on the last page of this bid, when discrepancy occurs between specifications and sample, the sample shall prevail.

It is not necessary for bidders to submit bids for all sections to be considered for an award. However, bidder is expected to submit pricing for all items within each section that the bidder chooses to respond, in order to be considered for award for that particular section.

Over runs: Hidalgo County shall not pay for over-runs. Vendor is cautioned to provide only the quantity of print copies as stated on the Purchase Order. Any over-runs delivered to the County shall be considered as a donation and no additional fees will be allowed and/or paid.

CD –Samples of most of the printing forms will be provided to all bidders in a CD File for your review and consideration. Specifications: Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

General Requirements: The following are the minimum requirements and/or specifications that will be

acceptable by the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

- Materials must be available for pick-up and/or delivery to the various locations in Hidalgo County during normal working hours, Monday through Friday
- All items must be shipped **F.O.B. INSIDE DELIVERY**
- If the vendor choices to transport by a third party delivery, it must be stated under the method of delivery on Exhibit B.
- All purchases will be on an **"As Needed Basis"**, there are no set quantities to be purchased.
- All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
- All costs and expenses associated with the preparation and submission of bids shall be the Responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.
- BID PAGE - Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable, for not applicable please type/write in N/A on the form. INCOMPLETE submittals shall be considered a probable cause for disqualification.
- Vendor should match the sample as much as possible

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

4. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

5. 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.

6. 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.

7. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

8. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

9. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10. 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.

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:

PRE-BID CONFERENCE

A pre-bid conference will be held on **Monday December 19, 2011 at 9:30 A.M.** In Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements or/and view the sample if necessary. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

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, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO Elena.gomez@co.hidalgo.tx.us by no later than Monday December 19, 2011 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than Thursday December 22, 2011 @ 5:00 P.M.

	Description	Quantity	Special Instructions
	PURCHASING DEPARTMENT		
1	TERMS AND CONDITIONS PAPER: for PO's 28lbs paper printed in black on one side only	30,000 per order	

	Description	Quantity	Special Instructions
	ADULT PROBATION DEPARTMENT		
1	**Appointment Cards** - 8½" X 11" Page Size, black ink printing w/black ink logo, 6 cards per page, 110 lb. paper, double sided print cut into 6 cards	6,000 per year	
2	**Probationer Acknowledgment Form**- 8½" X 11" Page Size, Single sided print, black ink printing	2,000 per year	
3	**Initial Assessment Form** - Legal Size Paper 8½" x 14", Double sided print, black ink printing,	1,000 per year	
4	**Court Information Form** - 8½" X 11" Page Size, Double sided print, black ink printing	1,200 per year	
5	**Community Service Restitution ID Card** - 8½" X 11" Page Size, 110 lb. paper 4 cards per page, Black ink printing, double sided print, cut into 4 cards	4,000 per year	
6	**Court Notes** - 8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
7	**Community Service Restitution Program Rules** - 8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
8	**Authorization To Release Information** -8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
9	**Employment Search Forms** -8½" X 11" Page Size, single sided print, black ink printing	1,000 per year	
10	**Family History Information** -8½" X 11" Page Size, Double sided print, black ink printing	6,000 per year	
11	**Field Visit Log** - 8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
12	**Gun Control Act** - 8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
13	**Guidelines For Payment To The Acct. Dept.**- 8½" X 11" Page Size, Double sided print, black ink printing	6,000 per year	
14	**Home Visit Cards** - 8½" X 11" Page Size, Double sided print, black ink printing, 110 lb. paper, 6 cards per page, cut into 6 cards	1,000 per year	

15	**Intake Checklist** - 8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
16	**Leave Request** - 8½" X 11" Page Size, single sided print, black ink printing (not cut)	2,000 per year	
17	**Intake Appt. Referral** -8½" X 11" Page Size, Double sided print, black ink printing	3,000 per year	
18	**Monthly Report (By Mail)** -8½" X 11" Page Size, Double sided print, black ink printing English/Spanish	3,000 per year	
19	**Monthly Report (In Person)** -8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
20	**Office Rules And Regulations** - 8½" X 11" Page Size, Double sided print, black ink printing	3,000 per year	
21	**Probationer Acknowledgment Form** -8½" X 11" Page Size, single sided print, black ink printing		
22	**Personal Data Form** - 8½" X 11" Page Size, Double sided print, black ink printing	2,000 per year	
23	**Probationer Monthly Report Sign-In-Ledger** -8½" X 11" Page Size, single sided print, black ink printing	1,000 per year	
24	**Payment Schedule** -8½" X 11" Page Size, Double sided print, black ink printing	1,500 per year	
25	**Receptionists' Slips** - 8½" X 11" Page Size, Double sided print, black ink printing, 8 slips per page, cut into 8 individual slips	1,000 per year	
26	**Records Control Unit Processing Checklist** - 8½" X 11" Page Size, single sided print, black ink printing (not cut)	3,000 per year	
27	**R.C.U. Intake File Tracking Form** - 8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
28	**Referral Cards** - 8½" X 14" Legal Page Size, single sided print, black ink printing, 110 lb paper, Green in color, 9 cards per page, cut into 9 cards	1,000 per year	
29	**Reassessment Form** - 8½" X 14" Legal Page Size, Double sided print, black ink printing	1,000 per year	
30	**TCIC/NCIC Request** - 8½" X 11" Page Size, single sided print, black ink printing	500 per year	
31	**Sign-In Roster** - 8½" X 14" Legal Page Size, single sided print, black ink printing	500 per year	
32	**Scanning Checklist** - 8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
33	**TEAS DPS Inquiry Log** -8½" X 11" Page Size, single sided print, black ink printing	4,000 per year	
34	**Telephone Message** - 8½" X 11" Page Size, single sided print, black ink printing, 4 messages per page, not cut	4,000 per year	
35	**Travel Permit Slips** - 8½" X 11" Page Size, Double sided print, black ink printing, 4 permits per page, not cut	3,000 per year	
36	**Telephone Log**- 8½" X 11" Page Size, single sided print, black ink printing	1,500 per year	
37	**Website Log** - 8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
38	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with no window	4 boxes of 500	
39	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with window,	4 boxes of 500	
40	**Pre-Numbered Receipts** – 9 ½" x 11" Paper size, continuous feed paper, letters and numbers in red ink print	60,000 per year	Starting № **AP 745406**

HIDALGO COUNTY
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	Description	Quantity	Special Instructions
	COUNTY AUDITORS OFFICE:		
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper, one sided print, flat black ink print, watermark gray seal w/ light, dark gray and black shading 500 per ream	2 reams of 500	
2	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper, one sided print, flat, w/gray watermark seal 500 per ream	2 reams of 500	

	Description	Quantity	Special Instructions
	COUNTY CLERKS OFFICE:		
1	**Recreational Fishing Regulations Cards**-3½" X 2", Double sided print, black, blue, red, green ink, shading – light blue	1,000	
2	**Recreational Hunting Regulations Cards** - 3½" X 2", Double sided print, black, blue, red, green ink, shading – light blue	1,000	
3	**Business Cards - -** 3½" X 2", Blue and red ink Raised Lettering, w/ blue Raised Seal and lettering, Single sided print-500 per box, landscape layout		Logo will change
4	**Business Cards - -** 3½" X 2", Blue and red ink Raised Lettering, w/blue Raised Seal and lettering, Single sided print-500 per box, landscape layout		Logo will change
5	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue and red print, w/ blue flat print seal 500 per box, with window	40 boxes of 500 per box	Logo will change
6	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue and red print, w/ blue flat print seal 500 per box, plain with no window	40 boxes of 500 per box	Logo will change
7	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with window	40 boxes of 500 per box	Logo will change
8	**Letterhead Paper** - 8.5" X 11", #20 Fine quality White Bond Paper, one sided print, flat print blue/red ink, blue seal w/blue flat lettering, 500 per ream, Watermark seal	30 reams of 500 sheets	Logo will change
9	**Certificate Of Withdrawal From Business**-- 8.5" X 11", Black ink printing, blue border, Fine quality bond paper	10,500 ea	Will stay the same
10	**Assumed Name Certificate**- 8.5" X 11" Form, Black border, Black ink printing, Double sided print, fine quality bond paper	10,500 ea	Will stay the same
11	**Newly Wed Letter**-- 8.5" X 11", Fine quality bond paper, Blue/Red/Black ink, double sided, flat print with/watermark seal**** English & Spanish (front and Back)	10,000ea	Logo will change
12	**Scratch Pads** – 7" X 4 ¼" –Note pad,	500 pads of	
13	**Birth/Marriage Envelopes**- Custom Design, Printed gold ink one side , White crushed marble stock, Finished Size : 4" x 9.5" closed after printing , Folded and glued	6,000	
14	**Booklet Envelopes**--9½" x 12" Booklet Envelopes,28# White Stock, **With or without peel** and stick feature ,Printed two (2) color Special Window	6,000 per order	

	Description	Quantity	Special Instructions
	H.I.D.T.A. TASK FORCE:		
1	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, raised black print, w/gold raised ink seal 500 per box, with window	4 boxes of 500	
2	**Letterhead Paper - --** 8.5" X 11", Fine quality paper, Raised lettering, black ink, gold raised seal 500 per ream	4 reams of 500	
3	**Business Cards** -3½" X 2", Black ink Raised print, w/ gold raised seal, Single sided print-500 per box, landscape layout	1 box of 500 Per each	9 people

4	**Mailing Labels** – 3"X4" flat print, black ink w/gold foil stamp, 500 per roll	Needed every other year	
5	**Vehicle Impoundment Report** - 8.5" X 11" Page size, 3-part NCR, Paper Sequence: White, Canary Yellow and Pink, black ink flat print, one sided print	500	
6	**Receipt For Forms** -8.5" X 11" Page size, 2-part NCR, Paper sequence: White and Canary Yellow, Black ink flat print, one sided print	500	
7	**Investigative File Jacket** – 9"X13" Page size, Light Blue Tag Board, Black ink front & back of front cover **back page blank** w/ two hole punch on top (centered)		
8	**Investigative File Jacket** – 9"X13" Page size, Canary Yellow Tag Board, Black ink front & back of front cover page only **back page blank** w/ two hole punch on top (centered)		
9	**Dividers Multi-Color** – 9"x11" - 8 Tab Dividers per set, labeled, Multi Color	400 sets purchase yearly	
10	**Name Plate** – Wood Base, w/Black, brass double mounted, w/2 seals , w/name and title	On as needed basis	

	Description	Quantity	Special Instructions
	HUMAN RESOURCES:		
1	**Business Cards** - - 3½" X 2", Blue ink Raised Lettering, w/ gold foil stamp w/blue Raised lettering, Single sided print-500 per box, landscape layout	500 per box	6 people/ 1 box per ea
2	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue, w/ gold foil stamp seal 500 per box, plain with no window	4 boxes of 500 ea box	
3	**Interview Worksheet** -- 8.5" X 11" Black ink printing, single sided	5,000 ea	
4	**Interview Selection Form**-- 8.5" X 11" Black ink printing, gold seal w/black lettering	5,000 ea	
5	**Letterhead Paper** -- 8.5" X 11", Fine quality bond paper, blue lettering w/ gold foil stamp w/blue lettering, w/watermark print, 500 per ream	20 reams of 500	
6	**Drainage District #1 Application** -- 8.5" X 11" page, White paper, double sided print, 2 sheet application, all black ink printing, minor gray shading	4,000 ea page	2 pages double sided print
7	**County Of Hidalgo Application**-- 8.5" X 11" Page, White Paper, double sided print, 2 sheet application, all black ink printing, minor gray shading	12,000 ea page	2 pages double sided print
8	**Sheriff Department Application** - - 8.5" X 11" Page, White Paper, Single sided print, all black ink printing, 10 pages,	10,000 ea page	
9	**Sick Leave Donation Form**-- 8.5" X 11" Page, black ink printing, Single sided print, 4,000	4,000	
10	**Hidalgo County Employee Manuals** - 8.5" X 11" Page, Single sided black ink print, w/clear plastic cover page front and back in blue paper, white plastic comb binding	3,500	158 page Manual w/Blue Cover Page front & back
11	**Hidalgo County Personnel Policy Manual**-8.5" X 11" Page, w/4 index tab dividers per book, double sided black print for 54 pages, single sided print for 54 pages	1,500	106 page manual w/ Tan Color Cover & Back Page

	Description	Quantity	Special Instructions
	JUVENILE JUSTICE CENTER		
1	**LETTERHEAD PAPER** - 8.5" X 11", #20 Fine quality White Bond Paper, one side print, flat print blue, foil gold seal w/ blue, flat lettering, 500 per ream	10 reams	Light Blue shading
2	**VISITOR'S LABELS**- 4 ¼" x 3 ¼" White, Blue Flat Print, w/ Gold Foil Logo w/ blue lettering, 6 self peel labels per page		

3	**MAILING LABELS-** 4 ¼" X 3 ¼" White, blue Flat Print, w/ Gold Foil		
4	**Business Cards - -** 3½" X 2", Blue ink Raised Lettering, w/Blue and Gold Raised Seal w/ blue lettering, Single sided print-500 per box, landscape layout		
5	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue lettering, w/ foil gold seal w/blue flat lettering seal 500 per box, Plain no window envelope		
6	**Policy And Procedures Manual -** 8.5" X 11", 241 Sheets per book, w/Navy Blue 3 Ring Binder w/Clear Front, with 23 Tabs in each book		
7	**Annual Report** 8.5" X 11" White Bond Paper, w/Blue Flat Print on cover stock. Plastic comb binding, front and back black ink printing,		

	Description	Quantity	Special Instructions
	PLANNING DEPARTMENT:		
1	**Approved Application** – 5 ½" X 8 ½" –Development Permit Posted Cards: Florescent Lemon Color, 10 point thickness, **90lb card** stock, white back, Numbered, Black ink w/Gray Watermark Seal	Pct 1=2650 Pct 2= 300 Pct 3=2650 Pct 4=2650	Starting No. 9295 Starting No. 1356 Starting No. 12981 Starting No. 12453
2	**Receipt Books -** 5 ½" X 8 ½"-3-Part NCR, **20 lb Paper** Sequence White, Canary, Yellow & Pink, 50 pages per book 2 Receipts per page, Die cut (tear out receipt) Each page paper copy white- Customer Copy, Canary Copy – Auditor's Copy and Pink Copy – Office Copy	27 Books of 100/Receipts Per book	Starting № Precinct 1 RECEIPT № 1-187001-1
3	**Receipt Books -** 5 ½" X 8 ½"-3-Part NCR, **20 lb Paper** Sequence White, Canary, Yellow & Pink, 50 pages per book 2 Receipts per page, Die cut (tear out receipt) Ea paper copy white-Customer Copy, Canary Copy – Auditor's Copy and Pink Copy – Office Copy	66 Books of 100/Receipts Per book	Starting № Precinct 2 RECEIPT № 2-70980-2/4
4	**Receipt Books -** 5 ½" X 8 ½"-3-Part NCR, **20 lb Paper** Sequence White, Canary, Yellow & Pink, 50 pages per book 2 Receipts per page, Die cut (tear out receipt) Ea paper copy white-Customer Copy, Canary Copy – Auditor's Copy and Pink Copy – Office Copy	27 Books of 100/Receipts per book	Starting № Precinct 3 RECEIPT № 3-39701-3
5	**Culvert Installation Work Order-** 8.5" X 11", 4 Part NCR, Paper Sequence-White, Canary Yellow, Pink and Green, Pre-numbered, Routing White-Customer Copy, Canary Yellow-Auditor's Copy, Pink- Office Copy, Green-Permanent Copy	12 Books / 25 Work orders per bk	Pre-numbered Starting № 0002151

	Description	Quantity	Special Instructions
	TREASURER'S OFFICE:		
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper, one sided print, flat GREEN ink print, foil gold seal w/ green flat lettering 500 per ream	1 ream of 500	
2	**Business Cards - -** 3½" X 2", GREEN ink Raised Lettering, w/ GREEN and Gold Raised Seal w/ GREEN lettering, Single sided print-250 per box, landscape layout	500 per box	
3	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat GREEN lettering, w/ GREEN and gold seal w/ GREEN flat lettering seal 500 per box, with window	25- boxes 500 per box	
4	**Large Window Envelope** 5 ½ x 8 ¾, 2 ¾" x 5 ½ " window ½" from left 5/8 from top on 20lb paper	5- boxes 500 per box	

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	Description	Quantity	Special Instructions
	TAX OFFICE		
	TAX ASSESSOR COLLECTOR		
1	**Business Cards - -** 3½" X 2", Black ink Raised Lettering, w/ gold raised stamp w/gold Raised lettering, Single sided print- landscape layout-- **glossy**	1000 per order	
2	**Business Cards - -** 3½" X 2", Black ink Raised Lettering, w/ gold raised stamp w/gold Raised lettering, Single sided print- landscape layout-	500 per order	
3	**Letterhead Paper** -- 8.5" X 11", Fine quality bond paper, black lettering w/ gray watermark seal w/picture in various stages of gray shade, 500 per ream	5000	
4	-8.5X11 Bou ppr,bnd, recy, rio bond plain paper WITH WATERMARK	100	
5	**Envelopes W/Logo #10 -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat black and red print, w/ black flat print seal 500 per box, with window, IMPORTANT OPEN AT ONCE	1500	
6	**Envelopes W/Logo #9 -** Size 3 7/8 x 8 7/8" return envelopes, flat black print, w/ black flat print seal 500 per box, plain with no window	5000	
7	**Envelopes W/Logo #10 -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with NO window (TAX Assessor/Collector)	20,000 per order	
8	**Envelopes W/Logo #10 -** Size 4 ⅛" x 9 ½", Standard Window, rev flap, 24# ww, diagonal seam, gym seal printed	60,000 per order	
9	**Envelopes W/Logo #9 -** Size 1 1/8 x 3 ½ , Envelopes, flat black print, w/ black flat print seal with window	20,000 per order	
10	**Deputation Form:-** 8.5 x 11.14 Rio Grande Valley bond white 24 # 2/2 black & blue	250	
11	**Self Inking and Rubber Stamps:** Please see attached (3-5 each at a time)	5	
12	**Envelope---4 1/8" x 9 ½"** standard envelope #10 flat black print w/ black flat print w/blk print seal with window	5000	
	AUTOMOBILE DEPT PLUS ALL SUBSTATIONS		
1	**Business Cards - -** 3½" X 2", Black ink Raised Lettering, w/ gold raised stamp w/gold Raised lettering, Single sided print- landscape layout-	500 per order	
2	**Letterhead Paper** -- 8.5" X 11", Fine quality bond paper, black lettering w/ gray watermark seal w/picture in various stages of gray shade, 500 per ream	5,000	
3	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, without windows (automobile License Dept)	7500	
4	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with no window(Automobile License Dept)	50 bxs of 500	
5	**Envelopes W/Logo -** 10 ½"x7 ½" Double-prong metal clasp w/reinforced eyelets for a secure closure Brown Clasp Envelopes/ 100 per box w/ black ink printing and black ink seal	10 bxs of 100	
6	**Envelopes W/Logo -** 12 ½" x6 ½" brown envelopes 500 per box w/ black ink printing and black ink seal w/gummed seal	10 bxs of 500	
7	**Deputation Cards-** 3.875 x 2.375 index color # 110 black	250	
8	**County Liquor Permit Rect:-** size 4 x 7.5 NCR 3 part white, canary, pink #17 black	150	50 per pack
9	**Refund Slips** size 7 x 3.25 off set , white 50# black padding with chipboard	3000 per order	

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	Description	Quantity	Special Instructions
	COMMISSIONER PRECINCT 3		
1	**Business Cards** -- 3½" X 2", Ink -Black Raised Lettering, w/Gold Foil Seal , Single sided print, portrait business card layout, 500 per each	1box of 500	9 people 1 box per ea/Portrait Card Layout
2	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond White Linen Paper one sided print, raised blue ink print , gold foil stamp seal w/blue lettering, 500 sheets per ream	2 boxes/ of 500	
3	**Letterhead Paper** – 8.5" X 11", Linen Paper	2 boxes/ of 500	
4	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box	2 boxes / Of 500	
5	**Landfill Form-** Legal Size Paper 8½" x 14" - One sided print, Black ink, 100 sheets per tablet, Portrait Top glue bind	50 Tablets of /100 sheets per	Glue Bind Top Tablet
6	**Parking Permit-** 3½" x 5 ½" Single sided print, White paper w/red lettering, glue bind top, 50 sheets per booklet	12 / 50 sheets per	Glue Bind Top Booklet

	Description	Quantity	Special Instructions
	139TH DISTRICT COURT:		
1	**Business Cards** - 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	4 bxs. Of 500	
2	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat black ink print , gold ink foil stamp seal, 500 sheets per ream	4 reams of 500	
3	**Order Of Release/Order Of Commitment** – 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page **only** front and back print, 2nd and 3rd page front only (same as page 1)	2,000/3 part	Top Glue Bind
4	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, raised Print, black ink and Gold for seal 500 per box	2 boxes of 500	

	Description	Quantity	Special Instructions
	206TH DISTRICT COURT:		
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper, one sided print, raised black ink print , seal raised gold ink, 500 sheets per ream	2 reams of 500	
2	**Letterhead Paper** - 8.5" X 11" 25 % Cotton Paper		
3	**Order Of Release/Order Of Commitment** – 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page **only** front and back print, 2nd and 3rd page front only (same as page 1)	2,000/3 part	Top Glue Bind
4	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, raised Print, black ink and Gold for seal 500 per box	2 boxes of 500	
5	**Juror's Handbook Pamphlets** -17 ½" X 9", Flat Print Black Ink – Double Sided, 4 fold pamphlet, Light Blue Paper	1,000	
6	**Business Cards** - 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	1,000	
7	**Juror Tags** - 3½" x 2", Black flat Print, Red Paper Stock, Laminated w/thumb grip clip	14	

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	Description	Quantity	Special Instructions
	332TH DISTRICT COURT		
1	**Business Cards** - 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	500 per order	
2	**Instructions to Jurors in Civil Cases** 5 ½ x 7" folded in half printed in black front and back in and out of	2000 per order	
3	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes flat black Print, and flat black ink for seal	2500 per order	
4	**Letterhead Paper** - 8.5" X 11" 25 % Cotton Paper- flat Print, black/gray ink	1000 per order	
5	**Order Of Release/Order Of Commitment** – 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page **only** front and back print, 2nd and 3rd page front only 2nd page Yellow page and 3rd page in pink 2 hole punch on top	2500 per order	
6	**Order Of Referral For Mediation:** 8.5" X 11" 25 % Cotton Paper- Printed in front page in Black only	2000 per order	

	Description	Quantity	Special Instructions
	370TH DISTRICT COURT:		
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat black ink print , gold ink foil stamp seal, 500 sheets per ream	1000 per order	
2	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, raised Print, black ink and Gold for seal 500 per box	1000 per order	

	Description	Quantity	Special Instructions
	389TH DISTRICT COURT		
1	**Letterhead** 8.5" x 11" Cotton Paper		
2	**Business Cards** - 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout		
3	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, Ink – Black and Red raised Print, black ink with Gold seal		
4	**Order Of Release/Order Of Commitment** – 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page **only** front and back print, 2nd and 3rd page front only (same as page 1)		
5	**Certificate of Appreciation** – Gold in Blk letters		
6	**Juror's Handbook Pamphlets** -17 ½" X 9", Flat Print Black Ink – Double Sided, 5 fold pamphlet, Light Yellow Paper		

	Description	Quantity	Special Instructions
	398th DISTRICT COURT		
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper, one sided print, raised black and red ink print , seal raised gold	6 reams of 500	
2	**Letterhead Paper** - 8.5" X 11", 25% Cotton Paper		
3	**Business Cards** - 3½" X 2", Ink -Black and Red Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	500 per box	5 people 1 bx per ea
4	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, Ink – Black and Red raised Print, black ink with Gold seal	6 boxes of 500	
5	**Order Of Release/Order Of Commitment** – 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page **only** front and back print, 2nd and 3rd page front only (same as page one)	3,000 3-Part	Top Glue Bind

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	Description	Quantity	Special Instructions
	430TH DISTRICT COURT		
1	**Letterhead** 8.5" x 11" Cotton Paper #20 Fine quality Bond Paper, one sided print, raised BLUE ink print , seal raised gold ink, 500 sheets per ream	1000	
2	**Business Cards -** 3½" X 2", BLUE ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	500	
3	**Business Cards -** 3½" X 2", BLUE ink Raised Lettering in the front w/Gold Raised Seal , DOUBLE sided flat print in the back , landscape layout	500	
4	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, Ink – Black and Red raised Print, black ink with Gold seal	1000	
5	**Juror's Handbook Pamphlets -**17 ½" X 9", Flat Print Black Ink – Double Sided, 5 fold pamphlet, Light BLUE Paper	500	

	Description	Quantity	Special Instructions
	CONSTABLE PRECINCT No 1		
1	**Business Cards** – 3 ½" x 2", Blue Ink, w/Watermark Seal (twelve individuals) Single sided flat print, Landscape layout	500 per box	12 people/ 1 box per each
2	**Field Contact Card** – Index Card 5" x3",Black Ink, Double sided flat print, white stock card	2,000	
3	**Building Check Card** – 4 ½" x 5 ½" – Black Ink, Single sided flat Print w/2 Logos (black ink) white stock card	500 ea	
4	**Warning Card** – 4 ½" x 5½" – Black Ink, Single Sided flat Print w/2 Logos (black ink) Neon Orange Stock Card: **ADHESIVE BACK**	2,000	
5	**Notice/Aviso – Door Hanger Card** 8 ½" x 3 ¾" Black Ink, Double Sided flat print (English one side/Spanish other side) Neon Yellow Card Stock w/die cut	5,000	
6	**Vehicle Impoundment** –Inventory Record – 7 ½" x 5", 4 Part NCR, Paper Color Sequence- White, Canary Yellow, Pink and Golden Rod, Black Ink, Single Sided flat print, 25 sheets per book	100 bks of 25 sheets per bk	
7	**Hidalgo County Constable Pct. 1 Warning Book** – 6" x 4 ¼" -2 part white and canary yellow paper sequence, black ink single sided flat print, 50 sheets per book	200 bks of 50 pgs per bklt.	Top Glue Bind
8	**Ticket Book** – 5 ¼" x 7 ¾" – 4 Part NCR, Paper Color Sequence-White, canary yellow, pink and golden rod, double sided print, black ink flat print, number sequence in red ink, 50 sheets per book	200 books of 50 pages per bk	Starting # **varies** Top Bind
9	**Official Receipt For Constables Fees** – 3 part NCR – Paper Color Sequence – White, Canary Yellow, Pink, Black ink, single sided flat print Number Sequence black ink, three (3) Receipts per page, 100 sheets per book, Die cut (tear out rcpt)	10 books of 100 sheets per bk.	Starting Number **varies** Side Glue bind

	Description	Quantity	Special Instructions
	CONSTABLE PRECINCT No 2		
1	**Letterhead Paper** – 8.5" X 11", #20 Bond Paper 92 Brightness one sided print, flat Print, black/gray ink, watermark seal, 5,000 sheets per box	2 boxes of 5,000	
2	**Business Cards** – 3 ½" x 2", Black Card w/ Gold Lettering w /Seal, Single sided print, landscape layout	3 bxs of 1,000	
3	**Business Cards -** 3½" X 2", Black ink Raised Lettering, w/Seal, Single sided print, landscape layout	4 bxs of 1000	
4	**Envelopes W/Constable Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, Flat Print, Black Ink,	4 boxes of 500	

5	**Official Receipt For Constables Fees** – 3 part NCR – Paper Color Sequence – White, Canary Yellow, Pink, Black ink, single sided flat print Number Sequence black ink three (3) Receipts per page, 100 sheets per book, Die cut (tear out receipt)	20 books of 100 sheets per bk	Side Glue Bind
6	**Ticket Book** – 5 ¼" x 7 ¾" – 4 Part NCR, Paper Color Sequence- White, canary yellow, pink and golden rod, double sided print, black ink flat print, number sequence in red ink,	50 books of 20 sheets per bk	Top Bind
7	**Warning Flyers** - Size: 8 ½" x 11", Peel Stick, Neon Yellow, Black ink one sided flat print	4 boxes of 5,000	
8	**Advertencia Flyer-** Size 8 ½" x 11", Peel Stick, Limeade Green, Black ink one sided flat print	4 boxes of 5,000	

	Description	Quantity	Special Instructions
	CONSTABLE PRECINCT No. 3:		
1	**Letterhead Paper** – 8.5" X 11", #20 Bond Paper 92 Brightness one sided print, flat Print, 2 Color Ink (Blue/Gold),w/seal (gold/blue), 500 sheets per ream	4 reams per order	
2	**Notice/Aviso – Door Hanger Card** 8 ½" x 3 ¾" Black Ink, Double Sided flat print (English one side -Spanish other side) Neon Orange Card Stock w/die cut	2,000 per order	Double sided print English & Spanish
3	**Envelopes W/Constable Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, Flat Print, 2 color ink Blue and Gold, 2 color seal (Blue and Gold 500 per box	4 bxs /500 per order	
4	**Vehicle Impoundment** –Inventory Record – 7 ½" x 5", 4 Part NCR, Paper Color Sequence- White, Canary Yellow, Pink and Golden Rod, Black Ink, Single Sided flat print, 25 sheets per book	80/25 per bk per order	
5	**Business Cards** - 3½" X 2", Blue and Gold ink Raised Lettering, w/Seal two colors blue/gold, Single sided print, 500 per box, 8 individuals, landscape layout	250 per box per order	8 people/ 1 box per each
6	**Business Cards** - 3½" X 2", Blue and Gold ink Raised Lettering, w/Seal two colors blue/gold, Single sided print, landscape layout	2 boxes of 1000 per order	
7	**Warning Flyers** – Size 8 ½" x 11", Peel Stick, Neon Orange, Black Ink one sided flat print	750 sheets per order	
8	**Advertencia Flyers** – Size 8 ½" x 11", Peel Stick, Neon Limeade Green, Black Ink one sided flat print,	750 sheets per order	
9	**Warning Notice To Vacate** – Size 8½" x 11, Peel Stick, Neon Yellow, Black Ink one sided flat print,	750 sheets per order	
10	**Ticket Book** – 5 ¼" x 7 ¾" – 4 Part NCR, Paper Color Sequence- White, canary yellow, pink and golden rod, double sided print, black and red ink flat print, number sequence in red ink, 25 sheets per book,	40-booklets/ 25 sheets per bk per order	Starting **№ 6000** Top Glue Bind
11	**Official Receipt For Constables Fees** – 3 part NCR – Paper Color Sequence White, Canary Yellow, Pink, Black ink, single sided flat print Number Sequence black ink, three (3) Receipts per page, 100 sheets per book, Die cut (tear out receipt)		Starting Number **11162** Side Glue Bind

	Description	Quantity	Special Instructions
	PUBLIC DEFENDER'S OFFICE		
1	**Business Cards** - - 3½" X 2", Black ink Raised Lettering, w/ Raised Gold Seal and lettering, Single sided print-500 per box, landscape layout	19 boxes of 500	
2	**Letterhead Paper** - 8.5" X 11", #20 Fine quality White Bond Paper, one sided print, flat print blk, foil gold County seal	Ream of 500	
3	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat print blk, foil gold County seal with window envelope	box of 500	
4	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", White Wove , Standard Envelopes, flat print blk, Gold foil County seal without window	box of 500	

EXHIBIT "A"
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2012-008-01-04-MEG

	Description	Quantity	Special Instructions
	JUSTICE OF THE PEACE PRECINCT 1 PLACE 1:		
1	**Application For Birth Or Death Record-** 8½" X 11" Page size, Double sided print, black ink printing One side English other side Spanish		
2	**Magistrate's Warning -** 8½" X 11" Page Size, single sided print, black ink printing	1,000 ea pg	
3	**Community Hours Form-** 8½" X 11" Page Size single sided print, black ink printing	1,000 ea pg	
4	**Plaintiff's Original Petition Form -** 8½" X 11" Page Size, Single sided print, black ink printing 2 pages	1,000 ea pg	
5	**Instructions For Filing Suit Form - -** 8½" X 11" Page Size, Single sided print, black ink printing, 2 pages	1,000 ea pg	
6	**Driving Safety Course Request- -** 8½" X 11" Page Size, Single sided print, black ink printing, 1 page form 2nd page – Half page – print 2 times – Die cut on center of page	1,000 ea pg	
7	**Application For Emergency Commitment -**8½" X 11" Page Size, Single sided print, black ink printing, 4 page form	1,000 ea pg	
8	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat black ink print , 500 sheets per ream	1 ream of 500	
9	**Business Cards -** 3½" X 2", Blue and red ink, flat print, w/red watermark Seal and lettering, Single sided print-500 per box, landscape layout	2 boxes of 500	
10	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box, no window,	2 boxes of 500	
11	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box, with window	3 boxes of 500	
12	**Printed Envelope-** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink. 500 per box	3 Boxes of 500	
13	**Certificate Of Vital Record Paper –** Size 8.5"x11" Page Size, single sided print (PLEASE REFER TO SAMPLE) (NUMBERED)	1,000	
14	**Certificate Of Vital Record Paper –** Size - 8½" X 14" Legal Page, single sided print (PLEASE REFER TO SAMPLE) (NUMBERED)	1,000	

	Description	Quantity	Special Instructions
	DISTRICT ATTORNEY		
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat black ink print gold in foil w/Gold Raised Seal and lettering, stamp seal, 500 sheets per ream	5 boxes of 500	
2	**Manila Folder-** Special die cut end with printing	10,000	
3	**Business Cards -** 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal and lettering, Single sided print-500 per box, landscape layout	500 per box	
4	**Worthless Check Affidavit –** 2 part NCR, Paper color sequence white and pink, one sided flat print, black ink only	9000	
5	**Authorization For Medico legal Examination -** 8.5" X 11" Paper size, 3 Part NCR, Paper color sequence-White, Canary Yellow and Pink, Black ink printing, Single sided print	1,000	
6	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box, with window, (Checks Department)	10 boxes of 500	
7	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and gold foil seal 500 per box, with window, (Misdemeanor Department)	20 boxes of 500	
8	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink w/ gold foil seal 500 per box, no window	8 boxes of 500	
9	**Victim Impact Statement -** 8.5" X 11" Letter size paper, black ink print w/Gold Raised Seal and lettering seal, double sided print	5,000 per year	

10	**Checks Receipt** - 8.5" X 11" Letter size Paper, watermark gray seal and lettering, 2 receipts per page, Preferrded Cut	5,000	
11	**Check Writer Flyers** -8.5" X 11" Letter size paper, Canary Yellow Paper w/ white and red lettering on black background, Heavy weight paper, coated 80-110 lb. paper	500	
12	**Misdemeanor Complaints** - 8.5" X 11" Letter size paper,3-part NCR, Black ink printing, continuous feed	10,000	
13	**Criminal Manila Folders**- Legal Size, Folder Stock, End tab, ½ Cut Folders w/ black ink print, 1,000 per box… Felony	10 boxes of 1,000	

COUNTY COURT LAW #4 (Judge Fred Garza)			
	Description	**Quantity**	**Special Instructions**
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat BLUE ink print gold in foil stamp seal,	5000	
2	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, BLUE ink w/ gold foil seal 500 per box, no window	1000	
3	**Business Cards** – 3 ½" x 2", BLUE Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout, 500 per box	1000	
4	**Certificate of Appreciation** – Gold in BLUE letters	5000	

COUNTY COURT # 6 (Judge Albert Garcia)			
	Description	**Quantity**	**Special Instructions**
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper one sided print, raised BLUE ink print gold in foil stamp seal,	5000	
2	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, raised Print, BLUE ink w/ gold foil seal 500 per box, no window	1000	
3	**Business Cards** – 3 ½" x 2", BLUE Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout, 500 per box	1000	

COUNTY COURT # 7 (Judge Rolando Cantu)			
	Description	**Quantity**	**Special Instructions**
1	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond Paper one sided print, Blk/Gold ink Raised Lettering, print gold in foil stamp seal,	5000	
2	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, Blk/Gold ink Raised Lettering,/ gold foil seal 500 per box, no window 25% cotton	1000	
3	**Business Cards** – 3 ½" x 2", Blk/Gold ink Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout, 500 per box	1000	

	Description	**Quantity**	**Special Instructions**
	DISTRICT CLERKS		
1	**Business Cards** – 3 ½" x 2", Brown and Orange Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout,	30 boxes 500 per box	1-9 persons/ 1 box
2	**Business Cards** – 3 ½" x 2", Brown and Orange Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout,	500 per box	1-9 people/1 box per each
3	**Envelopes W/Seal**- - Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, Black and Red ink and black ink seal, Light Blue Envelopes, With Window	120 boxes of 500	
4	**Envelopes W/Seal** Size 4" x 8 ¾", Standard Envelopes, flat Print, black ink and watermark seal, Canary Yellow Envelopes, No Windows	120 boxes of 500	

	Description	Quantity	Special Instructions
	JAIL DEPARTMENT		
1	**Inmate Request Forms-** 8½" X 11" Page Size, Single sided print, black ink print, 3-Part NCR, All copies white paper, top binding	30,000 ea	
2	**Bail Bond Fee Refund Forms-** 8½" X 11" Page Size, Single sided print, black ink print, 3-Part NCR, Paper Color Sequence: White, Canary Yellow, Pink, 2-Hole Top Center Punch, With Number sequence in the upper right hand corner, top binding	300	

	Description	Quantity	Special Instructions
	LAW ENFORCEMENT		
1	**Administrative Action Form –** Size 8 ½" x 5", Single sided print, black ink print, 2-Part NCR, Paper color sequence: White, Canary Yellow, top glue	10,000	
2	**Evidence Cards** – 5" X 4¼" Card Stock, White Paper, Single sided print, Black ink	6,000	
3	**Evidence/Inventory Control Report –** Legal Size Paper, 8½" X 14" Page Size, Single sided print, black ink print, 3-Part NCR, Paper Color Sequence: White, Canary Yellow, Pink,	1,000	
4	**Civil And Warrants Writ Of Possession Notice –** Letter Size, 8½" X 11" Card Stock Single sided print, red ink print,	1,000	
5	**Name Placement Card 10" x 8"-** Beige card stock (FFCC66) Ink color dark brown (possibly 663300 or 330000), Score across center of card	500	
6	**Jr. Sheriff Badge Stickers-3"** Roll, black background with Gold Foil Seal	5,000 stickers	
7	**Child ID Card –** 8 ½" X 5½" Manila stock paper, 2 color dark blue (possibly 000033 or 000066) with seal gold/blue color w/double sided tape ½'x 2" back to Back printing, score across center of paper	5,000	
8	**Operation Child Safeguard Flyers –** 8½" X 11" Page Size, Eggshell Color Coated Paper, w/pictures, Red and black ink flat print, gold ink Logo	5,000	
9	**Recruitment Flyers –** 8½" X 11" Page Size, Eggshell color coated Paper, w/pictures, Red and black ink flat print, gold ink Logo w/ blue lettering, back to back printing, tri-fold (score)	5,000	
10	**Latent Fingerprint Index Card-**Size 3"x5", White, Black ink print, front side print	5,000	
11	**Latent Print Envelope –** 6½" X 3 ½", White Envelope, Black Ink, One front side print	2,000	
12	**Official Photograph** – 3" X 2½", White Index Card Stock, Black ink, front side print	2,000	
13	**Envelope –** 5 ½" X 3¼", Manila Envelope, Black ink, front side print	3,000	
14	**Business Cards –**3 ½" x 2" 1 sided gold sheriff's emblem on the left hand side with black raised letters with room enough for each individual's name centered fax #, phone # and email address (cream linen)	1 box of 250	
15	**Business Cards –** 3 ½" x 2" 2 sided front and back-Front side gold sheriff's emblem on the left hand side with black raised letters with room enough for each individual's name centered fax #, phone # and email address Back side all black letters (cream linen)	1 box of 250	
16	**Citation Books** Size 8 1/2" x 5", top binding (Perforated) Black ink print and red ink, 4 carbonless paper with each one having it's only individual printing in the back, (1st white paper with black and red ink, 2nd yellow paper with black and red ink, 3rd pink paper with black and red ink, and 4th paper blue paper with black and red ink. With Sheriff's logo (Blk) in the middle of each carbonless paper.	250	
17	**Time Earned/Absence Request Form-** 8½" X 11" Page Size, Single sided print, black ink print, 3-Part NCR, All copies white paper, top binding (Perforated) Paper Color Sequence: Green, Canary Yellow, Pink	5,000	
18	**Field Interview Cards** 8½" X 5 1/2" Page Size, double sided print, black ink print, Hidalgo County Sheriff's emblem on the upper left hand corner. (front) (back) SYNOPSIS: 13 LINES	5,000	
19	**Impound Books–** 8" x sheet top binding (Perforated) with a manila cover 8", Black Ink, 4 part carbonless sheets 1st is white, 2nd is yellow, 3rd pink, and 4th orange with no printing in the back	100	
20	**Maintenance Books–** 9" X 5 ½ ", 1st White carbonless paper, 2nd yellow paper, Black ink, front print top binding (Perforated)	250	

EXHIBIT "A"
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2012-008-01-04-MEG

21	**Offense/Incident Reports-front and back** 8½" X 11" Page Size, White Paper, double sided print, Black ink	30,000	
22	**Offense Reports-Narrative** 8½" X 11" Page Size, White Paper, Single sided print, black ink print	40,000	
23	**Offense Reports-Property Reporting** 8½" X 11" Page Size, White Paper, double sided print, Black ink	10,000	
24	**Victim's Bill of Rights Pamphlet** 8 1/2 " x 5 3/4"- white card Ink color black to be folded (3) tri-fold (score)	5,000	
25	**Inmate Trust Receipt Book**---7.25 X 11 (4 up manifold Book/Numbered) 3 part carbonless (white, yellow, pink) NOTE 3rd. page without manifold Black 1-side, All parts the same 4 up receipt book, Repeat order sequential number.	200	
26	**DIC-24 Statutory Warning**--8.5 x 11, 15#cb white, 14.5#cf yellow carbonless paper, black ink 1 side, shrink wrap in 250's	100	
27	**DIC-25 Notice of Suspension** Temp. Driving Permit--8.5 x 11, 15#cb white, 14.5#cf yellow, carbonless paper, black ink 2 sides, shrink wrap in 250's	100	
28	**Motor Pool Service Request**--- 8 ½ x3 ¾ Blk lettering	1000	
29	**Motor Pool Service Request sticker**--- 4" x 2" Blk Lettering roll	1000	
30	**The State of Texas Statement of Elected/ Appointed Officer** ---8.5x11, 20# bond, reflex blue & black ink 1 side, pad in 100's shrink wrap in 500's	300	
31	**Deputation** : 8.5 x 14.24# bond, reflex blue and black ink on 2 sides, shrink wrap in 500's	300	
32	**Operation Child Safeguard** 17x22" Poster: Full Glossy Color	500	

	Description	Quantity	Special Instructions
	HEALTH AND HUMAN SERVICES		
1	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue, w/ blue flat print seal 500 per box, plain with no window	80 boxes of 500 per box	
2	**Letterhead Paper --** 8.5" X 11", Fine quality bond paper, blue raised lettering w/ gold raised seal, 500 per ream	20 reams of 500	
3	**Receipt Books** - 8.5" X 11" Page Size, 3 receipts per page, 3 part NCR, Paper sequence White, Canary Yellow and Pink, all black ink print, 150 receipts per book, Numbered, 4 part tear out receipt (die cut)	130 books per year of 150 receipts per book	9 Different Number Sequence
4	**Application For On-Site Sewage Facilities-** 8½" X 11" Page Size, Two Part NCR, Black Ink Printing, Paper Color Sequence: White, Canary Yellow	2,000 per order	
5	**Technical Information For On-Site-**8½" X 11" Page Size, Two Part NCR, black ink printing, Paper color sequence: White, Canary Yellow,	2,000 per order	
6	**Authorization To Construction-**8½" X 11" Page Size, Two Part NCR, Black ink printing, Paper color sequence: White, Canary Yellow	2,000 per order	
7	**Soil Evaluation Report Information** 8½" X 11" Page Size, Blue color ink printing, Double sided print	2,000 per order	
8	**Food Service Inspection Report**8½" X 11" Page Size, Black ink printing, 3 Part NCR, Paper color sequence: White, Canary Yellow and Pink , Double Sided Print, w/multiple gray shading	2,000 per order	Shading/doubl e sided print
9	**On Site Sewage Inspection Report -** 8½" X 11" Page Size, Three Part NCR, Black ink printing, Paper color sequence: White, Canary Yellow and Pink	2,000 per order	
10	**Services Offered Pamphlet –English -** 8½" X 11" Page Size, Coated paper , offset printing, various color images, with black ink printing, tri-fold pamphlet, Light blue paper, double sided print	5,000 per order	
11	**Services Offered Pamphlet –Spanish** - 8½" X 11" Page Size, Coated paper , offset printing, various color images, with black ink printing, tri-fold pamphlet, Light blue paper, double sided print	5,000 per order	
12	**Keep Your Germs To Yourself-English-**8½" X 11" Page Size, Single sided print, green and black ink printing	1,000 per order	
13	**Contenga Sus Gérmenes-Spanish-**8½" X 11" Page Size, Single sided print, green and black ink printing	1,000 per order	
14	**Stop The Flu-**8½" X 11" Page Size, Single Sided Print, Black Ink Printing With/Yellow Highlight	1,000 per order	
15	**ALTO A LA GRIPE -**8½" X 11" Page Size, Single Sided Print, Black Ink Printing With Yellow Highlight	1,000 per order	

HIDALGO COUNTY
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

METHOD OF DELIVERY:

F.O.B. INSIDE DELIVERY _____

THIRD PARTY DELIVERY _____

Description	Estimated Quantity	Unit Price	Total Price
PURCHASING DEPARTMENT			
Terms and Conditions Printed	30,000 per order		

Description	Estimated Quantity	Unit Price	Total Price
ADULT PROBATION DEPARTMENT			
Appointment Cards	6,000 per year		
Probationer Acknowledgment Form	2,000 per year		
Initial Assessment Form	1,000 per year		
Court Information Form	1,200 per year		
Community Service Restitution ID Card	4,000 per year		
Court Notes	2,000 per year		
Community Service Restitution Program Rules	2,000 per year		
Authorization To Release Information	2,000 per year		
Employment Search Forms	1,000 per year		
Family History Information	6,000 per year		
Field Visit Log	2,000 per year		
Gun Control Act	3,000 per year		
Guidelines For Payment To The Acct. Dept.	6,000 per year		
Home Visit Cards	1,000 per year		
Intake Checklist	3,000 per year		
Leave Request	2,000 per year		
Intake Appt. Referral	3,000 per year		
Monthly Report (By Mail)	3,000 per year		
Monthly Report (In Person)	3,000 per year		
Office Rules And Regulations	3,000 per year		
Probationer Acknowledgment Form			
Personal Data Form	2,000 per year		
Probationer Monthly Report Sign-In-Ledger	1,000 per year		
Payment Schedule	1,500 per year		
Receptionists' Slips	1,000 per year		
Records Control Unit Processing Checklist	3,000 per year		
R.C.U. Intake File Tracking Form	3,000 per year		
Referral Cards	1,000 per year		
Reassessment Form -	1,000 per year		
TCIC/NCIC Request	500 per year		
Sign-In Roster	500 per year		
Scanning Checklist	3,000 per year		
TEAS DPS Inquiry Log	4,000 per year		

Telephone Message	4,000 per year		
Travel Permit Slips	3,000 per year		
Telephone Log-	1,500 per year		
Website Log	2,000 per year		
Envelopes W/Logo	4 boxes of 500		
Envelopes W/Logo	4 boxes of 500		
Pre-Numbered Receipts	60,000 per year		

Description	Estimated Quantity	Unit Price	Total Price
COUNTY AUDITORS OFFICE:			
Letterhead Paper	500		
	1000		
Letterhead Paper	500		
	1000		

Description	Estimated Quantity	Unit Price	Total Price
COUNTY CLERKS OFFICE:			
Recreational Fishing Regulations Cards	1,000		
Recreational Hunting Regulations Cards	1,000		
Business Cards			
Business Cards			
Envelopes W/Logo with window	40 boxes of 500 per box		
Envelopes W/Logo with no window	40 boxes of 500 per box		
Envelopes W/Logo, with window	40 boxes of 500 per box		
Letterhead Paper	30 reams of 500 sheets		
Certificate Of Withdrawal From Business	10,500 ea		
Assumed Name Certificate	10,500 ea		
Newly Wed Letter	10,000ea		
Scratch Pads	500 pads of		
Birth/Marriage Envelopes	6,000		
Booklet Envelopes	6,000 per order		

Description	Estimated Quantity	Unit Price	Total Price
H.I.D.T.A. TASK FORCE:			
Envelopes W/Logo	4 boxes of 500		
Letterhead Paper	4 reams of 500		
Business Cards	1 box of 500 Per each		
Mailing Labels	Needed every other year		
Vehicle Impoundment Report	500		
Receipt For Forms	500		
Investigative File Jacket (Light Blue)	500		

Investigative File Jacket (Canary Yellow)	500		
Dividers Multi-Color	400 sets purchase yearly		
Name Plate	On as needed basis		

Description	Estimated Quantity	Unit Price	Total Price
HUMAN RESOURCES:			
Business Cards	500 per box		
Envelopes W/Logo	4 boxes of 500 ea box		
Interview Worksheet	5,000 ea		
Interview Selection Form	5,000 ea		
Letterhead Paper	20 reams of 500		
Drainage District #1 Application	4,000 ea page		
County Of Hidalgo Application	12,000 ea page		
Sheriff Department Application	10,000 ea page		
Sick Leave Donation Form	4,000		
Hidalgo County Employee Manuals	3,500		
Hidalgo County Personnel Policy Manual	1,500		

Description	Estimated Quantity	Unit Price	Total Price
JUVENILE JUSTICE CENTER			
Letterhead Paper	500		
	1000		
Visitor's Labels			
Mailing Labels			
Business Cards	500		
	1000		
Envelopes W/Logo	4 boxes of 500 ea box		
Policy And Procedures Manual	1000		
Annual Report	1000		

Description	Estimated Quantity	Unit Price	Total Price
PLANNING DEPARTMENT			
Approved Application	Pct 1=2650		
	Pct 2= 300		
	Pct 3=2650		
	Pct 4=2650		
Receipt Book	27 Books of 100/Receipts Per book		
Receipt Books -	66 Books of 100/Receipts Per book		
Receipt Books	27 Books of 100/Receipts		

	per book		
Culvert Installation Work Order---/25 Work orders per bk	12 Books		

Description	Estimated Quantity	Unit Price	Total Price
TREASURER'S OFFICE			
Letterhead Paper	1 ream of 500		
Business Cards	500 per box		
Envelopes W/Logo	25- boxes 500 per box		
Large Window Envelope	5- boxes 500 per box		

Description	Estimated Quantity	Unit Price	Total Price
TAX OFFICE			
Business Cards	1000 per order		
Business Cards	500 per order		
Letterhead Paper	5000		
Paper plain with WATERMARK 8.5X11Bou ppr,bnd, recy, rio bond	100		
Envelopes W/Logo #10	1500		
Envelopes W/Logo #9	5000		
Envelopes W/Logo #10	20,000 per order		
Envelopes W/Logo #10	60,000 per order		
Envelopes W/Logo #9	20,000 per order		
Deputation Form	250		
Self Inking and Rubber Stamps	5		
Envelope---4 1/8" x 9 ½"	5000		
AUTOMOBILE DEPT PLUS ALL SUBSTATIONS			
Business Cards	500 per order		
Letterhead Paper	5,000		
Envelopes W/Logo	7500		
Envelopes W/Logo	50 bxs of 500		
Envelopes W/Logo	10 bxs of 100		
Envelopes W/Logo	10 bxs of 500		
Deputation Cards- 3.875 x 2.375 index color # 110 black	250		
County Liquor Permit Rect:	150		
Refund Slips	3000 per order		

Description	Estimated Quantity	Unit Price	Total Price
COMMISSIONER PRECINCT 3			
Business Cards	1box of 500		
Letterhead Paper - 8.5" X 11", #20 Fine quality	2 boxes/ of 500		
Letterhead Paper – 8.5" X 11", Linen Paper	2 boxes/ of 500		
Envelopes W/Logo	2 boxes /of 500		

Landfill Form- Legal Size Paper	50 Tablets of /100 sheets per		
Parking Permit	12 / 50 sheets per		

Description	Estimated Quantity	Unit Price	Total Price
139TH DISTRICT COURT:			
Business Cards	4 bxs. Of 500		
Letterhead Paper	4 reams of 500		
Order Of Release/Order Of Commitment	2,000/3 part		
Envelopes W/Logo	2 boxes of 500		

Description	Estimated Quantity	Unit Price	Total Price
206TH DISTRICT COURT:			
Letterhead Paper #20 Fine quality Bond Paper	2 reams of 500		
Letterhead Paper - 8.5" X 11" 25 % Cotton Paper			
Order Of Release/Order Of Commitment	2,000/3 part		
Envelopes W/Logo	2 boxes of 500		
Juror's Handbook Pamphlets	1,000		
Business Cards	1,000		
Juror Tags	14		

Description	Estimated Quantity	Unit Price	Total Price
332TH DISTRICT COURT			
Business Cards	500 per order		
Instructions to Jurors in Civil Cases	2000 per order		
Envelopes W/Logo	2500 per order		
Letterhead Paper	1000 per order		
Order Of Release/Order Of Commitment	2500 per order		
Order Of Referral For Mediation:	2000 per order		

Description	Estimated Quantity	Unit Price	Total Price
370TH DISTRICT COURT			
Letterhead Paper	1000 per order		
Envelopes W/Logo	1000 per order		

Description	Estimated Quantity	Unit Price	Total Price
389TH DISTRICT COURT			
Letterhead	1000		
Business Cards	500		
Envelopes W/Logo	1000		
Order Of Release/Order Of Commitment	500		

Certificate of Appreciation	500		
Juror's Handbook Pamphlets	500		

Description	Estimated Quantity	Unit Price	Total Price
398th DISTRICT COURT			
Letterhead Paper - 8.5" X 11", #20 Fine quality Bond Paper,	6 reams of 500		
Letterhead Paper - 8.5" X 11", 25% Cotton Paper			
Business Cards	500 per box		
Envelopes W/Logo	6 boxes of 500		
Order Of Release/Order Of Commitment	3,000 3-Part		
Description	**Estimated Quantity**	**Unit Price**	**Total Price**
430TH DISTRICT COURT			
Letterhead	1000		
Business Cards	500		
Business Cards, DOUBLE sided print, landscape layout	500		
Envelopes W/Logo	1000		
Juror's Handbook Pamphlets -	500		

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLE PRECINCT No 1			
Business Cards	500 per box		
Field Contact Card – Index Card	2,000		
Building Check Card	500 ea		
Warning Card	2,000		
Notice/Aviso – Door Hanger Card	5,000		
Vehicle Impoundment	100 books of 25 sheets per bk		
Hidalgo County Constable Pct. 1 Warning Book	200 books of 50 pages per bklt.		
Ticket Book	200 books of 50 pages per bk		
Official Receipt For Constables Fees	10 books of 100 sheets per bk.		

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLE PRECINCT No 2			
Letterhead Paper	2 boxes of 5,000		
Business Cards – 3 ½" x 2", Black Card w/ Gold Lettering	3 bxs of 1,000		
Business Cards - 3½" X 2", Black ink Raised Lettering,	4 bxs of 1000		
Envelopes W/Constable Logo	4 boxes of 500		
Official Receipt For Constables Fees	20 books of 100 sheets per bk		

Ticket Book	50 books of 20 sheets per bk		
Warning Flyers	4 boxes of 5,000		
Advertencia Flyer	4 boxes of 5,000		

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLE PRECINCT No. 3:			
Letterhead Paper	4 reams		
Notice/Aviso – Door Hanger Card	5,000		
Envelopes W/Constable Logo	4 bxs /500		
Vehicle Impoundment	80/25 per bk		
Business Cards	250 per box		
Business Cards	2 boxes of 1000		
Warning Flyers	750 sheets		
Advertencia Flyers –	750 sheets		
Warning Notice To Vacate	750 sheets		
Ticket Book	40-booklets/ 25 sheets per bk		
Official Receipt For Constables Fees			
Notice/Aviso – Door Hanger Card	500		

Description	Estimated Quantity	Unit Price	Total Price
PUBLIC DEFENDER'S OFFICE			
Business Cards	19 boxes of 500		
Letterhead Paper - #20 Fine quality Bond Paper-Ivory	4 reams		
Envelopes W/Logo, window envelope	8 boxes of 500 ea		
Envelopes W/Logo Plain No window envelope	8 boxes of 500 ea		
Letterhead Paper - #20 Fine quality White Bond Paper	10 reams		
Visitor's Labels	10,000 sheets		
Mailing Labels	5,000 sheets		

Description	Estimated Quantity	Unit Price	Total Price
JUSTICE OF THE PEACE PRECINCT 1 PLACE 1			
Application For Birth Or Death Record			
Magistrate's Warning	1,000 ea page		
Community Hours Form	1,000 ea page		
Plaintiff's Original Petition Form	1,000 ea page		
Instructions For Filing Suit Form	1,000 ea page		
Driving Safety Course Request	1,000 ea page		
Application For Emergency Commitment	1,000 ea page		
Letterhead Paper	1 ream of 500		

Business Cards	2 boxes of 500		
Envelopes W/Logo - Size 4 ⅛" x 9 ½", no window,	2 boxes of 500		
Envelopes W/Logo - Size 4 ⅛" x 9 ½", with window	3 boxes of 500		
Printed Envelope	3 Boxes of 500		
Certificate Of Vital Record Paper – Size 8.5"x11"	1,000		
Certificate Of Vital Record Paper – Size - 8½" X 14	1,000		

Description	Estimated Quantity	Unit Price	Total Price
DISTRICT ATTORNEY			
Letterhead Paper - 8.5" X 11", #20 Fine quality Bond Paper	20 boxes of 500		
Manila Folder- Special die cut end			
Business Cards - 3½" X 2"	2 boxes of 500		
Worthless Check Affidavit	10,000		
Authorization For Medico legal Examination	500		
Envelopes W/Logo - Size 4 ⅛" x 9 ½", Standard Envelopes, (Checks Department)	10 boxes of 500		
Envelopes W/Logo - Size 4 ⅛" x 9 ½", Standard Envelopes (Misdemeanor Department)	20 boxes of 500		
Envelopes W/Logo - Size 4 ⅛" x 9 ½", Standard	8 boxes of 500		
Victim Impact Statement	5,000 per year		
Check Receipt	10,000		
Check Writer Flyers	3,000		
Misdemeanor Complaints	10,000		
Criminal Manila Folders- Legal Size, Folder Stock, End tab, ½ Cut Folders w/ black ink print, 1,000 per box	10 boxes of 1,000		

Description	Estimated Quantity	Unit Price	Total Price
COUNTY COURT LAW #4 (JUDGE FRED GARZA)			
Letterhead Paper	5000		
Envelopes W/Logo	1000		
Business Cards	1000		
Certificate of Appreciation	5000		

Description	Estimated Quantity	Unit Price	Total Price
COUNTY COURT # 6 (JUDGE ALBERT GARCIA)			
Letterhead Paper,	5000		
Envelopes W/Logo	1000		
Business Cards	1000		

HIDALGO COUNTY
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	Estimated Quantity	Unit Price	Total Price
COUNTY COURT # 7 (JUDGE ROLANDO CANTU)			
Letterhead Paper	5000		
Envelopes W/Logo	1000		
Business Cards	1000		

Description	Estimated Quantity	Unit Price	Total Price
DISTRICT CLERKS			
Business Cards	500 per box		
Business Cards	500 per box		
Envelopes W/Seal- With Window	1000		
Envelopes W/Seal , No Windows	1000		

Description	Estimated Quantity	Unit Price	Total Price
JAIL DEPARTMENT			
Inmate Request Forms-	30,000 ea		
Bail Bond Fee Refund Forms	300		

Description	Estimated Quantity	Unit Price	Total Price
LAW ENFORCEMENT			
Administrative Action Form	10,000		
Evidence Cards	11,000		
Evidence/Inventory Control Report	1,000		
Civil And Warrants Writ Of Possession Notice	1,000		
Name Placement Card	500		
Sheriff Badge Stickers	10,000 stickers		
Child ID Card	5,000		
Operation Child Safeguard Flyers	5,000		
Recruitment Flyer	5,000		
Latent Fingerprint Index Card	5,000		
Latent Print Envelope	2,000		
Official Photograph	2,000		
Envelope	3,000		
Business Cards –3 ½" x 2" 1 sided	1 box of 250		
Business Cards – 3 ½" x 2" 2 sided front and back	1 box of 250		
Citation Books	250		
Time Earned/Absence Request Form-	5,000		
Field Interview Cards	5,000		
Impound Books	100		
Maintenance Books–	250		
Offense/Incident Reports-front and back	30,000		

Offense Reports-Narrative	40,000		
Offense Reports-Property Reporting	10,000		
Victim's Bill of Rights Pamphlet	5,000		
Inmate Trust Receipt Book	200		
DIC-24 Statutory Warning	100		
DIC-25 Notice of Suspension Temp. Driving Permit	100		
Motor Pool Service Request	1000		
Motor Pool Service Request sticker	1000		
The State of Texas Statement of Elected/ Appointed Officer	300		
Deputation	300		
Operation Child Safeguard 17x22" Poster:	500		

Description	**Estimated Quantity**	**Unit Price**	**Total Price**
HEALTH AND HUMAN SERVICES			
Envelopes W/Logo	80 boxes of 500 per box		
Letterhead Paper	20 reams of 500		
Receipt Books	130 books per year of 150 receipts per book		
Application For On-Site Sewage Facilities	4,000 per year		
Technical Information For On-Site	4,000 per year		
Authorization To Construction-	4,000 per year		
Soil Evaluation Report Information	4,000 per year		
Food Service Inspection Report	6,000 to 8,000 yearly		
On Site Sewage Inspection Report	4,000 per year		
Services Offered Pamphlet –English	30,000 per year		
Services Offered Pamphlet –Spanish	30,000 per year		
Keep Your Germs To Yourself-English	30,000 per year		
Contenga Sus Gérmenes-Spanish	30,000 per year		
Stop The Flu	30,000 per year		
Alto A La Gripe	30,000 per year		

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

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 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)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC AGG	$
						$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **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.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
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.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source? ☐Yes ☐ No

If yes, by whom? ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources? _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | – | | – | | | | |

or

Employer identification number
| | | – | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and

- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this _____ Day of_____, **2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for **"PRINTING SERVICES AND RELATED SUPPLIES"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in

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accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **February 16, 2012** and ending on **February 15, 2013.** Hidalgo County at its sole discretion elect the option to extend the contract for two (2) - one (1) year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or 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

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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
1615 South Closner, Suite J
Edinburg, Texas 78539

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If to Company _____
_____
_____

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

17. 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.

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WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

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EXHIBIT "B"
VENDOR'S BID

HIDALGO COUNTY
TABULATION SHEET
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

METHOD OF DELIVERY:

F.O.B. INSIDE DELIVERY Gulf Data Products

THIRD PARTY DELIVERY _____

GULF DATA

COMMODITY CODE PRINTING: 966

Description	PRICES Gulf Data
ADULT PROBATION DEPARTMENT	
Probationer Acknowledgment Form	55.00
Court Notes	55.00
Authorization To Release Information	56.00
Family History Information	177.00
Gun Control Act	69.00
Guidelines For Payment To The Acct. Dept.	183.00
Intake Checklist	68.01
Intake Appt. Referral	102.00
Monthly Report (By Mail)	102.00
Monthly Report (In Person)	68.01
Payment Schedule	64.50
Records Control Unit Processing Checklist	68.01
R.C.U. Intake File Tracking Form	68.01
Scanning Checklist	69.00
TEAS DPS Inquiry Log	80.00
Telephone Message	80.00
Travel Permit Slips	99.00
Website Log	57.00
Envelopes W/Logo	76.00
Envelopes W/Logo	76.00
Pre-Numbered Receipts	2700.00

Description		PRICES Gulf Data
COUNTY CLERKS OFFICE:		
Business Cards SINGLE SIDED		136.00
Envelopes W/Logo with window		1275.00
Letterhead Paper		825.00
Assumed Name Certificate		323.40
Newly Wed Letter		405.00
Birth/Marriage Envelopes		1380.00
Booklet Envelopes	with peel	2100.00
	without peel	1740.00

HIDALGO COUNTY
TABULATION SHEET
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description		PRICES Gulf Data
H.I.D.T.A. TASK FORCE:		
Business Cards		34.00
Mailing Labels		129.00
Investigative File Jacket (Light Blue)		687.00
Investigative File Jacket (Canary Yellow)		687.00
Dividers Multi-Color		492.00

Description		PRICES Gulf Data
HUMAN RESOURCES:		
Business Cards		38.00
Envelopes W/Logo		424.00
Interview Worksheet		101.00
Sick Leave Donation Form		88.00

Description		PRICES Gulf Data
JUVENILE JUSTICE CENTER		
Letterhead Paper		696.00
Visitor's Labels		154.00
Mailing Labels		335.00
Business Cards	500	34.00
	1000	38.00
Envelopes W/Logo		340.00

Description		PRICES Gulf Data
PLANNING DEPARTMENT		
Approved Application	Pct 1=2650	137.80
	Pct 2= 300	29.70
	Pct 3=2650	137.80
	Pct 4=2650	137.80

Description		PRICES Gulf Data
TREASURER'S OFFICE		
Letterhead Paper		159.00
Business Cards		29.00
Large Window Envelope		1025.00

HIDALGO COUNTY
TABULATION SHEET
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	PRICES Gulf Data
TAX OFFICE	
Business Cards	45.00
Business Cards	34.00
Envelopes W/Logo #10	82.05
Envelopes W/Logo #10	580.00
Envelopes W/Logo #10	1770.00
AUTOMOBILE DEPT PLUS ALL SUBSTATIONS	
Business Cards	34.00
Envelopes W/Logo	247.50
Envelopes W/Logo	700.00
Envelopes W/Logo	1170.00

Description	PRICES Gulf Data
COMMISSIONER PRECINCT 3	
Business Cards	99.00
Letterhead Paper - 8.5" X 11", #20 Fine quality	220.00
Envelopes W/Logo	49.00
Landfill Form- Legal Size Paper	146.50

Description		PRICES Gulf Data
139TH DISTRICT COURT:		
Business Cards	foil seal	396.00
	ink seal	136.00
Letterhead Paper		352.00
Order Of Release/Order Of Commitment		306.00

Description	PRICES Gulf Data
206TH DISTRICT COURT:	
Order Of Release/Order Of Commitment	306.00
Business Cards	42.00
Juror Tags	111.86

Description	PRICES Gulf Data
332TH DISTRICT COURT	
Business Cards	34.00
Order Of Release/Order Of Commitment	379.00
Order Of Referral For Mediation:	113.00

HIDALGO COUNTY
TABULATION SHEET
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	PRICES
	Gulf Data
370TH DISTRICT COURT	
Letterhead Paper	88.00
Envelopes W/Logo	155.00

Description	PRICES
	Gulf Data
389TH DISTRICT COURT	
Letterhead	124.00
Business Cards	37.00
Envelopes W/Logo	155.00

Description	PRICES
	Gulf Data
398th DISTRICT COURT	
Letterhead Paper - 8.5" X 11", #20 Fine quality Bond Paper,	498.00
Business Cards	105.00
Envelopes W/Logo	624.00
Order Of Release/Order Of Commitment	441.00

Description		PRICES
		Gulf Data
430TH DISTRICT COURT		
Letterhead		124.00
Business Cards	500 Foil	104.00
	500 Ink	34.00

Description	PRICES
	Gulf Data
CONSTABLE PRECINCT No 1	
Field Contact Card – Index Card	59.00
Hidalgo County Constable Pct. 1 Warning Book	560.00
Ticket Book	1070.00

Description	PRICES
	Gulf Data
CONSTABLE PRECINCT No 2	
Business Cards – 3 ½" x 2", Black Card w/ Gold Lettering	417.00
Envelopes W/Constable Logo	80.00
Ticket Book	326.50

HIDALGO COUNTY
TABULATION SHEET
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	PRICES
	Gulf Data
CONSTABLE PRECINCT No. 3:	
Envelopes W/Constable Logo	90.00
Vehicle Impoundment	136.50
Business Cards	34.00
Business Cards	78.00
Ticket Book	278.80

Description	PRICES
	Gulf Data
PUBLIC DEFENDER'S OFFICE	
Business Cards	646.00

Description	PRICES
	Gulf Data
JUSTICE OF THE PEACE PRECINCT 1 PLACE 1	
Envelopes W/Logo - no window,	45.00
Envelopes W/Logo - with window	65.10
Printed Envelope	60.60

Description	PRICES
	Gulf Data
DISTRICT ATTORNEY	
Letterhead Paper - #20 Fine quality Bond Paper	117.25
Manila Folder- Special die cut end	2690.00
Business Cards -	34.00
Authorization For Medico legal Examination	159.00
Envelopes W/Logo - (Checks Department)	182.50
Envelopes W/Logo - (Misdemeanor Department)	342.50
Envelopes W/Logo - Standard	132.00
Check Receipt	121.00
Check Writer Flyers	98.00
Misdemeanor Complaints	857.00
Criminal Manila Folders- Legal Size	2690.00

Description	PRICES
	Gulf Data
COUNTY COURT LAW #4 (JUDGE FRED GARZA)	
Letterhead Paper	279.00
Envelopes W/Logo	59.00
Business Cards	37.00

HIDALGO COUNTY
TABULATION SHEET
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	PRICES
	Gulf Data
COUNTY COURT # 6 (JUDGE ALBERT GARCIA)	
Envelopes W/Logo	155.00
Business Cards	37.00

Description	PRICES
	Gulf Data
COUNTY COURT # 7 (JUDGE ROLANDO CANTU)	
Business Cards	37.00

Description	PRICES
	Gulf Data
DISTRICT CLERKS	
Business Cards	3120.00
Business Cards	104.00
Envelopes W/Seal- With Window	1863.60
Envelopes W/Seal , No Windows	1668.00

Description	PRICES
	Gulf Data
JAIL DEPARTMENT	
Inmate Request Forms-	1737.00

Description	PRICES
	Gulf Data
LAW ENFORCEMENT	
Administrative Action Form	415.00
Evidence/Inventory Control Report	198.00
Name Placement Card	107.00
Sheriff Badge Stickers	265.00
Operation Child Safeguard Flyers	394.00
Business Cards –1 sided	45.00
Business Cards – 2 sided front and back	59.00
Time Earned/Absence Request Form-	595.00
Impound Books	297.50
Inmate Trust Receipt Book	1090.00
Motor Pool Service Request sticker	73.00

HIDALGO COUNTY
TABULATION SHEET
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	PRICES
	Gulf Data
HEALTH AND HUMAN SERVICES	
Envelopes W/Logo	240.00
Letterhead Paper	909.00
Receipt Books	10.90 per book
Application For On-Site Sewage Facilities	205.00
Technical Information For On-Site	205.00
Authorization To Construction-	205.00
Soil Evaluation Report Information	89.00
Food Service Inspection Report	338.00
Keep Your Germs To Yourself-English	58.00
Contenga Sus Gérmenes-Spanish	58.00
Stop The Flu	58.00
Alto A La Gripe	58.00

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

METHOD OF DELIVERY:

F.O.B. INSIDE DELIVERY GULF DATA PRODUCTS - KEVIN

THIRD PARTY DELIVERY _____

Description	Estimated Quantity	Unit Price	Total Price
PURCHASING DEPARTMENT			
Terms and Conditions Printed	30,000 per order	.0325	975.00

Description	Estimated Quantity	Unit Price	Total Price
ADULT PROBATION DEPARTMENT			
Appointment Cards	6,000 per year	.056	336.00
Probationer Acknowledgment Form	2,000 per year	.0275	55.00
Initial Assessment Form	1,000 per year	.059	59.00
Court Information Form	1,200 per year	.04	48.00
Community Service Restitution ID Card	4,000 per year	.061	244.00
Court Notes	2,000 per year	.0275	55.00
Community Service Restitution Program Rules	2,000 per year	.0295	59.00
Authorization To Release Information	2,000 per year	.0285	56.00
Employment Search Forms	1,000 per year	.048	48.00
Family History Information	6,000 per year	.0295	177.00
Field Visit Log	2,000 per year	.0295	59.00
Gun Control Act	3,000 per year	.023	69.00
Guidelines For Payment To The Acct. Dept.	6,000 per year	.0305	183.00
Home Visit Cards	1,000 per year	.087	87.00
Intake Checklist	3,000 per year	.02267	68.01
Leave Request	2,000 per year	.0295	59.00
Intake Appt. Referral	3,000 per year	.034	102.00
Monthly Report (By Mail)	3,000 per year	.034	102.00
Monthly Report (In Person)	3,000 per year	.02267	68.01
Office Rules And Regulations	3,000 per year	.034	102.00
Probationer Acknowledgment Form	2,000 per year	.0295	59.00
Personal Data Form	2,000 per year	.037	74.00
Probationer Monthly Report Sign-In-Ledger	1,000 per year	.048	48.00
Payment Schedule	1,500 per year	.043	64.50
Receptionists' Slips	1,000 per year	.051	51.00
Records Control Unit Processing Checklist	3,000 per year	.02267	68.01
R.C.U. Intake File Tracking Form	3,000 per year	.02267	68.01
Referral Cards	1,000 per year	.095	95.00
Reassessment Form -	1,000 per year	.059	59.00
TCIC/NCIC Request	500 per year	.062	31.00
Sign-In Roster	500 per year	.070	35.00
Scanning Checklist	3,000 per year	.023	69.00

OPENED
10:00
1/25/12
Witnessed

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

TEAS DPS Inquiry Log	4,000 per year	.02	80.00
Telephone Message	4,000 per year	.02	80.00
Travel Permit Slips	3,000 per year	.033	99.00
Telephone Log-	1,500 per year	.035	52.50
Website Log	2,000 per year	.0285	57.00
Envelopes W/Logo	4 boxes of 500	19.00BX	76.00
Envelopes W/Logo	4 boxes of 500	19.00 BX	76.00
Pre-Numbered Receipts	60,000 per year	.045	2700.00

Description	Estimated Quantity	Unit Price	Total Price
COUNTY AUDITORS OFFICE:			
Letterhead Paper	500	.55	275.00
Letterhead Paper	500	.55	275.00

Description		Estimated Quantity	Unit Price	Total Price
COUNTY CLERKS OFFICE:				
Recreational Fishing Regulations Cards		1,000	.87	870.00
Recreational Hunting Regulations Cards		1,000	.87	870.00
Business Cards		30 boxes of 500 per order	74.00 BX	2220.00
Business Cards		2500 per order	.0544ea	136.00
Envelopes W/Logo with window		30 boxes of 500 per box	42.50 BX	1275.00
Envelopes W/Logo with no window		30 boxes of 500 per box	38.90BX	1167.00
Letterhead Paper		30 reams of 500 sheets	27.50 RM	825.00
Certificate Of Withdrawal From Business		10,500 ea	.050	525.00
Assumed Name Certificate		10,500 ea	.0308	323.40
Newly Wed Letter		10,000ea	.0405	405.00
Scratch Pads		500 pads of	1.59	795.00
Birth/Marriage Envelopes		6,000	.23	1380.00
Booklet Envelopes	with peel	6,000 per order	.35	2100.00
	without peel	6,000 per order	.29	1740.00
Special Window Envelopes		50,000	.178	8900.00

THESE ARE ACTU. 1 CARD - 2 SIDE.

OPENED
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Description	Estimated Quantity	Unit Price	Total Price
H.I.D.T.A. TASK FORCE:			
Envelopes W/Logo	4 boxes of 500	79.00	316.00
Letterhead Paper	4 reams of 500	65.00	260.00
Business Cards	1 box of 500 Per each	.068	34.00
Mailing Labels	500 per order	.258	129.00
Vehicle Impoundment Report	500	.19	95.00
Receipt For Forms	500	.15	75.00
Investigative File Jacket (Light Blue)	1000	.687	687.00

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Investigative File Jacket (Canary Yellow)	1000	.687	687.00
Dividers Multi-Color	400 sets yearly	1.23	492.00
Name Plate	On as needed basis	125 ea	125.00

Description	Estimated Quantity	Unit Price	Total Price
HUMAN RESOURCES:			
Business Cards	500 per box	.068	38.00
Envelopes W/Logo	4 boxes of 500 ea box	106.00 BX	424.00
Interview Worksheet	5,000 ea	.0202	101.00
Interview Selection Form	5,000 ea	.0958	479.00
Letterhead Paper	20 reams of 500	69.00 RM	1380.00
Drainage District #1 Application	4,000 ea page	.1255 ST	502.00
County Of Hidalgo Application	12,000 ea page	.0891 ST	1070.00
Sheriff Department Application	10,000 ea page	.2845	2845.00
Sick Leave Donation Form	4,000	.022	88.00

Description	Estimated Quantity	Unit Price	Total Price
JUVENILE JUSTICE CENTER			
Letterhead Paper	24 reams per order	29.00 RM	696.00
Visitor's Labels	2 rolls of 500	77.00 RL	154.00
Mailing Labels	1 roll of 5000	.067	335.00
Business Cards	500	.068	34.00
	1000	.038	38.00
Envelopes W/Logo	20 boxes of 500 per order	17.00 RM	340.00
Policy And Procedures Manual	10 per order	59.00 BK	590.00
Annual Report	50 books per order	16.50 BK	825.00

Description	Estimated Quantity	Unit Price	Total Price
PLANNING DEPARTMENT			
Approved Application	Pct 1=2650	.052	137.80
	Pct 2= 300	.099	29.70
	Pct 3=2650	.052	137.80
	Pct 4=2650	.052	137.80
Receipt Book	27 Books	15.70 BK	423.90
Receipt Books -	56 Books	14.20 BK	937.20
Receipt Books	27 Books	15.70 BK	423.90
Culvert Installation Work Order---/25 Work orders per bk	12 Books	21.00 BK	252.00

OPENED
10:00
1/25/12
Witnessed

Description	Estimated Quantity	Unit Price	Total Price
TREASURER'S OFFICE			
Letterhead Paper	1 ream of 500	.318	159.00

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Business Cards	500 per box	.058	29.00
Envelopes W/Logo	5000 per order	.059	295.00
Large Window Envelope	5000 per order	.205	1025.00

Description	Estimated Quantity	Unit Price	Total Price
TAX OFFICE			
Business Cards	1000 per order	.045	45.00
Business Cards	500 per order	.068	34.00
Letterhead Paper	5000	.13	650.00
Paper plain with WATERMARK 8.5X11 Bou ppr,bnd, recy, rio bond	100	2.00	200.00
Envelopes W/Logo #10	1500	.0547	82.05
Envelopes W/Logo #9	5000	.036	180.00
Envelopes W/Logo #10	20,000 per order	.029	580.00
Envelopes W/Logo #10	60,000 per order	.0295	1770.00
Envelopes W/Logo #9	20,000 per order	.049	980.00
Deputation Form	250	2.00	500.00
Envelope---4 1/8" x 9 ½"	5000	.035	175.00
AUTOMOBILE DEPT PLUS ALL SUBSTATIONS			
Business Cards	500 per order	.068	34.00
Letterhead Paper	5,000	.13	650.00
Envelopes W/Logo	7500	.033	247.50
Envelopes W/Logo	50 bxs of 500	14.00BK	700.00
Envelopes W/Logo	10 bxs of 100	29.90BK	299.00
Envelopes W/Logo	10 bxs of 500	117.00BX	1170.00
Deputation Cards- 3.875 x 2.375 index color # 110 black	250	.78	195.00
County Liquor Permit Rect:	150	.549	82.35
Refund Slips	3000 per order	.0295	88.50

Description	Estimated Quantity	Unit Price	Total Price
COMMISSIONER PRECINCT 3			
Business Cards	1box of 500	.198 ea	99.00
Letterhead Paper - 8.5" X 11", #20 Fine quality	2 boxes/ of 500	110.00 BX	220.00
Letterhead Paper – 8.5" X 11", Linen Paper	2 boxes/ of 500	113.50 BX	227.00
Envelopes W/Logo	2 boxes /of 500	24.50 BX	49.00
Landfill Form- Legal Size Paper	50 Tablets of /100 sheets per	2.93 PK	146.50
Parking Permit	12 / 50 sheets per	9.75 PK	117.00

Description		Estimated Quantity	Unit Price	Total Price
139TH DISTRICT COURT:				
Business Cards	foil seal	4 bxs. Of 500	99.00BX	396.00

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10:00
1/25/12
Witnessed

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

	ink seal	4 bxs. Of 500	34.00BX	136.00
Letterhead Paper		4 reams of 500	88.00RM	352.00
Order Of Release/Order Of Commitment		2,000/3 part	.153	306.00
Envelopes W/Logo		2 boxes of 500	122 BX	244.00 FOIL - PER SAMPLE
			82 BX	164.00 INK - PER DESCRIPTI

Description	Estimated Quantity	Unit Price	Total Price
206TH DISTRICT COURT:			
Letterhead Paper #20 Fine quality Bond Paper	2 reams of 500	67.00RM	134.00
Letterhead Paper - 8.5" X 11" 25 % Cotton Paper BLANK	2 reams of 500	46.00RM	92.00
Order Of Release/Order Of Commitment	2,000/3 part	.153	306.00
Envelopes W/Logo	2 boxes of 500	92.00BX	184.00
Juror's Handbook Pamphlets	1,000	.39	390.00
Business Cards	1,000	.042	42.00
Juror Tags	14	7.99	111.86

Description	Estimated Quantity	Unit Price	Total Price
332TH DISTRICT COURT:			
Business Cards	500 per order	.068	34.00
Instructions to Jurors in Civil Cases	2000 per order	.041	82.00
Envelopes W/Logo	2500 per order	.1048	262.00
Letterhead Paper	1000 per order	.088	88.00
Order Of Release/Order Of Commitment	2500 per order	.1516	379.00
Order Of Referral For Mediation:	2000 per order	.0565	113.00

Description	Estimated Quantity	Unit Price	Total Price
370TH DISTRICT COURT			
Letterhead Paper	1000 per order	.088	88.00
Envelopes W/Logo	1000 per order	.155	155.00

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Description	Estimated Quantity	Unit Price	Total Price
389TH DISTRICT COURT			
Letterhead	1000 per order	.124	124.00
Business Cards	1000 per order	.074	37.00
Envelopes W/Logo	1000 per order	.155	155.00
Order Of Release/Order Of Commitment	1000 per order	.189	189.00
Certificate of Appreciation	1000 per order	.301	301.00
Juror's Handbook Pamphlets	1000 per order	.39	390.00

Description	Estimated Quantity	Unit Price	Total Price
398th DISTRICT COURT			

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Letterhead Paper - 8.5" X 11", #20 Fine quality Bond Paper,	6 reams of 500	83.00 RM	498.00
Letterhead Paper - 8.5" X 11", 25% Cotton Paper	6 reams of 500	42.00 RM	252.00
Business Cards	500 per box	.21 ea	105.00
Envelopes W/Logo	6 boxes of 500	104.00 BX	624.00
Order Of Release/Order Of Commitment	3,000 3-Part	.147	441.00

Description	Estimated Quantity	Unit Price	Total Price
430TH DISTRICT COURT			
Letterhead	1000	.124	124.00
Business Cards	500 Foil	.208	104.00
	500 Ink	.068	34.00
Business Cards, DOUBLE sided print, landscape layout	500	.118	59.00
Envelopes W/Logo	1000	.279	279.00
Juror's Handbook Pamphlets -	500	.58	290.00

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLE PRECINCT No 1			
Business Cards	500 per box	.084	42.00
Field Contact Card – Index Card	2,000	.0295	59.00
Building Check Card	500 ea	.0759	37.95
Warning Card	2,000	.10	200.00
Notice/Aviso – Door Hanger Card	5,000	.0978	489.00
Vehicle Impoundment	100 books	4.89 BK	489.00
Hidalgo County Constable Pct. 1 Warning Book	200 books	2.80 BK	560.00
Ticket Book	200 books	5.35	1070.00
Official Receipt For Constables Fees	20 books	20.50	410.00

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10:00
1/25/12
Witnessed

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLE PRECINCT No 2			
Letterhead Paper	2 boxes of 5,000	137.00 BX	274.00
Business Cards – 3 ½" x 2", Black Card w/ Gold Lettering	3 bxs of 1,000	139.00 BX	417.00
Business Cards - 3½" X 2", Black ink Raised Lettering,	4 bxs of 1000	47.00 BX	188.00
Envelopes W/Constable Logo	4 boxes of 500	20.00 BX	80.00
Official Receipt For Constables Fees	3 books 50 sets per book	55.00 BK	165.00
Ticket Book	50 books of 20 sheets per bk	6.53 BK	326.50
Warning Flyers	4 boxes of 5,000	619.00 BX	2476.00
Advertencia Flyer	4 boxes of 5,000	619.00 BX	2476.00

Description	Estimated Quantity	Unit Price	Total Price

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

CONSTABLE PRECINCT No. 3:			
Letterhead Paper	4 reams	65.00RM	260.00
Notice/Aviso – Door Hanger Card	2,000	.1795	359.00
Envelopes W/Constable Logo	4 bxs /500	22.50 BX	90.00
Vehicle Impoundment	80/25 per bk	5.46 BK	136.50
Business Cards	250 per box	.136 ea	34.00
Business Cards	2 boxes of 1000	39.00 BX	78.00
Warning Flyers	750 sheets	.346	259.50
Advertencia Flyers –	750 sheets	.346	259.50
Warning Notice To Vacate	750 sheets	.346	259.50
Ticket Book	40-booklets/ 25 sheets per bk	6.97 BK	278.80
Official Receipt For Constables Fees	50 sets per book 2 books	59.00 BK	118.00

Description	Estimated Quantity	Unit Price	Total Price
PUBLIC DEFENDER'S OFFICE			
Business Cards	19 boxes of 500	34.00 BX	646.00
Letterhead Paper - #20 Fine quality Bond Paper-Ivory	Ream of 500	.318	159.00
Envelopes W/Logo, window envelope	8 boxes of 500 ea	92.10 BX	736.80
Envelopes W/Logo Plain No window envelope	8 boxes of 500 ea	92.10 BX	736.80

Description	Estimated Quantity	Unit Price	Total Price
JUSTICE OF THE PEACE PRECINCT 1 PLACE 1			
Magistrate's Warning	1,000 ea page	.046	46.00
Community Hours Form	1,000 ea page	.046	46.00
Plaintiff's Original Petition Form	1,000 ea page	.089	89.00
Instructions For Filing Suit Form	1,000 ea page	.089	89.00
Driving Safety Course Request	1,000 ea page	.159	159.00
Application For Emergency Commitment	1,000 ea page	.344	344.00
Letterhead Paper	1 ream of 500	.091	45.50
Business Cards	2 boxes of 500	44.00 BX	88.00
Envelopes W/Logo - Size 4 ⅛" x 9 ½", no window,	2 boxes of 500	22.50 BX	45.00
Envelopes W/Logo - Size 4 ⅛" x 9 ½", with window	3 boxes of 500	21.70 BX	65.10
Printed Envelope	3 Boxes of 500	20.20 BX	60.60
Certificate Of Vital Record Paper – Size 8.5"x11"	1,000	SOLE SOURCE	
Certificate Of Vital Record Paper – Size - 8½" X 14	1,000	Scott Merriman	

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Description	Estimated Quantity	Unit Price	Total Price
DISTRICT ATTORNEY			
Letterhead Paper - 8.5" X 11", #20 Fine quality Bond Paper	5 boxes of 500	23.45 BX	117.25
Manila Folder- Special die cut end	10,000	.269	2690.00
Business Cards - 3½" X 2"	500 per box	.068	34.00

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Worthless Check Affidavit	9000	.0549	494.10
Authorization For Medico legal Examination	1,000	.159	159.00
Envelopes W/Logo - Size 4 ⅛" x 9 ½", Standard Envelopes, (Checks Department)	10 boxes of 500	18.25 BX	182.50
Envelopes W/Logo - Size 4 ⅛" x 9 ½", Standard Envelopes (Misdemeanor Department)	20 boxes of 500	17.125 BX	342.50
Envelopes W/Logo - Size 4 ⅛" x 9 ½", Standard	8 boxes of 500	16.50 BX	132.00
Victim Impact Statement	5,000 per year	.064	320.00
Check Receipt	5,000	.0242	121.00
Check Writer Flyers	500	.196	98.00
Misdemeanor Complaints	10,000	.0857	857.00
Criminal Manila Folders- Legal Size, Folder Stock, End tab, ½ Cut Folders w/ black ink print, 1,000 per box	10 boxes of 1,000	.269	2690.00

Description	Estimated Quantity	Unit Price	Total Price
COUNTY COURT LAW #4 (JUDGE FRED GARZA)			
Letterhead Paper	5000	.0558	279.00
Envelopes W/Logo	1000	.059	59.00
Business Cards	1000	.037	37.00
Certificate of Appreciation	5000	.2158	1079.00

Description	Estimated Quantity	Unit Price	Total Price
COUNTY COURT # 6 (JUDGE ALBERT GARCIA)			
Letterhead Paper,	5000	.09	450.00
Envelopes W/Logo	1000	.155	155.00
Business Cards	1000	.037	37.00

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10:00
1/25/12
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Description	Estimated Quantity	Unit Price	Total Price
COUNTY COURT # 7 (JUDGE ROLANDO CANTU)			
Letterhead Paper	5000	.143	715.00
Envelopes W/Logo	1000	.259	259.00
Business Cards	1000	.037	37.00

Description	Estimated Quantity	Unit Price	Total Price
DISTRICT CLERKS			
Business Cards	30 boxes 500 per bx	104.00 BX	3120.00
Business Cards	500 per box	104.00 BX	104.00
Envelopes W/Seal- With Window	120 boxes of 500	15.53 BX	1863.60
Envelopes W/Seal , No Windows	120 boxes of 500	13.90 BX	1668.00

Description	Estimated Quantity	Unit Price	Total Price

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

JAIL DEPARTMENT		.0579	
Inmate Request Forms-	30,000 ea	~~.0579~~	1737.00
Bail Bond Fee Refund Forms	300	.33	99.00

Description	Estimated Quantity	Unit Price	Total Price
LAW ENFORCEMENT			
Administrative Action Form	10,000	.0415	415.00
Evidence Cards	6,000	.017	102.00
Evidence/Inventory Control Report	1,000	.198	198.00
Civil And Warrants Writ Of Possession Notice	1,000	.217	217.00
Name Placement Card	500	.214	107.00
Sheriff Badge Stickers	5,000 stickers	.053	265.00
Child ID Card	5,000	.127	635.00
Operation Child Safeguard Flyers	5,000	.0788	394.00
Recruitment Flyer	5,000	.0958	479.00
Latent Fingerprint Index Card	5,000	.0382	191.00
Latent Print Envelope	2,000	.107	214.00
Official Photograph	2,000	.202	101.00
Envelope	3,000	.079	237.00
Business Cards –3 ½" x 2" 1 sided	1 box of 250	45.00 BX	45.00
Business Cards – 3 ½" x 2" 2 sided front and back	1 box of 250	59.00 BX	59.00
Citation Books	25 per book 250 books	3.925 BK	981.25
Time Earned/Absence Request Form-	5,000	.119	595.00
Field Interview Cards	5,000	.0318	159.00
Impound Books	25 per book 100 books	11.90 BK	297.50
Maintenance Books–	25 per bk 250 bks	1.94 BK	485.00
Offense/Incident Reports-front and back	30,000	.0213	639.00
Offense Reports-Narrative	40,000	.0164	656.00
Offense Reports-Property Reporting	10,000	.0213	213.00
Victim's Bill of Rights Pamphlet	5,000	.042	210.00
Inmate Trust Receipt Book	50 sets per book 200	5.45 BK	1090.00
DIC-24 Statutory Warning	100	.29	29.00
DIC-25 Notice of Suspension Temp. Driving Permit	100	.29	29.00
Motor Pool Service Request	1000	.044	44.00
Motor Pool Service Request sticker	1000	.073	73.00
The State of Texas Statement of Elected/ Appointed Officer	300	.317	65.10
Deputation	300	.34	102.00
Operation Child Safeguard 17x22" Poster:	500	1.25	625.00

OPENED
10:00
1/25/12
Witnesse

HIDALGO COUNTY
ADDENDUM #1
EXHIBIT "B"
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2012-008-01-04-MEG

Description	Estimated Quantity	Unit Price	Total Price
HEALTH AND HUMAN SERVICES			
Envelopes W/Logo	15 boxes of 500 per box per order	16.00 BX	240.00
Letterhead Paper	20 reams of 500	45.45 RM	909.00
Receipt Books 160 BKS ORDERD LAST	as needed	10.90 BK	
Application For On-Site Sewage Facilities	2,000 per order	.1025	205.00
Technical Information For On-Site	2,000 per order	.1025	205.00
Authorization To Construction-	2,000 per order	.1025	205.00
Soil Evaluation Report Information	2,000 per order	.0445	89.00
Food Service Inspection Report	2,000 per order	.169	338.00
On Site Sewage Inspection Report	2,000 per order	.1515	303.00
Services Offered Pamphlet –English	5,000 per order	.1014	507.00
Services Offered Pamphlet –Spanish	5,000 per order	.1014	507.00
Keep Your Germs To Yourself-English	1,000 per order	.058	58.00
Contenga Sus Gérmenes-Spanish	1,000 per order	.058	58.00
Stop The Flu	1,000 per order	.058	58.00
Alto A La Gripe	1,000 per order	.058	58.00

OPENED
10:00
1/25/12
Witnessed

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: GULF DATA PRODUCTS
ADDRESS: 810 E. HARRISON
CITY/STATE/ZIP CODE: HARLINGEN TX 78550
PHONE NUMBER: 381-9996 - 800-825-5395
E-MAIL ADDRESS: gulfdata2@sbcglobal.net
CELLULAR NUMBERS: 956-802-7467
FAX NUMBER: 956-425-5535
AUTHORIZED SIGNATURE: Kevin Kanipe
PRINTED NAME: KEVIN KANIPE
TITLE: PRESIDENT
DATE: 1-15-12

ACKNOWLEDGMENT OF BID SUBMITTED

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2014

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 RICK VILLARREAL INS AGENCY 2116 W University Dr Edinburg, TX 78539	CONTACT NAME: PHONE (A/C, No, Ext): (956) 383-7001 FAX (A/C, No): (956) 383-7009 E-MAIL ADDRESS: elsagonzalezz@yahoo.com
	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A : Farmers Truck Insurance Exchange
INSURED Gulf Data Products E.A. Stone Inc. 810 E Harrison Harlingen, TX 78550 956-421-5711	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	
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [x] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [x] POLICY [ ] PRO-JECT [ ] LOC	x		60191-95-32	05/18/14	05/18/15	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A07076872	04/18/14	04/18/15	[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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2802 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): 02/10/2015

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
STATE FARM INSURANCE
ROBERT ELIZALDE, AGENT
StateFarm 5107 S MCCOLL RD
EDINBURG, TX 78539

CONTACT NAME: GARDENIA MARTINEZ
PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810
E-MAIL ADDRESS: GARDENIA.MARTINEZ.T55B@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
RICHARD K. KANIPE
GULF DATA PRODUCTS
1805 OAKS RD
EDINBURG, TX 78539

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	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			167 8540-C06-53-001	09/06/2014	03/06/2015	COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 500,000
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	☐ 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 OFFICE/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	$
		☐	☐					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2005 TOYOTA HIGHLANDER JTEGD21A150111763

CERTIFICATE HOLDER

HIDALGO COUNTY
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

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Evangelina Garcia

From: Steve Crain [scrain@atlashall.com]
Sent: Monday, March 05, 2012 8:26 AM
To: 'Evangelina Garcia'
Subject: RE:

The contract is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, March 01, 2012 4:25 PM
To: 'Stephen L. Crain'
Cc: 'Marynel Trevino'; 'Marynel Trevino'
Subject:

Mr. Crain:
Attached is the third and final contract of the three (multiple award) for your review as to form with the revision as requested.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

EXHIBIT‘”A”

Specifications/Requirements
HIDALGO COUNTY
“***Printing Services & Related Supplies”***
BID NO.: 2015-029-00-00-SMA

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish ***“Printing Services & Related Supplies”*** in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Vendor shall furnish all materials and supplies necessary to execute the specified services. These services will be on an “As Needed Basis”.

SPECIFICATIONS/REQUIREMENTS:

Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

1. **Pick-Up and Delivery Requirements:** Successful bidder shall pick-up orders at Hidalgo County designated Department(s), if requested by Department and shall deliver all completed work to the address listed herein. Inside delivery locations will be stated on each .Hidalgo County Purchase Order. Inside delivery shall be included in the bid price. If the vendor choices to transport by a third party delivery, it must be stated under the method of delivery.

2. Order will be placed by various County departments on an “as needed” basis. Hidalgo County is not obligated to any minimum or maximum quantities.

3. **SAMPLES/DEMOS/PROOFS:** Upon requesting, samples/demos and/or proofs shall be furnished to Hidalgo County at ***no additional cost***, for approval prior to printing.
   - **Samples:** Will be provided to Hidalgo County designee, prior to printing for approval by Department.
   - **Proofs:** Must be supplied prior to printing at no additional cost to the Hidalgo County. The proof shall then be dated, signed by Hidalgo County and returned to vendor for printing.

   - **SAMPLE REVIEW:**
     This printing includes various items and forms. Bidder shall assume sole responsibility for viewing these samples in order to submit a bid consistent with requirements of the County. Failure to do so may result in rejection of bid.

4. **OVER RUNS:** Hidalgo County shall not pay for over-runs. Vendor is cautioned to provide only the quantity of print copies as stated on the Purchase Order. Any over-runs delivered to the County shall be considered as a donation and no additional fees will be allowed and/or paid.

5. **CD–**Samples of most of the printing forms will be provided to all bidders in a CD File for your review and consideration. Specifications: Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

6. **PRICING:**
   All pricing submitted shall be inclusive of all reproduction costs to produce a complete and ready to use product. Any costs associated with the following: additional set-up fees, change fees, typesetting fees or delivery fees must be included in the bid prices. Hidalgo County will not accept or pay additional costs such as mentioned above.

   It is not necessary for bidders to submit bids for all sections to be considered for an award. However, bidder is expected to submit pricing for all items within each section that the bidder chooses to respond, in order to be considered for award for that particular section.

7. **PAPER STOCK:**
   Paper stock shall be the same or better stock quality as sample provided.

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8. **PACKAGING:**
   Packaging of forms shall be boxed in quantities standard to the industry. All packages shall be marked with form number and Hidalgo County purchase order number on outside.

PRE-BID MEETING

A pre-bid meeting will be held for vendor's information on **Thursday, February 00, 2015 at 2:00 A.M.** at Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid meeting is to help with any questions that vendors might have about specific documents or the specifications of the bid. The Purchasing Department will provide samples of documents and forms that the different County departments might use throughout the term of the bid. The documents and forms will be for viewing only. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response**. ALL BIDDERS ARE ENCOURGED TO ATTEND THIS MEETING.**

GENERAL REQUIREMENTS:

The following are the minimum requirements and/or specifications that will be acceptable by the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

- Materials must be available for pick-up and/or delivery to the various locations in Hidalgo County during normal working hours, Monday through Friday
- All items must be shipped **F.O.B. INSIDE DELIVERY**
- If the vendor choices to transport by a third party delivery, it must be stated under the method of delivery on Exhibit B.
- All purchases will be on an **"As Needed Basis**", there are no set quantities to be purchased.
- All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
- BID PAGE-Vendor **must** fill in each section of the Bid Page (Exhibit "B") if applicable, for not applicable INDICATE **N/A** on the form. INCOMPLETE submittals shall be considered a probable cause for disqualification.
- Vendor should match the sample as much as possible

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EXHIBIT‘”A”

Specifications/Requirements
HIDALGO COUNTY
“***Printing Services & Related Supplies”***
BID NO.: 2015-029-00-00-SMA

HIDALGO COUNTY DEPARTMENT’S

The following departments listed below are to be considered minimum. Hidalgo County reserves the right to add or delete number of departments as necessary and vendor agrees to comply with such requests.

Other Hidalgo County departments, not stated herein, may be included and may utilize this contract for the purchasing of these items that meet their specifications herein and those departments will make minor modifications to the lettering, colors, logos, seals and/or emblems if necessary at no additional charge.

HIDALGO COUNTY -DEPARTMENTS	
1.	139th Judicial District Court
2.	206th Judicial District Court
3.	332th Judicial District Court
4.	370th Judicial District Court
5.	389th Judicial District Court
6.	398th Judicial District Court
7.	430th Judicial District Court
8.	Adult Probation
9.	Auditor’s Office
10.	Commissioner Precinct 3
11.	Constable Precinct No. 1
12.	Constable Precinct No. 2
13.	Constable Precinct No. 3
14.	County Clerk’s Office
15.	County Court At Law #4 (Judge Fred Garza)
16.	County Court At Law #6 (Judge Albert Garcia)
17.	County Court At Law #7 (Judge Omar Maldonado)
18.	District Attorney
19.	District Clerk’s Office
20.	H.I.D.T.A. Task Force
21.	Health & Human Services
22.	Human Resources
23.	Justice of the Peace, Precinct 1 Place 1
24.	Juvenile Justice Center
25.	Planning
26.	Public Defender’s Office
27.	Purchasing Department
28.	Sheriff’s Office-Jail Dept
29.	Sheriff’s Office-Law Enforcement Dept
30.	Tax Assessor Collector’s Office
31.	Treasurer’s Office

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EXHIBIT‘”A”

Specifications/Requirements
HIDALGO COUNTY
“*Printing Services & Related Supplies*”
BID NO.: 2015-029-00-00-SMA

ADULT PROBATION DEPARTMENT			
	Description	**Quantity**	**Special Instructions**
1	**Appointment Cards -** 8½” X 11” Page Size, black ink printing w/black ink logo, 6 cards per page, 110 lb. paper, double sided print cut into 6 cards	6,000 per year	
8	**Authorization To Release Information -**8½” X 11” Page Size, single sided print, black ink printing	2,000 per yr	
5	**Community Service Restitution ID Card -** 8½” X 11” Page Size, 110 lb. paper 4 cards per page, Black ink printing, double sided print, cut into 4 cards	4,000 per yr	
7	**Community Service Restitution Program Rules -** 8½” X 11” Page Size, single sided print, black ink printing	2,000 per yr	
4	**Court Information Form -** 8½” X 11” Page Size, Double sided print, black ink printing	1,200 per yr	
6	**Court Notes -** 8½” X 11” Page Size, single sided print, black ink printing	2,000 per yr	
9	**Employment Search Forms -**8½” X 11” Page Size, single sided print, black ink printing	1,000 per yr	
38	**Envelopes W/Logo -** Size 4 ⅛” x 9 ½”, Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with no window	4 boxes of 500	
39	**Envelopes W/Logo -** Size 4 ⅛” x 9 ½”, Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with window,	4 boxes of 500	
10	**Family History Information -**8½” X 11” Page Size, Double sided print, black ink printing	6,000 per yr	
11	**Field Visit Log -** 8½” X 11” Page Size, single sided print, black ink printing	2,000 per yr	
13	**Guidelines For Payment To The Acct. Dept.-** 8½” X 11” Page Size, Double sided print, black ink printing	6,000 per year	
12	**Gun Control Act -** 8½” X 11” Page Size, single sided print, black ink printing	3,000 per yr	
14	**Home Visit Cards -** 8½” X 11” Page Size, Double sided print, black ink printing, 110 lb. paper, 6 cards per page, cut into 6 cards	1,000 per year	
3	**Initial Assessment Form -** Legal Size Paper 8½” x 14”, Double sided print, black ink printing,	1,000 per year	
17	**Intake Appt. Referral -**8½” X 11” Page Size, Double sided print, black ink printing	3,000 per yr	
15	**Intake Checklist -** 8½” X 11” Page Size, single sided print, black ink printing	3,000 per yr	
16	**Leave Request -** 8½” X 11” Page Size, single sided print, black ink printing (not cut)	2,000 per yr	
18	**Monthly Report (By Mail) -**8½” X 11” Page Size, Double sided print, black ink printing English/Spanish	3,000 per yr	
19	**Monthly Report (In Person) -**8½” X 11” Page Size, single sided print, black ink printing	3,000 per yr	
20	**Office Rules And Regulations -** 8½” X 11” Page Size, Double sided print, black ink printing	3,000 per yr	
24	**Payment Schedule -**8½” X 11” Page Size, Double sided print, black ink printing	1,500 per yr	
22	**Personal Data Form -** 8½” X 11” Page Size, Double sided print, black ink printing	2,000 per yr	

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40	**Pre-Numbered Receipts –** 9 ½" x 11" Paper size, continuous feed paper, letters and numbers in red ink print perforated	60,000 per year	Starting № **AP 745406**
2	**Probationer Acknowledgment Form-** 8½" X 11" Page Size, Single sided print, black ink printing	2,000 per year	
21	**Probationer Acknowledgment Form -**8½" X 11" Page Size, single sided print, black ink printing	2000 per yr	
23	**Probationer Monthly Report Sign-In-Ledger -**8½" X 11" Page Size, single sided print, black ink printing	1,000 per yr	
27	**R.C.U. Intake File Tracking Form -** 8½" X 11" Page Size, single sided print, black ink printing	3,000 per yr	
29	**Reassessment Form -** 8½" X 14" Legal Page Size, Double sided print, black ink printing	1,000 per yr	
25	**Receptionists' Slips -** 8½" X 11" Page Size, Double sided print, black ink printing, 8 slips per page, cut into 8 individual slips 20 lb bond	1,000 per yr	
26	**Records Control Unit Processing Checklist -** 8½" X 11" Page Size, single sided print, black ink printing (not cut)	3,000 per yr	
28	**Referral Cards -** 8½" X 14" Legal Page Size, single sided print, black ink printing, 110 lb paper, Green in color, 9 cards per page, cut into 9 cards	1,000 per yr	
32	**Scanning Checklist -** 8½" X 11" Page Size, single sided print, black ink printing	3,000 per yr	
31	**Sign-In Roster -** 8½" X 14" Legal Page Size, single sided print, black ink printing	500 per year	
30	**TCIC/NCIC Request -** 8½" X 11" Page Size, single sided print, black ink printing	500 per year	
33	**TEAS DPS Inquiry Log -**8½" X 11" Page Size, single sided print, black ink printing	4,000 per yr	
36	**Telephone Log-** 8½" X 11" Page Size, single sided print, black ink printing	1,500 per yr	
34	**Telephone Message -** 8½" X 11" Page Size, single sided print, black ink printing, 4 messages per page, perforated	4,000 per yr	
35	**Travel Permit Slips -** 8½" X 11" Page Size, Double sided print, black ink printing, 4 permits per page,	3,000 per yr	
37	**Website Log -** 8½" X 11" Page Size, single sided print, black ink printing	2,000 per yr	

COUNTY AUDITORS OFFICE:			
1	**Letterhead Paper -** 8.5" X 11", #24 lb Fine quality Bond Paper, one sided print, flat black ink print, watermark gray seal w/ light, dark gray and black shading 500 per ream: 25% Cotton	2 reams of 500	
2	**Letterhead Paper -** 8.5" X 11", #24 lb Fine quality Bond Paper, one sided print, flat, w/gray watermark seal 500 per ream 25% Cotton	2 reams of 500	

COUNTY CLERKS OFFICE:			
1	**Recreational Fishing Regulations Cards**-3½" X 4" plus one score**, Double sided print**, black, blue, red, green ink, shading – light blue yupo 10.	1,000	
2	**Recreational Hunting Regulations Cards -** 3½" X 2", **Double sided print, black**, blue, red, green ink, shading – light blue	1,000	
3	**Business Cards -** - 3½" X 2", Blue ink Raised Lettering, w/ blk Raised Seal and lettering DOUBLE sided flat blk print in the back-500 per box, landscape layout 80 lb	30 boxes of 500 per order	sample available

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EXHIBIT‘”A”

Specifications/Requirements
HIDALGO COUNTY
“Printing Services & Related Supplies”
BID NO.: 2015-029-00-00-SMA

4	**Business Cards** - - 3½” X 2”, Blue ink Raised Lettering, w/blk Raised Seal and lettering, Single sided print-500 per box, landscape layout 80 lb	2500 per order	Mortgage
5	**Envelopes W/Logo #10** - Size 4 ⅛” x 9 ½”, Standard Envelopes, flat blue print, w/ blue flat print seal 500 per box, with window (peel and seal)	30 boxes of 500 per box	
6	**Envelopes W/Logo#10** - Size 4 ⅛” x 9 ½”, Standard Envelopes, flat blue print, w/ blue flat print seal 500 per box, plain with no window (peel and seal)	30 boxes of 500 per box	
7	**Letterhead Paper —** 8.5” X 11”, #20 Fine quality Bond Paper, one sided print, raised print blue ink, blk seal & lettering, 500 per ream, 24lb 25 % cotton	30 reams of 500 sheets	
8	**Certificate Of Withdrawal From Business**—8.5” X 11”, Black ink printing, blue border, Fine quality bond paper 60lb	10,500 ea	
9	**Assumed Name Certificate**- 8.5” X 11” Form, Black border, Black ink printing, Double sided print, fine quality bond paper 20lb	10,500 ea	
10	**Newly Wed Letter**—8.5” X 11”, Fine quality bond paper, Blue/Red/Black ink, double sided, flat print with/watermark seal**** English & Spanish (front and Back) 60 lb	10,000ea	
11	**Scratch Pads –** 7” X 4 ¼” –Note pad,	500 pads of	
12	**Birth/Marriage Envelopes-** Custom Design, Printed gold ink one side , White leather stock, Finished Size : 4” x 9.5” closed after printing , Folded and glued	6,000	
13	**Booklet Envelopes**—9½” x 12” Booklet Envelopes,28# White Stock, **With or without peel** and stick feature ,Printed two (2) color Special Window 3 colors	6,000 per order 6,000 per order	With peel without peel
14	**Special Window Envelopes** peel and seal 12” x 9” Blue ink flat lettering, with black seal	50,000 per order	

H.I.D.T.A. TASK FORCE:			
1	**Envelopes W/Logo** - Size 4 ⅛” x 9 ½”, Standard Envelopes, raised black print, w/gold raised ink seal 500 per box, with window 24 lb 25 % Cotton	4 boxes of 500	
2	**Letterhead Paper** - -- 8.5” X 11”, Fine quality paper, Raised lettering, black ink, gold raised seal 500 per ream 24 lb 25 % Cotton	4 reams of 500	
3	**Business Cards** -3½” X 2”, Black ink Raised print, w/ gold raised seal, Single sided print-500 per box, landscape layout 80 lb cover	1 box of 500 Per each	9 people
4	**Mailing Labels –** 3”X4” flat print, black ink w/gold ink stamp, 500 per roll	500 per order	
5	**Vehicle Impoundment Report** - 8.5” X 11.5” Page size, 3-part NCR, Paper Sequence: White, Canary Yellow and Pink, black ink flat print, one sided print perforated	500	
6	**Receipt For Forms** -8.5” X 11” Page size, 2-part NCR, Paper sequence: White and Canary Yellow, Black ink flat print, one sided print	500	
7	**Investigative File Jacket –** 9”X13” Page size, Light Blue Tag Board, Black ink front & back of front cover **back page blank** w/ two hole punch on top (centered) 140 lb	1000 per order	
8	**Investigative File Jacket –** 9”X13” Page size, Canary Yellow Tag Board, Black ink front & back of front cover page only **back page blank** w/ two hole punch on top (centered) 140 lb	1000 per order	
9	**Dividers Multi-Color –** 9”x11” - 8 Tab Dividers per set, labeled, Multi Color	400 sets per yearly	

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10	**Name Plate –** Wood Base, w/Black, brass double mounted, w/2 seals , w/name and title	On as needed basis	

HUMAN RESOURCES:			
1	**Business Cards - -** 3½" X 2", Blue ink Raised Lettering, w/ gold ink stamp w/blue Raised lettering, Single sided print-500 per box, landscape layout White Linen 80lb	500 per box	6 people/ 1 box per ea
2	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue, w/ gold foil stamp seal 500 per box, plain with no window White Linen 24lb	4 boxes of 500 ea box	
3	**Interview Worksheet --** 8.5" X 11" Black ink printing, single sided	5,000 ea	
4	**Interview Selection Form--** 8.5" X 11" Black ink printing, Full color w/black lettering 20 lb	5,000 ea	
5	**Letterhead Paper --** 8.5" X 11", Fine quality bond paper, blue lettering w/ gold foil stamp w/blue lettering, w/watermark print, 500 per ream White Linen 24 lb	20 reams of 500	
6	**Drainage District #1 Application --** 8.5" X 11" page, White paper, double sided print, 2 sheet application, all black ink printing, minor gray shading	4,000 ea page	2 pages double sided print
7	**County Of Hidalgo Application--** 8.5" X 11" Page, White Paper, double sided print, 2 sheet application, all black ink printing, minor gray shading stapled	12,000 ea page	2 pages double sided print
8	**Sheriff Department Application - -** 8.5" X 11" Page, White Paper, Single sided print, all black ink printing, pages, with one page double sided stapled	10,000 ea page	
9	**Sick Leave Donation Form--** 8.5" X 11" Page, black ink printing, Single sided print, 4,000	4,000	

JUVENILE JUSTICE CENTER			
1	**LETTERHEAD PAPER -** 8.5" X 11", #20 Fine quality White Bond Paper, one side print, flat print blue, gold ink seal w/ blue, flat lettering, 500 per ream 24 lb 25 % cotton	24 reams per order	Light Blue shading
2	**VISITOR'S LABELS roll-** 4 ¼" x 3 ¼" White, Blue Flat Print, w/ Gold Foil Logo w/ blue lettering, 6 self peel labels per page 24 lb 25 % cotton	2 rolls of 500	
3	**MAILING LABELS roll-** 4 ¼" X 3 ¼" White, blue Flat Print, w/ Gold Ink	1 roll of 5000	
4	**Business Cards - -** 3½" X 2", Blue ink Raised Lettering, w/Blue and Gold Raised Seal w/ blue lettering, Single sided print-500 per box, landscape layout 80lb	500 1000	as needed
5	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue lettering, w/ gold ink seal w/blue flat lettering seal 500 per box, Plain no window envelope	20 boxes of 500 per order	
6	**Policy And Procedures Manual -** 8.5" X 11", 241 Sheets per book, w/Navy Blue 3 Ring Binder w/Clear Front, with 23 Tabs in each book	10 per order	
7	**Annual Report** 8.5" X 11" White Bond Paper, w/Blue Flat Print on cover stock. Plastic comb binding, front and back black ink printing, 47 pages 2 sided Blk ink white Linen cover – back cover 110 lb index cover paper	50 books per order	

PLANNING DEPARTMENT:			
1	**Approved Application –** 5 ½" X 8 ½" –Development Permit Posted Cards: Florescent Lemon Color, 10 point thickness, **90lb card** stock, white back, Pre-Numbered, Black ink w/Gray Watermark Seal	Pct 1=2650 Pct 2= 300 Pct 3=2650	Starting No. 9295 Starting No. 1356 Starting

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			No. 12981
		Pct 4=2650	Starting No. 12453
2	**Receipt Books -** 5 ½" X 8 ½"-3-Part NCR, **20 lb Paper** Sequence White, Canary, Yellow & Pink, 50 pages per book 2 Receipts per page, Die cut (tear out receipt) Each page paper copy white- Customer Copy, Canary Copy – Auditor's Copy and Pink Copy – Office Copy wrapped around	27 Books of 100/Receipts Per book	Starting № Precinct 1 RECEIPT № 1-187001-1
3	**Receipt Books -** 5 ½" X 8 ½"-3-Part NCR, **20 lb Paper** Sequence White, Canary, Yellow & Pink, 50 pages per book 2 Receipts per page, Die cut (tear out receipt) Ea paper copy white- Customer Copy, Canary Copy – Auditor's Copy and Pink Copy – Office Copy wrapped around	66 Books of 100/Receipts Per book	Starting № Precinct 2 RECEIPT № 2-70980-2/4
4	**Receipt Books -** 5 ½" X 8 ½"-3-Part NCR, **20 lb Paper** Sequence White, Canary, Yellow & Pink, 50 pages per book 2 Receipts per page, Die cut (tear out receipt) Ea paper copy white- Customer Copy, Canary Copy – Auditor's Copy and Pink Copy – Office Copy wrapped around	27 Books of 100/Receipts per book	Starting № Precinct 3 RECEIPT № 3-39701-3
5	**Culvert Installation Work Order-** 8.5" X 11", 4 Part NCR, Paper Sequence-White, Canary Yellow, Pink and Green, Pre-numbered, Routing White-Customer Copy, Canary Yellow-Auditor's Copy, Pink- Office Copy, Green-Permanent Copy wrapped around perforated	12 Books / 25 Work orders per bk	Pre-numbered Starting № 0002151

TREASURER'S OFFICE:			
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper, one sided print, flat GREEN ink print, foil gold seal w/ green flat lettering 500 per ream 24lb 25 % cotton	1 ream of 500	
2	**Business Cards -** - 3½" X 2", GREEN ink Raised Lettering, w/ GREEN Seal w/ GREEN lettering, Single sided , landscape layout 80lb cover	500 per box	
3	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat GREEN lettering, w/ GREEN and gold seal w/ GREEN flat lettering seal with window	5000 per order	
4	**Large Window Envelope** 5 ½ x 8 ¾, 2 ¾" x 5 ½ " window ½" from left 5/8 from top on 20lb paper	5000 per order	

TAX OFFICE			
TAX ASSESSOR COLLECTOR			
1	**Business Cards -** - 3½" X 2", Black ink Raised Lettering, w/ gold raised stamp w/gold Raised lettering, Single sided print- landscape layout-- **glossy**	1000 per order	
2	**Business Cards -** - 3½" X 2", Black ink Raised Lettering, w/ gold raised stamp w/gold Raised lettering, Single sided print- landscape layout-	500 per order	
3	**Letterhead Paper** -- 8.5" X 11", Fine quality bond paper, black lettering w/ gray watermark seal w/picture in various stages of gray shade, 500 per ream 24 lb 25% cotton	5000	
4	-8.5X11 Bou ppr,bnd, recy, rio bond plain paper WITH WATERMARK	100	
5	**Envelopes W/Logo #10 -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat black and red print, w/ black flat print seal 500 per box, with window, IMPORTANT OPEN AT ONCE	1500	
6	**Envelopes W/Logo #9 -** Size 3 7/8 x 8 7/8" return envelopes, flat black print, w/ black flat print seal 500 per box, plain with no window	5000	
7	**Envelopes W/Logo #10 -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with NO window (TAX Assessor/Collector)	20,000 per order	

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8	**Envelopes W/Logo #10 -** Size 4 ⅛" x 9 ½", Standard Window, rev flap, 24# ww, diagonal seam, gum seal printed	60,000 per order	
9	**Envelopes W/Logo #9 -** Size 1 1/8 x 3 ½ , Envelopes, flat black print, w/ black flat print seal with window	20,000 per order	
10	**Deputation Form:-** 8.5 x 11.14 Rio Grande Valley bond white 24 # 2/2 black & blue 24 lb 25 cotton	250	
11	**Envelope---4 1/8" x 9 ½"** standard envelope #10 flat black print w/ black flat print w/blk print seal with window	5000	
	AUTOMOBILE DEPT PLUS ALL SUBSTATIONS		
1	**Business Cards** - - 3½" X 2", Black ink Raised Lettering, w/ gold raised stamp w/gold Raised lettering, Single sided print- landscape layout-	500 per order	
2	**Letterhead Paper** -- 8.5" X 11", Fine quality bond paper, black lettering w/ gray watermark seal w/picture in various stages of gray shade, 500 per ream	5,000	
3	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, without windows (automobile License Dept)	7500	
4	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with no window(Automobile License Dept)	50 bxs of 500	
5	**Envelopes W/Logo -** 10 ½"x7 ½" Double-prong metal clasp w/reinforced eyelets for a secure closure Brown Clasp Envelopes/ 100 per box w/ black ink printing and black ink seal	10 bxs of 100	
6	**Envelopes W/Logo -** 12 ½" x6 ½" brown envelopes 500 per box w/ black ink printing and black ink seal w/gummed seal	10 bxs of 500	
7	**Deputation Cards-** 3.875 x 2.375 index color # 110 black round corners 67 lbs	250	
8	**County Liquor Permit Rect:-** size 4 x 7.5 NCR 3 part white, canary, pink #17 black pre-numbered	150	50 per pack
9	**Refund Slips** size 7 x 3.25 off set , white 50# black padding with chipboard	3000 per order	

	COMMISSIONER PRECINCT 3		
1	**Business Cards** -- 3½" X 2", Ink -Black Raised Lettering, w/Gold Foil Seal, Single sided print, portrait business card layout, 500 per each	1box of 500	9 people 1 box per ea/Portrait Card Layout
2	**Letterhead Paper** - 8.5" X 11", #20 Fine quality Bond White Linen Paper one sided print, raised blue ink print , gold foil stamp seal w/blue lettering, 500 sheets per ream	2 boxes/ of 500	
3	**Letterhead Paper –** 8.5" X 11", White Linen Paper Blue ink	2 boxes/ of 500	
4	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box	2 boxes / Of 500	
5	**Landfill Form-** Legal Size Paper 8½" x 14" - One sided print, Black ink, 100 sheets per tablet, Portrait Top glue bind	50 Tablets of /100 sheets per	Glue Bind Top Tablet
6	**Parking Permit-** 3½" x 5 ½" Single sided print, White paper w/red lettering, glue bind top, 50 sheets per booklet perforated at the top 2 staples	12 / 50 sheets per	Glue Bind Top Booklet

	206TH DISTRICT COURT:		
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper, one sided print, raised black ink print , seal raised gold ink, 500 sheets per ream 24 lb 25 % Cotton	2 reams of 500	
2	**Letterhead Paper** - 8.5" X 11" 25 % Cotton Paper	2 reams of 500	
3	**Order Of Release/Order Of Commitment –** 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page **only** front and back print, 2nd and 3rd page front only	2,000/3 part	Top Glue Bind

4	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, raised Print, black ink and Gold for seal 500 per box 24 lb 25 % Cotton	2 boxes of 500	
5	**Juror's Handbook Pamphlets -**17 ½" X 9", Flat Print Black Ink – Double Sided, 4 fold pamphlet, Light Blue Paper 60 lb	1,000	
6	**Business Cards -** 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout white Linen	1,000	
7	**Juror Tags -** 3½" x 2", Black flat Print, Red Paper Stock, Laminated w/thumb grip clip	14	

332TH DISTRICT COURT			
1	**Business Cards -** 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	500 per order	
2	**Instructions to Jurors in Civil Cases** 5 ½ x 7" folded in half printed in black front and back in and out of	2000 per order	
3	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes flat black Print, and flat black ink for seal	2500 per order	
4	**Letterhead Paper -** 8.5" X 11" 25 % Cotton Paper- flat Print, black/gray ink	1000 per order	
5	**Order Of Release/Order Of Commitment –** 8.5" X 11" Paper Size, three (3) part NCR, White, Yellow, Pink 1st page **only** front and back print, 2nd and 3rd page front print only------ 2 hole punch on top	2500 per order	
6	**Order Of Referral For Mediation:** 8.5" X 11" 25 % Cotton Paper- Printed in front page in Black only	2000 per order	
370TH DISTRICT COURT:			
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat black ink print , gold ink foil seal, 500 sheets per ream 25 % cotton	1000 per order	
2	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, raised Print, black ink and Gold for seal 500 per box	1000 per order	
389TH DISTRICT COURT			
1	**Letterhead** 8.5" x 11" Cotton Paper 25% cotton Blk & gold raised	1000 per order	
2	**Business Cards -** 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout 80 lb	1000 per order	
3	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, Ink – Black and Red raised Print, black ink with Gold seal 25 % cotton	1000 per order	
4	**Order Of Release/Order Of Commitment –** 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page **only** front and back print, 2nd and 3rd page front only (same as page 1)	1000 per order	
5	**Certificate of Appreciation –** Gold Leaf border and Blk letters	1000 per order	
6	**Juror's Handbook Pamphlets -**17 ½" X 9", Flat Print Black Ink – Double Sided, 5 fold pamphlet, Light Yellow Paper	1000 per order	
398th DISTRICT COURT			
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper, one sided print, raised black and red ink print , seal gold foil 25 % cotton	6 reams of 500	
2	**Letterhead Paper -** 8.5" X 11", 25% Cotton Paper	6 reams of 500	
3	**Business Cards -** 3½" X 2", Ink -Black and Red Raised Lettering, w/Gold foil Seal , Single sided print, landscape layout	500 per box	5 people 1 bx per ea
4	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, Ink – Black and Red raised Print, black ink with Gold seal foil	6 boxes of 500	

5	**Order Of Release/Order Of Commitment –** 8.5” X 11” Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page **only** front and back print, 2nd and 3rd page front only (same as page one)	3,000 3-Part	Top Glue Bind

430TH DISTRICT COURT				
1	**Letterhead** 8.5” x 11” Cotton Paper #20 Fine quality Bond Paper, one sided print, raised BLUE ink print , seal raised gold ink, 500 sheets per ream 25% cotton		1000	
2	**Business Cards -** 3½" X 2", BLUE ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	foil ink	500 500	
3	**Business Cards -** 3½" X 2", BLUE ink Raised Lettering in the front w/Gold ink Seal , DOUBLE sided flat print in the back , landscape layout		500	
4	**Envelopes W/Logo -** Size 4 ⅛” x 9 ½”, Standard Envelopes, Ink – Black and Red raised Print, black ink with Gold seal 25 % cotton		1000	
5	**Juror’s Handbook Pamphlets -**17 ½” X 9”, Flat Print Black Ink – Double Sided, 5 fold pamphlet, Light BLUE Paper		500	

CONSTABLE PRECINCT No 1			
1	**Business Cards** – 3 ½” x 2”, Blue Ink, w/Watermark Seal (twelve individuals) Single sided flat print, Landscape layout 12KK CIS	500 per box	12 people/ 1 box per each
2	**Field Contact Card** – Index Card 5” x3”,Black Ink, Double sided flat print, white stock card 110 lb	2,000	
3	**Building Check Card** – 4 ½” x 5 ½” – Black Ink, Single sided flat Print w/2 Logos (black ink) white stock card 67 lb	500 ea	
4	**Warning Card** Label– 4 ½” x 5½” – Black Ink, Single Sided flat Print w/2 Logos (black ink) Neon Orange Stock Card: **ADHESIVE BACK**	2,000	
5	**Notice/Aviso – Door Hanger Card** 8 ½” x 3 ¾” Black Ink, Double Sided flat print (English one side/Spanish other side) Neon Yellow Card Stock w/die cut	5,000	
6	**Vehicle Impoundment** –Inventory Record – 7 ½” x 5”, 4 Part NCR, Paper Color Sequence- White, Canary Yellow, Pink and Golden Rod, Black Ink, Single Sided flat print, 25 sheets per book wrap around perforated	100 bks of 25 sheets per bk	
7	**Hidalgo County Constable Pct. 1 Warning Book** – 6” x 4 ¼” -2 part white and canary yellow paper sequence, black ink single sided flat print, 50 sheets per book wrap around perforated	200 bks of 50 pgs per bklt.	Top Glue Bind
8	**Ticket Book** – 5 ¼” x 7 ¾” – 4 Part NCR, Paper Color Sequence-White, canary yellow, pink and golden rod, double sided print, black ink flat print, number sequence in red ink, 50 sheets per book wrap around perforated	200 books of 50 pages per bk	Starting # **varies** Top Bind
9	**Official Receipt For Constables Fees** – 3 part NCR 8 ½ x3 ¾ – Paper Color Sequence – White, Yellow, Pink, Black ink, single sided flat print Number Sequence black ink, three (3) Receipts per page, Die cut (tear out rcpt) wrap around perforated	50 sets per book 20 books	Starting Number **varies** Side Glue bind

CONSTABLE PRECINCT No 2			
1	**Letterhead Paper** – 8.5” X 11”, #60 Bond Paper 92 Brightness one sided print, flat Print, black/gray ink, watermark seal, 5,000 sheets per box	2 boxes of 5,000	
2	**Business Cards –** 3 ½” x 2”, Black Card w/ Gold Lettering w /Seal, Single sided print, landscape layout 80 lb	3 bxs of 1,000	
3	**Business Cards -** 3½” X 2”, Black ink Raised Lettering, w/Seal, Single sided print, landscape layout 80 lb	4 bxs of 1000	
4	**Envelopes W/Constable Logo -** Size 4 ⅛” x 9 ½”, Standard Envelopes, Flat Print, Black Ink,	4 boxes of 500	

5	**Official Receipt For Constables Fees** – 3 part NCR – Paper Color Sequence – White, Canary Yellow, Pink, Black ink, single sided flat print Number Sequence black ink, three (3) Receipts per page, 100 sheets per book, Die cut (tear out rcpt) wrap around perforated	3 books 50 sets per book	Side Glue Bind
6	**Ticket Book –** 5 ¼” x 7 ¾” **–** 4 Part NCR, Paper Color Sequence- White, canary yellow, pink and golden rod, double sided print, black ink flat print, number sequence in red ink,	50 books of 20 sheets per bk	Top Bind
7	**Warning Flyers** - Size: 8 ½” x 11”, Peel Stick, Neon Yellow, Black ink one sided flat print	4 boxes of 5,000	
8	**Advertencia Flyer-** Size 8 ½” x 11”, Peel Stick, Limeade Green, Black ink one sided flat print	4 boxes of 5,000	

CONSTABLE PRECINCT No. 3:			
1	**Letterhead Paper** – 8.5” X 11”, #20 Bond Paper White Linen 92 Brightness one sided print, flat Print, 2 Color Ink (Blue/Gold),w/seal (gold/blue), 500 sheets per ream	4 reams per order	
2	**Notice/Aviso – Door Hanger Card** 8 ½” x 3 ¾” Black Ink, Double Sided flat print (English one side -Spanish other side) Neon Orange Card Stock w/die cut	2,000 per order	Double sided print English & Spanish
3	**Envelopes W/Constable Logo -** Size 4 ⅛” x 9 ½”, Standard Envelopes, Flat Print, 2 color ink Blue and Gold, 2 color seal (Blue and Gold 500 per box	4 bxs /500 per order	
4	**Vehicle Impoundment** –Inventory Record – 7 ½” x 5”, 4 Part NCR, Paper Color Sequence- White, Canary Yellow, Pink and Golden Rod, Black Ink, Single Sided flat print, 25 sheets per book wrap around	80/25 per bk per order	
5	**Business Cards -** 3½” X 2”, Blue and Gold ink Raised Lettering, w/Seal two colors blue/gold, Single sided print, 500 per box, 8 individuals, landscape layout 80 lb	250 per box per order	8 people/ 1 box per each
6	**Business Cards -** 3½” X 2”, Blue and Gold ink Raised Lettering, w/Seal two colors blue/gold, Single sided print, landscape layout 80 lb	2 boxes of 1000 per order	
7	**Warning Flyers** – Size 8 ½” x 11”, Peel Stick, Neon Orange, Black Ink one sided flat print	750 sheets per order	
8	**Advertencia Flyers** – Size 8 ½” x 11”, Peel Stick, Neon Limeade Green, Black Ink one sided flat print,	750 sheets per order	
9	**Warning Notice To Vacate** – Size 8½” x 11, Peel Stick, Neon Yellow, Black Ink one sided flat print,	750 sheets per order	
10	**Ticket Book** – 5 ¼” x 7 ¾” – 4 Part NCR, Paper Color Sequence- White, canary yellow, pink and golden rod, double sided print, black and red ink flat print, number sequence in red ink, 25 sheets per book,	40-booklets/ 25 sheets per bk per order	Starting № **6000** Top Glue Bind
11	**Official Receipt For Constables Fees** – 3 part NCR – Paper Color Sequence White, Canary Yellow, Pink, Black ink, single sided flat print Number Sequence black ink, three (3) Receipts per page, 100 sheets per book, Die cut (tear out receipt)	50 sets per book 2 books	Starting Number **11162** Side Glue Bind

PUBLIC DEFENDER’S OFFICE			
1	**Business Cards - -** 3½” X 2”, Black ink Raised Lettering, w/ Raised Gold Seal and lettering, Single sided print-500 per box, landscape layout	19 boxes of 500	
2	**Letterhead Paper -** 8.5” X 11”, #20 Fine quality White Bond Paper, one sided print, flat print blk, foil gold County seal	Ream of 500	

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3	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat print blk, foil gold County seal with window envelope	8 box of 500	
4	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", White Wove , Standard Envelopes, flat print blk, Gold foil County seal without window	8 box of 500	

JUSTICE OF THE PEACE PRECINCT 1 PLACE 1:			
1	**Magistrate's Warning -** 8½" X 11" Page Size, single sided print, black ink printing 20 lb	1,000 ea pg	
2	**Community Hours Form-** 8½" X 11" Page Size single sided print, black ink printing 20 lb	1,000 ea pg	
3	**Plaintiff's Original Petition Form -** 8½" X 11" Page Size, Single sided print, black ink printing 2 pages 20 lb	1,000 ea pg	
4	**Instructions For Filing Suit Form - -** 8½" X 11" Page Size, Single sided print, black ink printing, 2 pages 20 lb	1,000 ea pg	
5	**Driving Safety Course Request- -** 8½" X 11" Page Size, Single sided print, black ink printing, 1 page form 2nd page – Half page – print 2 times – Die cut on center of page perforated ½ singles	1,000 ea pg	
6	**Application For Emergency Commitment -**8½" X 11" Page Size, Single sided print, black ink printing, 4 page form 20 lb staples in the corner	1,000 ea pg	
7	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat black ink print , 500 sheets per ream 20 lb	1 ream of 500	
8	**Business Cards -** 3½" X 2", Blue and red ink, flat print, w/red watermark Seal and lettering, Single sided print-500 per box, landscape layout	2 boxes of 500	
9	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box, no window, 24 lb	2 boxes of 500	
10	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box, with window 24 lb	3 boxes of 500	
11	**Printed Envelope-** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink. 500 per box 24 lb	3 Boxes of 500	
12	**Certificate Of Vital Record Paper –** Size 8.5"x11" Page Size, single sided print (PLEASE REFER TO SAMPLE) (NUMBERED)	1,000	
13	**Certificate Of Vital Record Paper –** Size - 8½" X 14" Legal Page, single sided print (PLEASE REFER TO SAMPLE) (NUMBERED)	1,000	

DISTRICT ATTORNEY			
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat black ink print gold flat w/Seal and lettering, stamp seal, 500 sheets per ream 25 %cotton	5 boxes of 500	
2	**Manila Folder-** Special die cut end with printing	10,000	
3	**Business Cards -** 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal and lettering, Single sided print-500 per box, landscape layout 80 lb	500 per box	
4	**Worthless Check Affidavit –** 2 part NCR, Paper color sequence white and pink, one sided flat print, black ink only	9000	
5	**Authorization For Medico legal Examination -** 8.5" X 11" Paper size, 3 Part NCR, Paper color sequence-White, Canary Yellow and Pink, Black ink printing, Single sided print	1,000	
6	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box, with window, (Checks Department)	10 boxes of 500	
7	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and gold foil seal 500 per box, with window, (Misdemeanor Department)	20 boxes of 500	

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8	**Envelopes W/Logo -** Size 4 ⅛” x 9 ½”, Standard Envelopes, flat Print, black ink w/ gold ink flat seal 500 per box, no window	8 boxes of 500	
9	**Victim Impact Statement -** 8.5” X 11” Letter size paper, black ink print w/Gold Seal and lettering seal, double sided print 60 lb 2 color front 1 color back	5,000 per year	
10	**Checks Receipt -** 8.5” X 11” Letter size Paper, watermark gray seal and lettering, 2 receipts per page, Perforated	5,000	
11	**Check Writer Flyers -**9.5” X 11” Letter size paper, Canary Yellow Paper w/ white and red lettering on black background, Heavy weight paper, coated 80-110 lb. paper	500	
12	**Misdemeanor Complaints -** 8.5” X 11” Letter size paper,3-part NCR, Black ink printing, continuous feed pink, canary, blue	10,000	
13	**Criminal Manila Folders-** Legal Size, Folder Stock, End tab, ½ Cut Folders w/ black ink print, 1,000 per box… Felony	10 boxes of 1,000	

COUNTY COURT LAW #4 (Judge Fred Garza)			
1	**Letterhead Paper -** 8.5” X 11”, #20 Fine quality Bond Paper one sided print, flat BLUE ink print gold ink stamp seal, 25 %cotton	5000	
2	**Envelopes W/Logo -** Size 4 ⅛” x 9 ½”, Standard Envelopes, flat Print, BLUE ink w/ gold ink seal 500 per box, no window	1000	
3	**Business Cards** – 3 ½” x 2”, BLUE Raised Lettering, with Gold ink Seal, Single sided Print, Portrait Landscape Layout, 500 per box 80 lb	1000	
4	**Certificate of Appreciation –** Gold in BLUE letters 80lb	5000	

COUNTY COURT # 6 (Judge Albert Garcia)			
1	**Letterhead Paper -** 8.5” X 11”, #20 Fine quality Bond Paper one sided print, raised BLUE ink print gold ink stamp seal, 25 %cotton	5000	
2	**Envelopes W/Logo -** Size 4 ⅛” x 9 ½”, Standard Envelopes, raised Print, BLUE ink w/ gold ink seal 500 per box, no window 25 %cotton	1000	
3	**Business Cards** – 3 ½” x 2”, BLUE Raised Lettering, with Gold Ink Seal, Single sided Print, Portrait Landscape Layout, 500 per box 25 %cotton	1000	

COUNTY COURT # 7 (Judge Sergio Valdez)			
1	**Letterhead Paper -** 8.5” X 11”, #20 Fine quality Bond Paper one sided print, Blk/Gold ink Raised Lettering, print gold in foil stamp seal, 25 %cotton	5000	
2	**Envelopes W/Logo -** Size 4 ⅛” x 9 ½”, Standard Envelopes, Blk/Gold ink Raised Lettering,/ gold foil seal 500 per box, no window 25% cotton	1000	
3	**Business Cards** – 3 ½” x 2”, Blk/Gold ink Raised Lettering, with Gold Ink Seal, Single sided Print, Portrait Landscape Layout, 500 per box	1000	

DISTRICT CLERKS			
1	**Business Cards** – 3 ½” x 2”, Brown and Orange Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout	30 boxes 500 per box	1-9 persons/ 1 box
2	**Business Cards** – 3 ½” x 2”, Brown and Orange Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout,	500 per box	1-9 people/1 box per each
3	**Envelopes W/Seal- -** Size 4 ⅛” x 9 ½”, Standard Envelopes, flat Print, Black and Red ink and black ink seal, Light Blue Envelopes, With Window	120 boxes of 500	
4	**Envelopes W/Seal** Size 4” x 8 ¾”, Standard Envelopes, flat Print, black ink and watermark seal, Canary Yellow Envelopes, No Windows	120 boxes of 500	

EXHIBIT‘”A”

Specifications/Requirements
HIDALGO COUNTY
“Printing Services & Related Supplies”
BID NO.: 2015-029-00-00-SMA

S. O. --JAIL DEPARTMENT			
1	**Inmate Request Forms-** 8½” X 11” Page Size, Single sided print, black ink print, 3-Part NCR, All copies white paper, top binding all white snap	30,000 ea	
2	**Bail Bond Fee Refund Forms-** 8½” X 11” Page Size, Single sided print, black ink print, 3-Part NCR, Paper Color Sequence: White, Canary Yellow, Pink, 2-Hole Top Center Punch, With Number sequence in the upper right hand corner, top binding snap	300	

S.O.-LAW ENFORCEMENT			
1	**Administrative Action Form –** Size 8 ½” x 5”, Single sided print, black ink print, 2-Part NCR, Paper color sequence: White, Canary Yellow, top glue	10,000	
2	**Evidence Cards** – 5” X 4¼” Card Stock, White Paper, Single sided print, Black ink **67 lb**	6,000	
3	**Evidence/Inventory Control Report –** Legal Size Paper, 8½” X 14” Page Size, Single sided print, black ink print, 3-Part NCR, Paper Color Sequence: White, Canary Yellow, Pink,	1,000	
4	**Civil And Warrants Writ Of Possession Notice –** Letter Size, 8½” X 11” Card Stock Single sided print, **red** ink print, Label stock	1,000	
5	**Name Placement Card** 10” x 8”- Beige card stock (FFCC66) Ink color dark brown (possibly 663300 or 330000), Score across center of card	500	
6	**Jr. Sheriff Badge Stickers-3”** Roll, black background with Gold Foil Seal	5,000 sticker	
7	**Child ID Card –** 8 ½” X 5½” Manila stock paper, 2 color dark blue (possibly 000033 or 000066) with seal gold/blue color w/double sided tape ½’x 2” back to Back printing, score across center of paper	5,000	
8	**Operation Child Safeguard Flyers –** 8½” X 11” Page Size, 80 lb gloss cover paper 4 color process	5,000	
9	**Recruitment Flyers –** 8½” X 11” Page Size, 80lb gloss print 4 color both sides , tri-fold (score)	5,000	
10	**Latent Fingerprint Index Card**-Size 3”x5”, White, Black ink print, front side print	5,000	
11	**Latent Print Envelope –** 6½” X 3 ½”, White Envelope, Black Ink, One front side print	2,000	
12	**Official Photograph –** 3” X 2½”, White label stock, Black ink, front side print	2,000	
13	**Envelope –** 5 ½” X 3¼”, Manila Envelope, Black ink, front side print	3,000	
14	**Business Cards** –3 ½” x 2” 1 sided gold sheriff’s emblem on the left hand side with black raised letters with room enough for each individual’s name centered fax #, phone # and email address (cream linen)	1 box of 250	
15	**Business Cards** – 3 ½” x 2” 2 sided front and back-Front side gold sheriff’s emblem on the left hand side with black raised letters with room enough for each individual’s name centered fax #, phone # and email address Back side all black letters (cream linen)	1 box of 250	
16	**Citation Books** Size 8 1/2” x 5”, top binding (Perforated) Black ink print and red ink, 4 carbonless paper with each one having it’s only individual printing in the back, (1st white paper with black and red ink, 2nd yellow paper with black and red ink, 3rd pink paper with black and red ink, and 4th paper blue paper with black and red ink. With Sheriff’s logo (Blk) in the middle of each carbonless paper. Wrap around book	25 per book 250 books	
17	**Time Earned/Absence Request Form-** 8½” X 11” Page Size, Single sided print, black ink print, 3-Part NCR, top binding (Perforated) Paper Color Sequence: Blue, Yellow Pink	5,000	
18	**Field Interview Cards** 8½” X 5 1/2” Page Size, double sided print, black ink print, Hidalgo County Sheriff’s emblem on the upper left hand corner. (front) (back) SYNOPSIS: 13 LINES	5,000	
19	**Impound Books–** 8” x 5” sheet top binding (Perforated) with a manila cover 8”, Black Ink, 4 part carbonless sheets 1st is white, 2nd is yellow, 3rd pink, and 4th orange with no printing in the back wrap around book white, yellow , pink, orange	25 per book 100 books	
20	**Maintenance Books–** 9” X 5 ½ ”, 1st White carbonless paper, 2nd yellow paper, Black ink, front print top binding (Perforated)	25 per bk 250 bks	
21	**Offense/Incident Reports-front and back** 8½” X 11” Page Size, White Paper, double sided print, Black ink 20 lb	30,000	

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22	**Offense Reports-Narrative** 8½" X 11" Page Size, White Paper, Single sided print, black ink print 20lb	40,000	
23	**Offense Reports-Property Reporting** 8½" X 11" Page Size, White Paper, single sided print, Black ink 20lb	10,000	
24	**Victim's Bill of Rights Pamphlet** 8 1/2 " x 5 3/4"- white card Ink color black to be folded (3) tri-fold (score) 110 lb	5,000	
25	**Inmate Trust Receipt Book**---7.25 X 11 (4 up manifold Book/Numbered) 3 part carbonless (white, yellow, pink) NOTE 3rd. page without manifold Black 1-side, All parts the same 4 up receipt book, Repeat order sequential number.	50 sets per book 200	
26	**DIC-24 Statutory Warning**--8.5 x 11, 15#cb white, 14.5#cf yellow carbonless paper, black ink 1 side, shrink wrap in 250's	100	
27	**DIC-25 Notice of Suspension** Temp. Driving Permit--8.5 x 11, 15#cb white, 14.5#cf yellow, carbonless paper, black ink 2 sides, shrink wrap in 250's 2 part padded	100	
28	**Motor Pool Service Request**--- 8 ½ x3 ¾ Blk lettering	1000	
29	**Motor Pool Service Request sticker**--- 4" x 2" Blk Lettering roll	1000	
30	**The State of Texas Statement of Elected/ Appointed Officer** ---8.5x11, 20# bond, reflex blue & black ink 1 side, pad in 100's shrink wrap in 500's	300	
31	**Deputation** : 8.5 x 14.24# bond, reflex blue and black ink on 2 sides, shrink wrap in 500's 20lb	300	
32	**Operation Child Safeguard** 17x22" Poster: Full Glossy Color 80lb glossy cover	500	

HEALTH AND HUMAN SERVICES			
1	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue, w/ blue flat print seal 500 per box, plain with no window 24 lb	15 boxes of 500 per box per order	
2	**Letterhead Paper** -- 8.5" X 11", Fine quality bond paper, blue raised lettering w/ gold raised seal, 500 per ream	20 reams of 500	
3	**Receipt Books** - 8.5" X 11" Page Size, 3 receipts per page, 3 part NCR, Paper sequence White, Canary Yellow and Pink, all black ink print, 150 receipts per book, Numbered, (die cut) wrap around	as needed	9 Different Number Sequence
4	**Application For On-Site Sewage Facilities**- 8½" X 11" Page Size, Two Part NCR, Black Ink Printing, Paper Color Sequence: White, Canary Yellow	2,000 per order	
5	**Technical Information For On-Site**-8½" X 11" Page Size, Two Part NCR, black ink printing, Paper color sequence: White, Canary Yellow,	2,000 per order	
6	**Authorization To Construction**-8½" X 11" Page Size, Two Part NCR, Black ink printing, Paper color sequence: White, Canary Yellow	2,000 per order	
7	**Soil Evaluation Report Information** 8½" X 11" Page Size, Blue color ink printing, Double sided print	2,000 per order	
8	**Food Service Inspection Report**8½" X 11" Page Size, Black ink printing, 3 Part NCR, Paper color sequence: White, Canary Yellow and Pink , Double Sided Print, w/multiple gray shading	2,000 per order	Shading/ double sided print
9	**On Site Sewage Inspection Report** - 8½" X 11" Page Size, Three Part NCR, Black ink printing, Paper color sequence: White, Canary Yellow and Pink 20 lb	2,000 per order	
10	**Services Offered Pamphlet –English** - 8½" X 11" Page Size, Coated paper , offset printing, various color images, full color print tri-fold pamphlet, Light blue paper, double sided print 80 lb gloss print	5,000 per order	
11	**Services Offered Pamphlet –Spanish** - 8½" X 11" Page Size, Coated paper , offset printing, various color images, 4 over 4, tri-fold pamphlet, Light blue paper, double sided print full color print 80 lb gloss tex	5,000 per order	
12	**Keep Your Germs To Yourself-English**-8½" X 11" Page Size, Single sided print, green and black ink printing 20 lb bond	1,000 per order	
13	**Contenga Sus Gérmenes-Spanish**-8½" X 11" Page Size, Single sided print, green and black ink printing 20 lb bond	1,000 per order	
14	**Stop The Flu**-8½" X 11" Page Size, Single Sided Print, Black Ink Printing With/Yellow Highlight 20 lb bond	1,000 per order	
15	**ALTO A LA GRIPE** -8½" X 11" Page Size, Single Sided Print, Black Ink Printing With Yellow Highlight 20 lb bond	1,000 per order	

EXHIBIT‘”A”

Specifications/Requirements
HIDALGO COUNTY
“***Printing Services & Related Supplies”***
BID NO.: 2015-029-00-00-SMA

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County’s option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County’s best interest to do so.

4. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

5. 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.

6. 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.

7. Insurance requirements for this project to be maintained through out the contract term **(Refer to limits on the Exhibit “C” for limits).**

8. 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**.**

ADDITIONAL INFORMATION:

1) Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg, Texas 78539. ***TELEPHONE CALLS WILL NOT BE ACCEPTED!***

2) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

3) **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL** e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than **Wednesday, 2015 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via by no later than **Friday, , 2015 by 5:00 p.m.**

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-029-00-00

THIS CONTRACT is made and entered into this ____**D**ay of ____**, 2015** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for **"PRINTING SERVICES AND RELATED SUPPLIES"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of

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this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective_____**, 2015** and ending on _____**, 2015.** Hidalgo County at its sole discretion elect the option to extend the contract for two (2) - one (1) year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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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.

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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
304 W. University Drive
Edinburg, Texas 78539

If to Company: _____
_____
_____

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

17. 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.

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18. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the stated or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this_____ day of _____, 2015.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

COMPANY:_____

By:_____

By: _____
Stephen L. Crain

Title:_____

APPROVED BY COMMISSIONES COURT:_____

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EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

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EXHIBIT “B”
VENDOR’S BID

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Draft Contract

From : Steve Crain <scrain@atlashall.com> Thu, Jan 15, 2015 02:52 PM

Subject : RE: Draft Contract

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

The draft contract is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, January 15, 2015 12:20 PM
To: Steve Crain
Cc: Martha Salazar
Subject: Draft Contract

Mr. Crain;
Attached for your review and approval as to form is a draft service contract to be utilized in a request for bids on "Printing Services And Related Supplies" project that has been assigned to a buyer for the procurement process since the current one is due to expire on April 15, 2015.

Appreciate your assistance.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 785339
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

AI -48625 **Purchasing Department** **23. B. 1.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise with approval of RFB plans and specifications developed by Hidalgo County Planning Department and Mr. Raul Sesin, P.E., for: Hidalgo County Precinct No. 2 -"Equipment and Maintenance Facility -Parking Lot and Access Road"-RFB No. 2015-085-03-25-MSS.

BACKGROUND

Proposed Schedule of Events:

No.	Event	Date
1	Bid Advertisements	03-07-15 & 03-14-15
2	Pre-Bid Conference	03-16-15 @ 3:00 PM
3	**Bid Openings**	**03-25-15 @ 3:00 PM**

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-006-0-540

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

BUDGETARY IMPACT:

PO# 721712 -Advertisement.

Attachments

Specifications

Plans

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/27/2015 01:53 PM
Budget & Management	Debbie Tamez	02/27/2015 02:31 PM
Moises Salazar	Moises Salazar	02/27/2015 02:42 PM
Budget & Management	Veronica Ortiz	02/27/2015 02:43 PM
Glinda Pacheco	Glinda Pacheco	02/27/2015 03:24 PM
Auditor's Office	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Moises Salazar Started On: 02/24/2015 09:55 AM
Final Approval Date: 02/27/2015

FORMS OF SPECIFICATIONS, CONTRACT, BONDS AND BID PROPOSALS

FOR

HIDALGO COUNTY PRECINCT NO. 2
EQUIPMENT AND MAINTENANCE FACILITY – PARKING LOT AND ACCESS ROAD

BID NO.: 2015-085-03-25-MSS

PURPOSE OF PRELIMINARY REVIEW AND COMMENTS UNDER THE AUTHORITY OF RAUL E. SESIN P.E. 86374 ON MARCH 03, 2015. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, AND/OR PERMIT PURPOSES

PREPARED BY:

RAUL E. SESIN, P.E., PROJECT ENGINEER
HIDALGO COUNTY PLANNING DEPARTMENT
1304 S. 25th STREET
EDINBURG, TEXAS 78539

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 2 with sealed bids for: "Equipment and Maintenance Facility – Parking Lot and Access Road."

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of Hidalgo County Planning Department, 1304 S. 25th St., Edinburg, TX 78539 Phone No. **(956) 318-2842.**

PRE-BID CONFERENCE is scheduled for **MARCH 16, 2015 @ 3:00 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No.: 2015-085-03-25-MSS – Hidalgo County Precinct No. 2 – "Equipment and Maintenance Facility – Parking Lot and Access Road"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until 3:00 PM on Wednesday, March 25, 2015 at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 03rd day of March, 2015.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

Hidalgo County Precinct No. 2
Equipment and Maintenance Facility – Parking Lot and Access Road
Bid No.: 2015-085-03-25-MSS

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2) Hidalgo County Legal Notice
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8) Contract
9) Non Collusion
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11) Performance Bond
12) **Exhibit C** -Insurance Requirements
13) General Conditions of the Agreement
14) Title 29 Labor
15) Standard General Condition of Construction Contract
16) Supplemental General Condition
    Exhibit A General Notes
    a. Technical Specifications

17) **Exhibit B**
    a. Debarment
    b. W-9
    c. Bidder/Vendor Application
    d. Conflict of Interest Memo
    e. Conflict of Interest Form
    f. Sales Tax and Local Sales Tax Certificate

18) **Exhibit D Border Wage Rates**
    a. Government code Ch 2258
    b. Prevailing Wage Rate
    c. Davis Bacon

19) **Exhibit E**
    a. Change Order
    b. Payment of Application
    c. Estimate Quantity Update
    d. Schedule of Values
    e. Contract Time Statement
    f. List of Suppliers
    g. Partial Release of Lien
    h. Contractor's Affidavit of Payment of Debts and Claims
    i. Prevailing Wage Rates Certificate Statement
    j. Certificate of Construction Completion
    ~~k.~~ Contractor's Affidavit of Release of Liens
    l. Quantity Work Sheet

20) Geotechnical Report
21) Construction Identification Sign

REQUEST FOR
SEALED BIDS (RFB)

TO SUPPLY HIDALGO COUNTY with sealed bids for the following Construction Project:

Request for Sealed Bids (RFB)	2015-085-03-25-MSS	**-HIDALGO COUNTY PRECINCT NO. 2-** **"Equipment and Maintenance Facility – Parking Lot and Access Road."**

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: **Hidalgo County Planning Department,** Raul Sesin, P.E., 1304 S. 25th St., Edinburg, TX 78539, Ph. (956) 318-2842.

PRE-BID CONFERENCE is scheduled for **Monday, March 16, 2015 at 3:00 P.M.** at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM-2802 S. Business Hwy 281, Edinburg, TX 78539

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $25,000. A Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $100,000.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **3:00 p.m. on Wednesday, March 25, 2015** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the most current federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

Typed-written RFI's shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by March 18, 2015. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 05th day of March, 2014.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT NO. 2

"Equipment and Maintenance Facility – Parking Lot and Access Road

RFB NO: 2015-085-03-25-MSS

Acceptance Date: **March 25, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 2 – EQUIPMENT AND MAINTENANCE FACILITY – PARKING LOT AND ACCESS ROAD"** 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-2015-085-03-25-MSS - HIDALGO COUNTY PRECINCT NO. 2 - EQUIPMENT AND MAINTENANCE FACILITY – PARKING LOT AND ACCESS ROAD."** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, MARCH 25, 2015.**

   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 – 2015-085-03-25-MSS - HIDALGO COUNTY PRECINCT NO. 2 – EQUIPMENT AND MAINTENANCE FACILITY – PARKING LOT AND ACCESS ROAD".

   WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be sent to the office of project engineer: Raul Sesin, P.E., Hidalgo County Planning Department to the attention of, *Nora D Cavazos at nora.cavazos@hchd.org* . Please call 956-318-2840 to confirm receipt RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by March 18, 2015. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a

completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **BID- 2015-085-03-25-MSS - HIDALGO COUNTY PRECINCT NO. 2 -" EQUIPMENT AND MAINTENANCE FACILITY – PARKING LOT AND ACCESS ROAD"** 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:

Carlos Jasso, Accountant IV
Hidalgo County Precinct No. 2
300 W. Hall Acres Rd.
Pharr, Texas 78577
(956) 787-1891

17. Schedule

Pre-Bid Conference,	**3:00 PM**	**March 16, 2015**
Bid Opening,	**3:00 PM**	**March 25, 2015**
Award of Contract		**_____, 2015**
Commence Work or Deliver Products		**_____, 2015**

HIDALGO COUNTY APPROVED HOLIDAYS

2015 YEAR	
New Year's Day	01/01/15
Martin Luther King Day	01/19/15
President's Day	02/16/15
Good Friday	04/03/15
Memorial Day	05/15/15
Independence Day	07/03/15
Labor Day	09/07/15
Columbus Day	10/12/15
Veteran's Day	11/11/15
Thanks Giving Day	11/26/15 and 11/27/15
Christmas Day	12/24/15 and 12/25/15

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 $100,000.

. 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.

- 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.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
. Possess or is able to obtain adequate financial resources as required to perform under the bid;
. Be able to comply with the required or proposed delivery schedule;
. Have a satisfactory record of performance;
. Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which 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.

BIDDERS ACKNOWLEDGEMENT
Bid
for
HIDALGO COUNTY PRECINCT NO. 2

"EQUIPMENT AND MAINTENANCE FACILITY – PARKING LOT AND ACCESS ROAD"
BID NO.: 2015-085-03-25-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Table of Contents 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: _____

(THIS PAGE MUST BE SUBMITTED WITH BID PACKET)

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

_____

_____

_____

_____

_____

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

_____

_____

_____

_____

_____

6. PERFORMANCE OF WORK BY BIDDER: Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this _____ day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # 2 (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until **Wednesday, March 25, 2015 at 3:00 p.m.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # 2.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms and Certification by Bidder and/or contractor, concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the

closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s):
Project Name: **Hidalgo County Precinct No. 2 – Equipment and Maintenance Facility – Parking Lot and Access Road.**
Project Number: **2015-085-03-25-MSS**

Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

6. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

7. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **90** **consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$ 250.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

9. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

10. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing via e-mail to moises.salazar@co.hidalgo.tx.us or via fax to (956) 292-7612 addressed to Martha L. Salazar, Purchasing Agent, 2802 S. Business Hwy. 281, Edinburg, TX 78539 attn: Moises Salazar, Buyer and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

11. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

12. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

14. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

15. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

16. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

17. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

BID TAB
HIDALGO COUNTY PRECINCT No. 2
PROJECT No. 2015-085-03-25-MSS
HIDALGO COUNTY PRECINCT No. 2 EQUIPMENT AND MAINTENANCE FACILITY PARKING LOT & ACCESS ROAD
ESTIMATOR: RAUL E. SESIN PE., CFM DATE:2-26-15

SAMPLE

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	*34.33*	*STA*	*PREPARING ROW*	*THREE HUNDRED* Dollars *FIFTY* Cents	*$300.50*	*$6,271.44*

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
			ACCESS ROAD & HEAVY DUTY EQUIPMENT PARKING AREA			
1	8,987	SY	2.5" HMAC TYPE "D" (LIMESTONE)	Dollars Cents		
2	8,987	SY	PRIME COAT (MC-30) (1798 GAL)	Dollars Cents		
3	9,495	SY	10" COMPACTED CALICHE BASE	Dollars Cents		
4	9,495	SY	PROCESS, PREPARE & STABILIZE (5% LIME) EXISTING SOIL TO ACHIEVE PROPOSED 10" COMPACTED SUB-GRADE	Dollars Cents		
5	196	SY	6" CONCRETE APRON	Dollars Cents		
6	1	LS	TRAFFIC CONTROL	Dollars Cents		
			HEAVY DUTY PARKING AREA			
7	4,501	SY	2.5" HMAC TYPE "D" (LIMESTONE)	Dollars Cents		
8	4,501	SY	PRIME COAT (MC-30) (901 GAL)	Dollars Cents		
9	4,501	SY	EXCAVATE, STOCKPILE, REPLACE & STABILIZE (2% LIME) EXISTING CALICHE TO ACHIEVE PROPOSED 10" COMPACTED CALICHE BASE	Dollars Cents		
10	4,501	SY	PROCESS, PREPARE & STABILIZE (5% LIME) EXISTING SOIL TO ACHIEVE PROPOSED 8" COMPACTED SUB-GRADE	Dollars Cents		
			LIGHT DUTY PARKING AREA			
11	8,714	SY	1.5" HMAC TYPE "D" (LIMESTONE)	Dollars Cents		
12	8,714	SY	PRIME COAT (MC-30) (1743 GAL)	Dollars Cents		
13	8,714	SY	EXCAVATE, STOCKPILE, REPLACE & STABILIZE (2% LIME) EXISTING CALICHE TO ACHIEVE PROPOSED 8" COMPACTED CALICHE BASE	Dollars Cents		
14	8,714	SY	PROCESS, PREPARE & STABILIZE (5% LIME) EXISTING SOIL TO ACHIEVE PROPOSED 6" COMPACTED SUB-GRADE	Dollars Cents		
15	322	LF	5' CONCRETE VALLEY GUTTER	Dollars Cents		
16	439	LF	TYPE "A" CURB & GUTTER	Dollars Cents		
17	227	LF	REMOVE CURB & GUTTER	Dollars Cents		
18	5	EA	15' X 5' CONCRETE SPILLWAY	Dollars Cents		
19	1	EA	15' X 3' CONCRETE SPILLWAY	Dollars Cents		
20	51	LF	18" RUBBER GASKET REINFORCED CONCRETE PIPE	Dollars Cents		
			BASE BID PRICE IN WORDS		**BID IN FIGURES**	
				Dollars Cents	$	

TOTAL BID PRICE IN WORDS (BASE BID)	BID IN FIGURES
Dollars Cents	$

LF - LINEAR FEET
EA- EACH
SY- SQUARE YARD(S)
LS- LUMP SUM

PHONE NUMBER: _____
AUTHORIZED SIGNATURE: _____
PRINTED NAME: _____
TITLE: _____

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid **90** calendar days.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ _____ Dollars (_____) or a Bid Bond in the Sum of _____ _____ Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____	_____
#3	_____	_____	#4	_____	_____

Respectfully submitted,

_____
Name of Firm

By: _____
Signature Date

_____
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

_____
Address

_____

_____
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

HIDALGO COUNTY PRECINCT #2
BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____

_____ as Principal, and _____

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

_____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____

_____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the

_____

_____

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-15-XXX-XX-XX

This Agreement, entered into this_____day of_____, **2015** by and between **Hidalgo County** (hereinafter called the "OWNER," and, _____(a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Hidalgo County Precinct No. 2 "Equipment and Maintenance Facility – Parking Lot and Access Road"

Hereinafter called the project, for the sum of _____**($)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Technical Specifications, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by County of Hidalgo, Raul E. Sesin, P.E., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **90 consecutive calendar days thereafter**. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $**250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in five (5) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON;_____, 2015.

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: _____
_____
Address: _____
_____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2015, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of .....)

County of.....)

_____, being first duly sworn, deposes and says that:

(1) He is _____, of

_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____

(Title)

Subscribed and sworn to before me on this _____

Day of _____

_____

_____

Title

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____,
a (2) _____, hereinafter called
Principal and (3)_____ of
_____, hereinafter called the
Surety, are held and firmly bound unto (4) _____ of
_____, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____
_____, the Owner, dated the _____ day of _____, A.D. 20_____,
a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT 2
EQUIPMENT AND MAINTENACE FACILITY – PARKING LOT AND ACCESS ROAD

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract

(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the –1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56th Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its

obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____. A.D., 20____.

ATTEST:

_____
(Principal) Secretary

Principal_____
By_____

(Seal)

(Address)_____

_____
Witness as to Principal

Telephone Number:_____

_____
(Address)

_____
Surety

ATTEST:

_____
(Surety) Secretary

By_____

(Seal)

(Address)_____

_____
Witness as to Surety

_____
NOTE:If Contractor is partnership all Partners should execute bond

_____
(Address)

Telephone Number:_____

PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Secretary of the corporation named as Principal in the within bond; that _____
_____,who signed the said bond on behalf of the Principal was then _____
of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $ _____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

PERFORMANCE BOND
(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____ _____ OF _____,____ hereinafter called Principal and (3)_____ of _____, State of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ of_____, hereinafter called Owner, in the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____, the Owner, dated the _____ day of _____, A.D. 200_____, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT 2
EQUIPMENT AND MAINTENACE FACILITY – PARKING LOT AND ACCESS ROAD

hereinafter called the "Work").

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract

(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

(Texas Performance Bond) – Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____. A.D.

ATTEST:

Principal_____
By_____

_____
(Principal) Secretary

(Seal)

(Address)_____

_____
Witness as to Principal

Telephone Number:_____

_____
(Address)

ATTEST:

_____
(Surety) Secretary

By_____

(Seal)

(Address)_____

_____
Witness as to Surety

Telephone Number:_____

_____
(Address)

NOTE: If Contractor is a partnership, all partners should execute bond.

PERFORMANCE-PAYMENT BOND FORM

_____

(Individual Principal)

_____

(Address)
Telephone Number:_____

_____

(Business Address)
Telephone Number:_____

_____

(Corporate Principal)

_____

(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____

ATTEST:

_____

_____

(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Secretary of the corporation named as Principal in the within bond; that _____
_____,who signed the said bond on behalf of the Principal was then _____
of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____

(TITLE)
DATE_____

_____

(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $ _____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

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.

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.

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

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	$
					AL AGGREGATE	$
					DUCTS – 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 ☐ CL[illegible] ☐ 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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to County of Hidalgo, Raul E. Sesin, P.E.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be
performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the perfonnance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, INGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. F, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

General Notes

GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY PRECINCT No. 2 AND HIDALGO COUNTY IRRIGATION DISTRICT No. 2.

2. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. BERT WESSLING WITH HIDALGO COUNTY IRRIGATION DISTRICT No. 2 (H.C.I.D. No. 2) @ (956) 787-1422, 48 HOURS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1-800-DIG-TESS).

4. THE CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING ANY EXCAVATION.

5. LOCATIONS OF UNDERGROUND FACILITIES ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE OWNER OR ENGINEER, WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. ANY DEVIATIONS SHALL BE CALLED TO THE ENGINEER'S ATTENTION IMMEDIATELY.

6. UTILITY LINES (WATER, ELECTRICAL, SANITARY AND STORM SEWER) ARE LOCATED WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL NOTIFY MR. ARMANDO POMPA WITH HIDALGO COUNTY PRECINCT No. 2 @ (956) 787-1981 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR SAID UTILITY SPOTTING.

7. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

8. NO OPEN EXCAVATION SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT SHALL BE COVERED. AS A MINIMUM, WITH STEEL PLATING WHEN IN PAVED AND UNPAVED AREAS SUBJECT TO VEHICULAR LOADING; ¾ PLYWOOD, WOOD PLANKING WITH O.S.H.A. ORANGE PLASTIC EXPANDED MESH BARRIER

AROUND PERIMETER IN UNPAVED AREAS NOT SUBJECT TO VEHICULAR LOADING, OR AS APPROVED BY THE ENGINEER.

9. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING UTILITY AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.

10. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UTILITIES ARE SHOWN, CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.

11. PUBLIC AND PRIVATE UTILITY LINES AND CUSTOMER SERVICE LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, MAINTAIN AND PROTECT THE INTEGRITY OF THESE LINES. HAND EXCAVATION MAY BE REQUIRED. THE CONTRACTOR SHALL RESTORE RELOCATED OR DIVERTED UTILITY TO ITS ORIGINAL CONDITION AND LOCATION WHEN APPLICABLE UPON COMPLETION OF CONSTRUCTION. SAID RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

12. THE CONTRACTOR TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHTS-OF-WAY OF THE CITY, COUNTY, OR STATE.

13. WHERE NEW WATER LINES AND SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E., WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES, OR WATER LINES NEXT TO MANHOLES) THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30 TAC 317 (DESIGN OF SEWAGE SYSTEMS) OR 30 TAC 290 (WATER HYGIENE).

14. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS TO ALL HOMES AND BUSINESSES IN WORKING ORDER AT ALL TIMES, EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE FOR CONNECTIONS TO BE REINSTALLED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT. CONTRACTOR IS RESPONSIBLE FOR DAMAGES TO SAID SERVICES.

15. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY SURFACE IRREGULARITIES, AS DIRECTED BY THE ENGINEER, CAUSED BY THE CONTRACTOR'S WORKING OPERATIONS.

16. PAVEMENT SURFACE PREPARATION FOR MARKINGS AND MARKERS WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

17. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE OF PROPOSED FACILITIES AT ALL TIMES DURING CONSTRUCTION.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING THE PARKING AREA TO HAVE POSITIVE FLOW TO THE DRAINAGE SYSTEM.

19. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES, DRAINAGE, UTILITY, IRRIGATION, SITE AND ROAD IMPROVEMENTS. DEWATERING OF THE TRENCH MAY BE REQUIRED DURING THE INSTALLATION OF THE DRAINAGE, UTILITY AND IRRIGATION FACILITIES/STRUCTURES. SAID DEWATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

20. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.

21. THE CONTRACTOR SHALL INSURE A 6 IN. MINIMUM COVER FOR CULVERTS.

General Notes:
Hidalgo County Pct. 2
Equipment and Maintenance Facility
Parking Lot and Road Access

22. THE COUNTY WILL PROVIDE CONTROL POINTS (BENCHMARK AND PROPERTY CORNERS) FOR THE WORK TO BE PERFORMED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING, INCLUDING BUT NOT LIMITED TO HORIZONTAL & VERTICAL GRADE CUTS FOR BASE AND SUB GRADE FOR THE ROAD SECTION SHALL HAVE A MINIMUM CROSS SLOPE OF 3%. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EXCESS CALICHE TO THE BASE THAT WOULD REQUIRE MORE THAN 8" AND 10" OF CALICHE BASE DUE TO OVER EXAGGERATIONS OF THE BASE AND SUB-GRADE OR NOT PROVIDING ADEQUATE FILL TO MEET FINISH GRADE ELEVATIONS. CONTRACTOR SHALL PROVIDE MATERIAL AND LABOR FOR ALL CONCRETE WORK, (SIDE WALK, VALLEY GUTTER, CONCRETE SPILLWAYS, CONCRETE APRONS, AND CURB AND GUTTER).

23. ALL DEBRIS, VEGETATION AND SURPLUS MATERIAL, EXCEPT ROADWAY SECTION, RESULTING FROM DEMOLITION AND/OR CLEARING OF THE RIGHT-OF-WAY AND PROJECT LOCATION, IN PREPARATION OF PROPOSED IMPROVEMENTS, SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO HIDALGO COUNTY PRECINCT No 2. THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE HIDALGO COUNTY PRECINCT No 2. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND CONTRACTOR SHALL REMOVE THE MATERIAL AT OWN COST.

24. THE CONTRACTOR SHALL COORDINATE AN ONSITE MEETING BETWEEN ALL PARTIES INVOLVED, PRIOR TO COMMENCING ANY STRIPING OPERATION. SAID MEETING WILL BE REQUIRED TO REVIEW STRIPING DETAILS AND ANY REQUIREMENTS TO ENSURE QUALITY WORK.

25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LIMITS OF WORK DEFINED IN THE PLANS. COORDINATION WITH HIDALGO COUNTY PRECINCT No. 2 AND THE BUILDING CONTRACTOR SHALL BE REQUIRED PRIOR TO FINALIZING THE WORK AREA WITHIN THE PROJECT LIMITS.

26. HOT MIX ASPHALT CONCRETE (HMAC), UNTREATED CALICHE BASE (NEW CALICHE MATERIAL), LIME TREATED CALICHE BASE, LIME TREATED SUB-

GRADE, ETC. SHALL MEET ALL REQUIREMENTS LISTED IN THE GEOTECHNICAL ENGINEERING REPORT (G.E.R.) PROVIDED.

27. THE LIGHT DUTY AND HEAVY DUTY PARKING AREAS HAVE EXISTING CALICHE MATERIAL THAT SHALL BE EXCAVATED AND STOCKPILED ON THE PROPERTY, SEPARATE FROM THE EXISTING SUB-GRADE, IN ORDER FOR THE SUB-GRADE TO BE PREPARED. AFTER THE SUB-GRADE IS STABILIZED, COMPACTED AND GRADED, THE CALICHE BASE WILL BE REPLACED, STABILIZED COMPACTED AND GRADED. STABILIZATION AND COMPACTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS NOTED IN THE G.E.R. THE SUB-GRADE AND CALICHE BASE MAY NEED TO BE REDISTRIBUTED AND GRADED TO ACHIEVE THE MINIMUM BASE THICKNESS, AS PER THE DETAIL AND G.E.R. REDISTRIBUTION, GRADING AND COMPACTING SHALL BE CONSIDERED SUBSIDIARY TO THE UNIT BID PRICES FOR THE PROCESS, PREPARATION AND STABILIZATION OF THE BASE AND SUB-GRADE.

Technical Specifications

TECHNICAL SPECIFICATIONS

ABBREVIATIONS AND DEFINITIONS ..... SECTION 00101

PRELIMINARY MATTERS ..... SECTION 00102

TESTING LABORATORY SERVICES ..... SECTION 00104

AVAILABILITY OF LANDS, PHYSICAL CONDITIONS & REFERENCE POINTS ..... SECTION 00105

SUSPENSION OF WORK AND TERMINATION ..... SECTION 00106

WORK BY OTHERS ..... SECTION 00107

CONTRACTOR'S RESPONSIBILITIES ..... SECTION 00108

SOILS AND SUBSURFACE INVESTIGATION ..... SECTION 00113

PREPARATION OF RIGHT OF WAY ..... SECTION 02101

CLEARING & GRUBBING ..... SECTION 02102

SUBGRADE PREPARATION ..... SECTION 02210

TRENCH EXCAVATION, BACKFILL & COMPACTION ..... SECTION 02221

EXCAVATION ..... SECTION 02230

REMOVAL OF CONCRETE ..... SECTION 02238

LIME STABILIZATION ..... SECTION 02240

FLEXIBLE BASE ..... SECTION 02601

PRIME COAT ..... SECTION 02610

HOT MIX ASPHALT CONCRETE PAVEMENT ..... SECTION 02612

CONCRETE CURB AND GUTTER AND VALLEY GUTTER ..... SECTION 02660

FLAT WHEEL ROLLING ..... SECTION 02780

PNEUMATIC TIRE ROLLING ..... SECTION 02782

PROOF ROLLING ..... SECTION 02786

CAST IN PLACE CONCRETE ..... SECTION 03300

CONCRETE ADMIXTURES..... SECTION 03320

REINFORCING STEEL..... SECTION 03330

CONSTRUCTION TRAFFIC CONTROL..... SECTION 09100

CONCRETE STRUCTURES.....SECTION ITEM 420

PORTLAND CEMENT CONCRETE .....SECTION ITEM 421

REINFORCED STEEL .....SECTION ITEM 440

REINFORCED CONCRETE PIPE .....SECTION ITEM 464

SECTION 00101

ABBREVIATIONS AND DEFINITIONS

PART 1 - ABBREVIATIONS

1.01 Wherever the following abbreviations or symbols are used, they are to be construed the same as the respective expressions represented:

AASHTO American Association of State Highway and Transportation Officials

AB ..... Aggregate Base
AC ..... Asphalt Concrete
ACB ..... Asphalt Concrete Institute
ACI ..... American Concrete Institute
ACP ..... Asbestos Cement Pipe
ACPA ..... American Concrete Pipe Association
AD ..... Assessment District
AGC ..... Associated General Contractors of America, Inc.
AIEE ..... American Institute of Electrical Engineers
AISC ..... American Institute of Steel Construction
ANSI ..... American National Standards Institute
APWA ..... American Public Work Association
AREA ..... American Railway Engineers Association
ASMI ..... American Society of Mechanical Engineers
ASCE ..... American Society of Civil Engineers
Asph ..... Asphalt
ASTM ..... American Society for Testing and Materials
AWG ..... American Wire Gage (Nonferrous Wire)
AWPA ..... American Wood Preservers Association
AWPI ..... American Wood Preservers Institute
AWS ..... American Welding Society
AWWA ..... American Water Works Association
BC ..... Beginning of Curb or Back of Curb
BCR ..... Beginning of Curve Return or Back of Curb Radius
BM ..... Bench Mark
BWG ..... Birmingham Wire Gage (Iron and Steel Wire)
CB ..... Catch Basin
C.C. or C/C ..... Center to Center
Cem. ..... Cement
CF ..... Curb Face
CI ..... Cast Iron
CIP ..... Cast-Iron Pipe
CIPP ..... Cast-in- Place Pipe
C.L. or CL ..... Center Line
CMP ..... Corrugated Metal Pipe
CMPA ..... Corrugated Metal Pipe Arch
CO ..... Clean Out
Col ..... Column

Conc.....Concrete
Const.....Construct
DF .....Douglas Fir
DG.....Decomposed Granite
DMH.....Drop Manhole
D/W.....Driveway
EC .....End of Curve
EL. or Elev.....Elevation
Ex. or Exist. .....Existing
F & C.....Frame and Cover
FH .....Fire Hydrant
FL.....Flow Line
Fl. El.....Floor Elevation
FS .....Federal Specification of Finished Surface
FHWA .....Federal Highway Administration, Department of Transportation
Galv.....Galvanized
GL .....Ground Line
Gr. .....Grade
H .....Height or High
HC.....House Connection Sewer
Hor .....Horizontal
ID .....Inside Diameter
Inv. .....Invert
IP.....Iron Pipe
ITE .....Institute of Transportation Engineers
Lin. .....Liner
LL.....Liquid Limit
Long .....Longitudinal
Max. .....Maximum
MH .....Manhole
M.....Thousand
m.....meter or middle
Min. .....Minutes or Minimum
Mon. .....Monolithic or Monument
MTD .....Multiple Tile Duct
NEC .....National Electrical Code
NEMA.....National Electrical Manufacturers Association
NFPA .....National Fire Protection Association
NGS .....National Geodetic Survey
OC.....On Center
OD.....Outside Diameter
PC .....Point of Curvature
PCC .....Point of Compound Curve or Portland Cement Concrete
PI.....Point of Intersection or Plasticity Index
PL.....Property Line or Plastic Limit
PP .....Power Pole
ppm.....Parts per Million
PRC .....Point of Reverse Curve
Prop .....Proposed or Property
psf .....Point of Tangency

psi ..... Pavement
PT ..... Polyvinylchloride Pipe
Q ..... Rate of Flow
R ..... Radius
RC ..... Reinforced Concrete
RCP ..... Reinforced Concrete Pipe
Rdwy ..... Roadway
Ret.Wall ..... Retaining Wall
RGRCP ..... Rubber Gasket-Reinforced Concrete Pipe
s. ..... Slope
SAE ..... Society of Automotive Engineer
San. ..... Sanitary
SCCP ..... Steel Cylinder Concrete Pipe
SD ..... Storm Drain
Sdl ..... Saddle
Sect. ..... Section
Spec. ..... Specification
San. S ..... Sanitary Sewer
St. ..... Street
Sta. ..... Station
Std. ..... Standard
T ..... Tangent Distance
TH ..... Test Hole
THM ..... Trap Manhole
UL ..... Underwriters' Laboratories, Inc.
USA ..... United States of America Standards Institute, Inc.
V ..... Velocity
VC ..... Vertical Curve
VCP ..... Vitrified Clay Pipe
VCPI ..... Vertical Curve Point of Intersection
Vert. ..... Vertical
W.I. ..... Wrought Iron

1.02 All abbreviations and symbols used on plans for structural steel construction shall conform to those given in the Steel Construction Manual of the American Institute of Steel Construction.

PART 2 - DEFINITIONS

2.01 Agreement-- The written agreement which constitutes a contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement.

2.02 Application for Payment-- The form furnished by ENGINEER which is to be used by CONTRACTOR in requesting progress payments and which is to include the schedule of values required by paragraph 14.1 and an affidavit of CONTRACTOR that progress payments theretofore received on account of the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment.

2.03 Bid-- The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

2.04 Bidder-- Any person, firm, or corporation submitting a Bid for the Work.

2.05 Bonds-- bid, performance, and payment bonds and other instruments of security, furnished by CONTRACTOR and his surety in accordance with the Contract Documents.

2.06 Change Order-- A written order to CONTRACTOR signed by COUNTY authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

2.07 CITY -- A public body or authority or the contracting agency for whom the work is to be performed.

2.08 Contract Documents-- The Agreement, Addenda (whether issued prior to the opening of Bids of the execution of the Agreement), Instructions to Bidders, CONTRACTOR's Bid, the Bonds, the Certificate of Insurance, the Notice of Award, Notice to Proceed, these COUNTY of McAllen Standard Specifications, Plans and Drawings, and all Modifications.

2.09 Contract Price-- The total monies payable to CONTRACTOR under the Contract Documents.

2.10 Contract Time-- The number of days stated in the Agreement for the completion of the Work, computed of the Work, computed as provided in paragraph 17.2.

2.11 Contracting Agency-- (See COUNTY)

2.12 CONTRACTOR-- The person, firm, or corporation with whom OWNER has executed the Agreement.

2.13 Day-- A calendar day of twenty-four hours measured from midnight to the next midnight.

2.14 Drawings or Plans-- The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

2.15 ENGINEER-- The OWNER'S employee or agent responsible for the engineering design and construction inspection and supervision, acting directly or through duly authorized representatives.

2.16 Field Order-- A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or order minor changes in the Work in accordance with paragraph 10.2.

2.17 General Conditions -- Conditions which apply to all projects and which can be modified by Special conditions.

2.18 General Provisions-- A term having the same meaning as the term General Conditions.

2.19 Modification-- (a) A written amendment to the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by ENGINEER in accordance with paragraph 9.3, or (d) a written order for a minor change or alteration in the Work issued by ENGINEER pursuant to paragraph 10.2. A Modification may only be issued after execution of the Agreement.

2.20 Notice of Award-- The written notice by OWNER to the apparent successful Bidder stating that, upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

2.21 Notice to Proceed-- A written notice given by COUNTY to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

2.22 Project-- The entire construction to be performed as provided in the Contract Documents.

2.23 Reference Specifications, Test Methods, and Applicable Codes-- All standard specifications and test methods of any society, association, or organization herein referred to are hereby made a part of these Contract Documents the same as if written in full. (Any reference to a paragraph or subparagraph within a section shall include all general provisions of the section to which reference is made.) Reference to such standards refer to the latest publiqhed issues as of the date of publication issues as of the date of Invitation to Bid. Reference to local or state codes and laws shall mean the latest adopted and published codes as of the date of the Invitation to Bid.

2.24 Resident Project Representative-- The authorized representative of ENGINEER who is assigned to the Project site or any part thereof.

2.25 Service Connections-- Service Connections shall be construed to mean all or any portion of the pipe, conduit, cable, or duct which connects a utility main or distribution line to a building, home, residence, or property.

2.26 Shop Drawings-- All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the Work.

2.27 Special Conditions-- Conditions which are written for a specific project and which modify any section or paragraph of the General Conditions.

2.28 Specifications, also Technical Specifications-- Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work. When Section Items 400, 402, 403, 420, 421, 440, 462, 464 make reference to the following Item numbers 132, 360, 404, 420, 424, 426, 427, 431, 437, 438, 441, 446, 448, 50, 522, 524, 526, 575, the CONTRACTOR shall use Texas Department of Transportation (TxDOT) Standard Specifications for Construction of Highways, Streets and Bridges Latest Edition for Specifications of the aforementioned Item Numbers.

2.29 Subcontractor-- An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

2.30 Substantial Completion-- The date as certified by ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with paragraph 14.13.

2.31 Supplementary Specifications-- which are written to modify any section or paragraph of the Technical Specifications of this document.

2.32 Utility--Overhead or underground wires, pipe lines, conduits, ducts, or structures, operated and maintained in or across a public right-of-way or easement or private easement.

A. Public Utility--Owned and operated by a municipality or another political subdivision of the State.

B. Private Utility--Owned and operated by a private company or corporation.

2.33 Work-- Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

*** * * END OF SECTION * * ***

SECTION 00102

PRELIMINARY MATTERS

PART 1 - EXECUTION OF AGREEMENT:

1.01 At least four (4) counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to COUNTY within fifteen days of the Notice of Award; and COUNTY will execute and deliver one counterpart to CONTRACTOR within ten days of receipt of the executed Agreement from CONTRACTOR. COUNTY will identify those portions of the Contract Documents not so signed and such identification will be biding on all parties. COUNTY, CONTRACTOR, and Project ENGINEER shall receive and executed counterpart of the Contract Documents and additional conformed copies as required.

PART 2 - DELIVERY OF BONDS

2.01 When he delivers the executed Agreements to COUNTY, CONTRACTOR shall also deliver to OWNER such Bonds as he may be required to furnish in accordance with the contract documents.

PART 3 - CONTRACT DOCUMENTS

3.01 COUNTY shall furnish to CONTRACTOR up to three (3) copies, unless otherwise provided in the Special Conditions, of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished upon request at the cost of reproduction.

PART 4 - CONTRACTOR'S ACKNOWLEDGMENT

4.01 CONTRACTOR represents that he has familiarized himself with and assumes full responsibility for having familiarized himself with the nature and extent of the CONTRACT DOCUMENTS, Work, locality, and will all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the Work and represents that he has correlated his study and observations with the requirement of the Contract Documents.

4.02 CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

PART 5 - COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

5.01 The Contract Time will commence to run on the thirteenth day after the day on which the executed Agreement is delivered by COUNTY to CONTRACTOR or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later that the nineteenth day after the day on which COUNTY delivers the executed Agreement to CONTRACTOR. A Notice to Proceed may be given at any time within thirty days after the day on which COUNTY delivers the executed Agreement to CONTRACTOR.

PART 6 - PRE-COMMENCEMENT ACTIVITIES

6.01 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract documents and check and verify pertinent figures shows thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to ENGINEER for his failure to discover any conflict, error, or discrepancy in the Drawings of Specifications.

6.02 Within ten days after delivery of the executed Agreement by COUNTY to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a preliminary schedule of Shop Drawing submissions.

6.03 Before starting the work at the site, CONTRACTOR shall furnish ENGINEER certificates of insurance as required in the Contract Documents. Within twenty days after delivery of the executed Agreement by COUNTY to CONTRACTOR, but before starting the Work at the site, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be ENGINEER, Project Engineer, Project Inspector, CONTRACTOR and his Superintendent.

PART 7 - COMMENCEMENT

7.01 CONTRACTOR shall tart to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract time commences to run.

*** * * END OF SECTION * * ***

SECTION 00104

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 The Contractor shall be responsible for providing materials which meet the requirements indicated. For manufactured materials such as reinforcing steel, expansion joint materials, concrete pipe, cement, miscellaneous steel, cast iron materials, etc., the CONTRACTOR will be required to furnish a manufacturer's certificate that the material meets the requirements specified for this project.

1.02 The COUNTY shall monitor all materials incorporated into the project and their placement by testing at the COUNTY's expense. The COUNTY does not guarantee the accuracy or validity of the data nor does the COUNTY assume any responsibility for the CONTRACTOR'S interpretation of the data. Materials or work which do not meet the specifications shall be removed or modified.

1.03 All retesting for work rejected on the basis of the initial test results will be at the expense of the CONTRACTOR and the extent of the retesting shall be determined by the ENGINEER. The ENGINEER may require additional testing for failing tests and may require two passing retests acceptance will be made by the COUNTY.

1.04 The testing laboratory will be designated by the ENGINEER and shall perform all work in a professional manner and conform to the requirement of ASTM E 329.

1.05 Inspection, sampling and testing requirements, where applicable, are set forth in, but not necessarily limited to, the following Sections:

Section XXX Earthwork - Excavating, Backfilling and Compacting:

	Compaction Control and Testing.
Section	Sub-grade and Base Construction.
Section	Street Surface Courses.
Section	Concrete and Structures.
Section	Underground Piped Utilities.
Section	Incidental Construction.
Section	Soil Treatment, Termite Control.
Section	Pile Driving, Load Tests.
Section	Metal Fastening: Welding and Bolting.
Section	Structural Metal Framing.

PART 2 - LABORATORY DUTIES AND LIMITS OF AUTHORITY

2.01 Cooperate with ENGINEER and CONTRACTOR: provide qualified personnel as required promptly on notice.

2.02 Acquaint ENGINEER'S personnel with testing procedures and with all special conditions encountered at the site.

2.03 Perform specified inspections sampling and testing of materials and construction methods:

A. Comply with specified standards, ASTM and other recognized authorities.
B. Ascertain compliance with contract requirements.

2.04 Promptly notify the ENGINEER of irregularities or deficiencies of work which are observed during performance of services.

2.05 Promptly submit 3 copies of reports of observations and tests to the ENGINEER including but not limited to:

2.06 Perform additional services ordered by the ENGINEER.

2.07 Laboratory is not authorized to:
A. Release, revoke, alter or enlarge on contract requirements.
B. Approve or accept any portion of work.
C. Perform any duties of the CONTRACTOR.

PART 3 - CONTRACTOR'S RESPONSIBILITIES

3.01 Furnish product mix design together with the applicable design work sheets and data to meet or exceed contract requirements.

3.02 Cooperate with COUNTY's laboratory personnel, provide access to the work or to the manufacturer's operations.

3.03 Provide to laboratory preliminary representative samples of materials to be tested in specified quantities.

3.04 Furnish copies of mill test reports.

3.05 Furnish verification of compliance with contract requirements for materials and equipment.

3.06 Furnish casual labor and facilities:
A. To provide access to work to be tested.
B. To obtain and handle samples at site.
C. To facilitate inspections and tests.
D. For laboratory's exclusive use for storage and curing of test samples.

3.07 Notify ENGINEER 24 hours in advance of operations to allow for the assignment of personnel.

3.08 Notify laboratory 24 hours in advance of operations to allow for the assignment of personnel.

3.09 Correct work which is defective or which fails to conform to the Contract Documents. Corrective work shall not delay the project or the work of other CONTRACTORS.

3.10 Pay all costs of retesting when test results indicate non-compliance with contract requirements.

3.11 Patch all surfaces and areas disturbed by testing operation.

*** * * END OF SECTION * * ***

SECTION 00105

AVAILABILITY OF LAND, PHYSICAL CONDITIONS AND REFERENCE POINTS

PART 1 - AVAILABILITY OF LANDS

1.01 COUNTY shall furnish, as indicated in the Contract Documents and not later than the date when needed by CONTRACTOR, the lands upon which the Work is done, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR.

1.02 Easement for permanent structures or permanent changes in existing facilities will be obtained and paid for by COUNTY, unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in COUNTY's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore in the Contract Documents.

1.03 CONTRACTOR shall provide for all additional lands and access thereto may be required for temporary construction facilities or storage of materials and equipment.

PART 2 - PHYSICAL CONDITIONS; SURVEYS AND REPORTS

2.01 The COUNTY will, upon request, furnish to the CONTRACTOR copies of all boundary surveys, subsurface tests, and other pertinent reports and material which are available in ENGINEER'S office.

2.02 CONTRACTOR shall promptly notify ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents.

2.03 ENGINEER will promptly investigate those conditions and perform further surveys or subsurface tests deemed necessary. Promptly thereafter OWNER shall obtain the necessary additional surveys and tests and furnish copies to ENGINEER and CONTRACTOR.

2.04 If ENGINEER finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

PART 3 - REFERENCE POINTS

3.01 ENGINEER shall provide engineering surveys for construction to establish reference points which, in his judgment, are necessary to enable CONTRACTOR to proceed with the Work.

3.02 CONTRACTOR shall be responsible for surveying and laying out the Work (unless otherwise provided in the Special Conditions) and shall protect and preserve the established reference point and shall make no changes or relocations without the prior written approval of ENGINEER. He shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

3.03 CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed or moved.

*** * * END OF SECTION * * ***

SECTION 00106

SUSPENSION OF WORK AND TERMINATION

PART 1 - COUNTY SUSPENSION OF WORK

1.01 ENGINEER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR which shall fix the date on which work shall be resumed.

1.02 CONTRACTOR shall resume the work on the date so fixed.

1.03 CONTRACTOR will be allowed an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in Section 107 and the contract documents.

PART 2 - COUNTY TERMINATION OF WORK

2.01 If CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if he disregards the authority of ENGINEER, or if he otherwise violates any provision of the contract Documents, then ENGINEER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven day's written notice, terminate the services of CONTRACTOR and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR and finish the work by whatever method he may deem expedient.

2.02 In such case CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional service, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to COUNTY.

2.03 Such costs incurred by COUNTY shall be determined by ENGINEER and in corporate in a Change Order.

2.04 Where CONTRACTOR's services have been so terminated by ENGINEER, said terminations shall not affect any rights of COUNTY against CONTRACTOR then existing or which may thereafter accrue.

2.05 Any retention or payment of monies by COUNTY due CONTRACTOR will not release CONTRACTOR for liability.

2.06 Upon seven days written notice to CONTRACTOR, COUNTY may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, CONTRACTOR shall be paid for all work executed and any expense sustained plus a reasonable profit.

PART 3 - CONTRACTOR SUSPENSION OR TERMINATION OF WORK:

3.01 If, through no act or fault of CONTRACTOR, the work is suspended for a period of more than ninety days by COUNTY or under an order of court or other public authority, or ENGINEER fails to act on any application for payment within thirty days after it is submitted, or COUNTY fails to pay CONTRACTOR any sum approved by ENGINEER or awarded by arbitrators within thirty days written notice to ENGINEER, terminate the agreement and recover from COUNTY payment for all work executed and any expense sustained plus a reasonable profit.

3.02 In addition and in lieu of terminating the agreement, if ENGINEER has failed to act on an application for payment or COUNTY has failed to make any payment as a foresaid, CONTRACTOR may, upon seven days' notice to ENGINEER, stop the work until he has paid all amounts then due.

*** * * END OF SECTION * * ***

SECTION 00107

WORK BY OTHERS

PART 1 - GENERAL

1.01 COUNTY may perform additional work related to the Project by itself, or it may let other direct contracts therefore which shall contain General Conditions similar to these. CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or COUNTY, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

1.02 If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or COUNTY,) CONTRACTOR shall inspect and promptly report to ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

1.03 CONTRACTOR shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work with the written consent of ENGINEER and of the other contractors whose work will be affected.

1.04 If the performance of additional work by other contractors of COUNTY is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by COUNTY or others involves him an additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore.

1.05 Work by the CONTRACTOR and work by others should be coordinated and expedited by the COUNTY of his representative to prevent time delays and additional cost to the CONTRACTORS. Any extension of time and/or additional costs caused by other contractors or utility service companies may be claimed.

*** * * END OF SECTION * * ***

SECTION 00108

CONTRACTOR'S RESPONSIBILITIES

PART 1 - SUPERVISION AND SUPERINTENDENCE

1.01 CONTRACTOR shall supervise and direct the work efficiently and with is best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction; but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method,technique,sequence, or procedure of construction which is indicated in and required by the contract documents. CONTRACTOR shall be responsible to see that the finished work complies accurately with the contract documents.

1.02 CONTRACTOR shall keep on the work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the ENGINEER (Written Notice Only, Not Consent) except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

PART 2 - LABOR, MATERIALS AND EQUIPMENT

2.01 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the contract documents. He shall at all times maintain good discipline and order at the site.

2.02 CONTRACTOR shall furnish all material, equipment, labor, transportation,construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

2.03 All materials and equipment shall be new, except as otherwise provided in the contract documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.04 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except asotherwise provided in the contract documents.

PART 3 - SUBCONTRACTORS

3.01 If the specifications, laws, ordinances, or applicable rules or regulations permit CONTRACTOR to furnish or use a substitute that is equal to any material or equipment specified, and if CONTRACTOR wishes to furnish or use a proposed substitute, he shall make written application to ENGINEER for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to the specified, and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use

in connection with the project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of ENGINEER, who will be the judge of equality and may require CONTRACTOR to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as ENGINEER may require which shall be furnished at CONTRACTOR's expense.

PART 4 - SUBCONTRACTORS

4.01 CONTRACTOR shall not employ and subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom COUNTY or ENGINEER may have reasonable objection. A subcontractor or other person or organization identified in writing to COUNTY and ENGINEER by CONTRACTOR prior to the notice of award and not objected to in writing by COUNTY or ENGINEER prior to the Notice of Award will be deemed acceptable to COUNTY and ENGINEER. Acceptance of any subcontractor, other person, or organization by COUNTY or ENGINEER shall not constitute a waiver of any right of COUNTY or ENGINEER to reject defective work or work not in conformance with the contract documents.

4.02 If COUNTY or ENGINEER, after due investigation, have reasonable objection to any subcontractor,other person, or organization proposed by CONTRACTOR after the notice of award, CONTRACTOR shall submit an acceptable substitute and the contract price shall be increased or decreased by the difference in cost occasioned by such substitution and on appropriate change order shall be issued. CONTRACTOR shall not be required to employ any subcontractor, other person, or organization against whom he has reasonable objection. CONTRACTOR shall not, without the consent of COUNTY and ENGINEER, make any substitution for any subcontractor, other person, organization who has been accepted by COUNTY and ENGINEER unless ENGINEER determines that there is good cause for doing so.

4.03 CONTRACTOR shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the contract documents shall create any contractual relationship between COUNTY or ENGINEER and any subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of COUNTY or ENGINEER to pay or to see to the payment of any monies due any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific work done in accordance with the schedule of values.

4.04 The sections of the specifications and the identifications of any drawings shall not control CONTRACTOR in dividing the work among subcontractors or delineating the work to be performed by any specific trade.

4.05 CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the contract documents for the benefit of COUNTY.

PART 5 - PATENT FEES AND ROYALTIES

5.01 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to

the use in the performance of the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the contract documents for use in the performance of two work and if, to the actual knowledge of COUNTY or ENGINEER, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by COUNTY in the contract documents.

5.02 CONTRACTOR shall indemnify and hold harmless COUNTY and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the contract documents and shall defend all such claims in connection with any alleged infringement of such rights.

PART 6 - PERMITS

6.01 CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of his bid. COUNTY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACT, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

PART 7 - LAWS, REGULATIONS AND ORDINANCE

7.01 Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If CONTRACTOR observes that the specifications or drawings are at variance-therewith, he shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If CONTRACTOR performs any work knowing it to be contrary to such law, ordinances, rules, and regulations and without such notice to ENGINEER, he shall bear all costs arising there from; however, it shall not be is primary responsibility to make certain that the specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

PART 8 - TAXES

8.01 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by him in accordance with the laws and ordinances.

PART 9 - USE OF PREMISES

9.01 CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the contract documents and shall not unreasonably encumber the premises with materials or equipment.

9.02 CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the work to stresses or pressures that will endanger it.

PART 10 - RECORD DRAWINGS

10.01 CONTRACTOR shall keep one record copy of all specifications, drawings, addenda, modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER and shall be delivered to him for COUNTY upon completion of the project.

PART 11 - SAFETY AND PROTECTION

11.01 CONTRACTOR shall be responsible for initiating maintaining, and supervising all safety precautions and programs in connection with work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons who may be affected thereby:

B. All the work and materials or equipment to be incorporated there-in whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.02 The CONTRACTOR shall conduct his operations in a manner which will minimize interference with the normal use of property adjacent to the construction work and shall give owners of such property at least 24 hours notice of the commencement of work in the area abutting their property. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities at least 48 hours in advance when prospection of the work may effect them. All damage, injury, or loss to any property referred to above caused, directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR, except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of CONTRACTOR.

11.03 CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and ENGINEER has issued a notice to CONTRACTOR that work is acceptable.

11.04 CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.

PART 12 - EMERGENCIES

12.01 In emergencies affecting the safety of persons or the work or property at the site or

adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby; and a change order shall thereupon be issued covering the changes and deviations involved.

12.02 If CONTRACTOR believes that additional work done by him in any emergency which arose from causes beyond his control entitles him to an increase in the contract price or an extension of the contract time, he may make a claim there for.

PART 13 - SHOP DRAWINGS AND SAMPLES

13.01 After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for approval, in accordance with the accepted schedule of shop drawing submissions, five copies (or, to ENGINEER's option, one reproducible copy) of all shop drawings which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The date shown on the shop drawing will be complete with respect to dimensions, design criteria, materials of construction, and the like to enable ENGINEER to review the information as required.

13.02 CONTRACTOR shall also submit to ENGINEER for approval, with such promptness as to cause no delay in work, all samples required by the contract documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended.

13.03 At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the shop drawings or sample may have from the requirements of the contract documents.

13.04 ENGINEER will review and approve with reasonable promptness shop drawings and samples, but his review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of shop drawings and resubmit new samples until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called by the ENGINEER on previous submissions. CONTRACTOR's stamp of approval on any shop drawing or sample shall constitute a representation to ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so and that he has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.

13.05 Where a shop drawing or sample submission is required by the specifications, no related work shall be commenced until the submission has been approved by ENGINEER. A copy of each approved shop drawing and each approved sample shall be kept in a good order by CONTRACTOR at the site and shall be available to ENGINEER.

13.06 ENGINEER approval of shop drawings or samples shall not relieve CONTRACTOR from

his responsibility for any deviations from the requirements of the contract documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written approval to the specific deviation, nor shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the shop drawings.

PART 14- CLEANING

14.01 CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and debris from and about the premises, as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to their original condition those portions of the site not designated for alterations by the contract documents, unless the completion of the work is directly affected by the item in dispute.

PART 15 - INDEMNIFICATION

15.01 CONTRACTOR shall indemnify and hold harmless COUNTY and ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work by the CONTRACTOR, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there-from and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

15.02 In any and all claims against COUNTY or ENGINEER or any of their agents or employees by copy any employees of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 15.01 shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

15.03 The obligations of CONTRACTOR under paragraph 15.01 shall not extend to the liability of ENGINEER, his agents, or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys change orders, designs, or specifications or (b) the giving of or giving or failure to give is the primary cause of injury or damage.

*** * * END OF SECTION * * ***

SECTION 00113

SOILS AND SUBSURFACE INVESTIGATION

PART 1 - GENERAL

1.01 Depending on the project requirements, the ENGINEER may have obtained geotechnical information, which may include subsurface date, logs of soil borings and recommendations from geotechnical consultants.

1.02 Any information obtained is solely for use by the ENGINEER in the design of the project and are not part of the contract. If soil borings have been prepared they will be included in the section or on the plans.

1.03 Any geotechnical information included is for information only. The COUNTY and the ENGINEER do not guarantee the accuracy or validity of the data, nor do they assume any responsibility for the CONTRACTOR'S interpretation or conclusions drawn from the data.

1.04 The CONTRACTOR may, at his option, perform additional subsurface investigations at his own expense.

*****END OF SECTION*****

SECTION 02101

PREPARATION OF RIGHT-OF-WAY

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Removal and disposal of all obstructions from the right-of-way and from designated easements, as noted in the plans.

B. Obstructions shall include:

1. Remains of houses not completely removed by others.
2. Concrete, foundations, floorslabs curb and gutter, driveways, and sidewalk.
3. Building materials such as brick, lumber and plaster.
4. Water wells, septic tanks, manholes, inlets , utility pipes and conduits.
5. Underground service station tanks, equipment or other foundations.
6. Fencing and retaining walls.
7. Paved parking areas.
8. Abandoned railroad tracks, ties, and scrap iron.
9. Ancillary structures such as shacks and outhouses.
10. Trees, stumps, bushes, shrubs, roots, limbs and logs.
11. All rubbish and debris whether above or below ground.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Provide materials required to perform work as specified.

PART 3 - EXECUTION

3.01 GENERAL

A. Clear entire project right-of-way and such other areas, including public or corporate lands, specified in the plans of all structures and obstructions.

B. Trim carefully all trees and shrubs designated for preservation and protect from scarring or other injuries during construction operation.

C. Removal of all foundations and underground obstructions, unless otherwise specified, shall be removed to the following depths:

1. In embankment areas, two (2) feet below natural ground.
2. In excavation areas, two (2) feet below the lower elevation of excavation.
3. In all other areas, one (1) foot below natural grade.

D. Backfill all holes, as directed by the ENGINEER, resulting from all removals.

E. Complete the preparation of right-of-way such that prepared right-of-way is free of holes, ditches and other abrupt changes in elevations and irregularities to contours.

F. Plug the remaining ends of all abandoned storm sewers, culverts, sanitary sewers, conduits and utility pipes with concrete, as specified by the ENGINEER, to form a tight closure.

G. On existing concrete where only a portion is to be removed, care shall be exercised to avoid damage to remaining concrete. Where concrete reinforcement is encountered in removed portions, a minimum of one (1) foot of such reinforcement shall be cleaned of old concrete and left in place to tie into new construction. Concrete to be preserved, but subsequently destroyed by the CONTRACTOR'S operations, shall be replaced by the CONTRACTOR'S operations, shall be replaced by the CONTRACTOR at his expense in accordance with County Specifications, or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 PREPARATION OF RIGHT-OF-WAY

A. Preparation of right-of-way shall be measured on a lump-sum basis with measurement for payment made only on areas indicated and classified on the plans as preparation of right-of-way.

B. When not listed as a separate contract pay item, preparation of right-of-way shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*****END OF SECTION*****

SECTION 02102

CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Clearing and grubbing on project site of trees, stumps, brush, roots, vegetation, logs, rubbish and other objectionable matter within limits described in specifications or as shown on plans.

B. Clearing and grubbing shall be in advance of grading operation except that in cuts over 3 feet in depth, grubbing may be done simultaneously with excavation, provided objectionable matter is removed as specified.

C. Disposal of all debris resulting from clearing and grubbing work.

1.02 PROTECTION OF ADJACENT WORK:

A. Protect all areas outside indicated construction areas.

B. Protect existing improvements, adjacent property, utilities and other facilities, and trees and plants not to be removed from injury or damage.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Provide materials required to perform work as specified.

PART 3 - EXECUTION

3.01 CLEARING:

A. Clear all areas covered by dikes, roads, structures and embankments within project limits unless otherwise shown in plans.

B. Remove all saplings, brush, down-timber and debris unless shown or directed otherwise.

C. Use tree wound paint to treat scars, gashes or limb stubs on trees not removed.

3.02 GRUBBING:

A. Trees, stumps, root systems, rocks and other obstructions shall be removed to the depths shown when they fall within the construction templates for the following items:

1.	Footings	18" below bottom of footing
2.	Sidewalks (or other types of walks)	12" below bottom of walk
3.	Roadways or Streets	18" below bottom of sub-grade
4.	Parking Areas	18" below bottom of sub-grade
5.	Grassed Areas	18" below top soil
6.	Fills	24" below bottom of fill

B. Blasting not permitted.

3.03 REMOVAL OF DEBRIS AND CLEANUP:

A. Burn as permitted by regulating agencies or the ENGINEER as work progresses.

B. Unguarded fires will not be permitted.

C. Permits will be obtained, where required, for necessary burning or disposal sites.

D. Dispose of all waste materials not burned by removal from site.

E. Materials cleared and grubbed shall be the property of the CONTRACTOR and shall be his responsibility for disposal.

PART 4 - MEASUREMENT AND PAYMENT

4.01 CLEARING AND GRUBBING:

A. Clearing and Grubbing shall be measured for payment either in acres or by lump sum only for areas indicated on the plans, or as provided in the proposal and contract.

B. When not listed as a separate contract pay item, Clearing and Grubbing shall be considered as incidental work, and the cost thereof shall be included in such contract pay items as are provided in the proposal contract.

C. Compensation, whether by contract pay items or incidental work will be furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * *END OF SECTION * * ***

SECTION 02210

SUBGRADE PREPARATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of scarifying, blading and rolling the sub-grade to obtain a uniform texture and provide as nearly as practical a uniform density for the 6-inches of the sub-grade.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. All preparing of the right-of-way and/or clearing and grubbing shall be complete before starting the sub-grade preparation.

B. The sub-grade shall be scarified and shaped in conformity with the typical sections and the lines and grades indicated or as established by the ENGINEER by the removal of existing material or addition of approved material.

C. All unsuitable material shall be removed and replaced with approved material.

D. All foundations, walls or other objectionable material shall be removed to a minimum depth of 18-inches under all structures and 12-inches under areas to be vegetated. All holes, ruts and depressions shall be filled with approved material.

E. The surface of the sub-grade shall be finished to the lines and grades as established and be in conformity with the typical sections indicated.

F. Any deviation in excess of 1/2 inch cross section and in a length of 10 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and compacting by sprinkling and rolling.

G. Sufficient sub-grade shall be prepared in advance to insure satisfactory prosecution of the work.

H. The CONTRACTOR will be required to set blue tops for the sub-grade on centerline, at quarter points and curb lines or edge of pavement at intervals not exceeding 50 feet.

I. All suitable material removed may be utilized in the sub-grade with the approval of the ENGINEER. All other material required for completion of the sub-grade shall also be subject to approval by the ENGINEER.

J. Sub-grade materials on which structures shall be placed shall be compacted by approved mechanical tamping equipment to a dry density of the total material of not less than 95 percent nor more than 100 percent of the maximum dry density s determined in accordance with SDHPT test method tex-114-E.

K. Sub-grade materials on which planting or turf will be established shall be compacted to a minimum of 85 percent of the maximum dry density as determined in accordance with SDHPT test method tex-114-E.

L. Tests for density will be made as soon as possible after compacting operations are completed. If the material fails to meet the density specified, it shall be reworked as necessary to obtain the density required.

M. Just prior to placing any base materials, density and moisture content of the top 6-inches of compacted sub-grade shall be checked and if tests show the density to be more than 2 percent below the specified minimum or the moisture content to be more than 3 percent above or below the optimum, the sub-grade shall be reworked as necessary to obtain the specified compaction and moisture content.

N. When lime stabilization of the sub-grade is specified, the lime is to be added in accordance with Section 02240, Lime Stabilization.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. All acceptable sub-grade preparation will be measured by the square yard.

B. The measured area includes the entire width of the roadway for the entire length as indicated.

4.02 PAYMENT

A. The accepted quantities of sub-grade preparation will be paid for at contract unit bid price per square yard.

B. When not listed as a separate contract pay item, sub-grade preparation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item (s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02221

TRENCH EXCAVATION, BACKFILL AND COMPACTION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Excavation, shoring, de-watering, pipe bedding, trench backfill, compaction, grading and cleanup of all pipeline trenching for the project.

B. All work must be done in accordance with these specifications and the safety requirements of the State and OSHA Standards.

1.02 JOB CONDITIONS:

A. Site Acceptance:

1. Accept site in condition existing during Contract time frame.
2. Ground water/surface water found during construction are conditions of the contract and responsibility of Contractor.

B. Adverse Weather:

1. Place no backfill that is excessively wet or frozen.
2. Place no backfill in excessively wet or frozen trenches.

PART 2 - PRODUCTS

2.01 PIPE BEDDING AND BACKFILL:

A. The type of bedding shall be stated on the Plans or in the Special Conditions of the contract document. Determination of source of materials for bedding and backfill to meet the stated conditions shall be responsibility of CONTRACTOR, but use of such materials shall be subject to approval of ENGINEER.

B. Excavated Material Backfill:
Excavated material may be used in the trench backfill, provided that all hard rock and stones having any dimensions greater than 6 inches and frozen earth debris and roots larger than 2 inches are removed for the initial backfill.

C. Select Backfill:
Select backfill shall be gravel, fine rock cuttings, sand, sandy loam or loam free from excessive clay. Rock cuttings shall have no dimension greater than 2 inches.

D. Sand Backfill:
Sand backfill shall be clean, hard, durable, un-coated grains, free from lumps and organic material. All materials must pass a No. 8 Sieve.

E. Granular Backfill:
Granular backfill shall be free flowing, such as sand or hydraulically graded shall be free from lumps, stones over 2 inches in diameter, clay and organic matter.

F. Controlled Density Fill:
Use high slump mixture of portland cement, fly ash and fine aggregate formulated, licensed and marketed as K-Krete or equal. Provide mixture with minimum 28-day compressive strength of 70 psi with no measurable shrinkage or surface settlement.

2.02 CRADLING ROCK:

A. Use crushed rock or stone with 70-100% passing 1> inch sieve and no more than 50% passing 1 inch sieve.

2.03 SHEETING, SHORING AND BRACING:

A. Use sound timber or structural steel.

B. Use shapes and sizes as required.

PART 3 - EXECUTION

3.01 GENERAL:

A. Dewatering:

1. Execute work "dry". No pipe or conduits shall be laid or concrete poured on excessively wet soil.
2. Prevent surface water from flowing into excavation.
3. Provide equipment for handling water encountered as required. Obtain approval of proposed method of dewatering.
4. No sanitary sewer shall be used for disposal of trench water.

B. Protection of Existing Utilities:

1. Notify all utilities of location and schedule of work.
2. Locations and elevations of utilities shown on plans are to be considered approximate only. Notify utility and ENGINEER of conflicts between existing and proposed facilities.
3. Repair, relay or replace existing utilities damaged, destroyed or disrupted during work. Unless specified otherwise, replacement will be at the CONTRACTOR's expense.

C. Sheeting, Shoring and Bracing:

1. Provide as necessary, to hold walls of excavation, prevent damage to adjacent structures, and to protect workmen and property.
2. Leave sheeting and shoring in place where removal might cause damage to work or otherwise indicated on drawings.
3. When movable trench shield is used below spring line of pipe, it shall be lifted prior to any forward movement to avoid pipe displacement.

D. Changes in Grade:

1. Grades may be adjusted 1.5 feet (plus or minus) from plan grades to suit unforeseen construction conflicts or conditions with approval of ENGINEER.
2. No additional compensation will be made for such changes.

3.02 EXCAVATION AND TRENCHING:

A. General:

1. Method of excavation at CONTRACTOR's option.
2. Excavate by hand under tree roots 3 inches and larger, and under and around structures and utilities.
3. Stockpile and replace topsoil to a minimum of 8 inches for surface restoration in grassed or agricultural areas.

B. Trench Characteristics:

1. Depth: as indicated for pipe installation to lines and grades required with proper allowance for thickness of pipe and type of bedding specified or indicated.
2. Width:
   a. Keep width of trench as narrow as possible and yet provide adequate room for backfilling and jointing.
   b. Maximum width as follows:

Pipe Size Inches	**Max. Trench Width**
4 &6	2' - 0"
8 & 10	2' - 4"
12	2' - 6"
15	2' - 9"
18	3' - 0"
Over 18	Pipe O.D. + 12"

3. Trench walls must be vertical below top of pipe and may be vertical or sloped above pipe to conform to excavating codes.
4. Provide bell holes for each pipe joint where pipe bears on undisturbed earth.
5. Trench bottom shall be free of large stones and other foreign material.

3.03 SOFT, SPONGY OR UNSTABLE MATERIALS:

A. Stop work and notify ENGINEER.

B. Perform remedial work as directed.

C. If material is judged unsuitable and removal is authorized, remove and replace with trench stabilizing material as directed by ENGINEER.

3.04 ROCK EXCAVATION:

A. Excavate any rock to maintain minimum 6-inch clearance around pipe.

B. Dispose of rock material not suitable for backfill as directed by ENGINEER.

C. Use of explosives not permitted without prior written authorization from OWNER and ENGINEER.

D. Provide Special Hazard Insurance covering liability for blasting operations.

3.05 BEDDING:

A. Place after bottom of trench has been excavated to proper depth and grade.

B. Place, compact and shape bedding material to conform to barrel o pipe to insure continuous firm bedding for fill length of pipe.

C. Provide bedding as described in following table unless indicated otherwise on Plans or in Special Conditions.

Pipe Material	Minimum Bedding Class
1. Vitrified Clay Pipe	Class C *
2. Non-reinforced Concrete Pipe	Class C *
3. Reinforced Concrete Pipe	Class D *
4. Ductile Iron Pipe	Class D *
5. Steel Cylinder	Class C *
6. Flexible or Composite Pipe	Class 1 * *

* Refers to standard detail, "Pipe Envelope Requirements ",Dwg. D-01.

** Refers to standard detail, "Flexible Pipe Bedding Requirements", Dwg. D-02.

3.06 TRENCH BACKFILL

A. Use excavated material backfill (2.01B) unless otherwise specified.

B. Use Sand Backfill for all trenches within 5 feet of buildings and beneath walks, parking areas, paved streets or existing exposed utilities.

C. Initial Backfill:

1. Place after pipe has been bedded and checked for alignment, grade and internal obstructions.
2. Carry out in an orderly fashion after authorization to cover pipe has been given.
3. Allow no more than 300 feet of trench to be open at one time.
4. Do not backfill until concrete or mortar has sufficiently cured.
5. Record location of connections and appurtenances before backfilling.
6. Place by hand and hand tamp to not less than 12-inches above top of pipe, in approximately 4-inch layers.
7. Backfill simultaneously on both sides of pipe to prevent displacement.
8. Place cushion of 4 feet above pipe envelope before using heavy compacting equipment.

D. Subsequent Backfill:

1. Place backfill into trench at an angle so that impact on installed pipe is minimized.
2. Compaction of all backfill material shall be performed in a manner that shall not crack, crush, and/or cause the installed pipe to be moved from the established grade and/or alignment.
3. Area under or within 5 feet of pavement; and under or within 2 feet of utilities, buildings, or walks shall be mechanically compacted to the top of the sub-grade in 6-inch lifts to a minimum of 95 percent Standard Proctor Density.
4. Areas not subject to vehicular traffic shall be backfilled in layers not more than 10-inches in depth.
5. Compaction method at discretion of CONTRACTOR with following exceptions:

    a. If in OWNER's opinion compaction method presents potential damage to pipe, it will not be allowed.
    b. Compaction of any backfill material by flooding or jetting will require prior written authorization of ENGINEER.

6. Mound excavated materials no greater than 6 inches in open areas only.

7. Fill upper portion of trench with topsoil as specified hereinbefore.

E. Controlled Density Fill:

1. Use where shown on plans.
2. Provide suitable forms to limit volume of control density fill material.
3. Prevent flow of material into existing drain lines.
4. Protect exposed utility lines during placement.
5. Place material in accordance with suppliers' written recommendations unless directed otherwise by ENGINEER.

3.07 EXCESS MATERIAL:

A. Waste excess excavated material where directed by ENGINEER.

3.08 TESTING:

A. Unless specified elsewhere, testing will be responsibility of OWNER.

B. Standard Proctor Density:

1. ASTM D698.
2. One (1) required for each type of material encountered.

C. In Place Density:

1. ASTM D1556 (Sand Cone)
2. ASTM D2167 (Balloon)
3. ASTM D3017 (Nuclear)

D. One (1) test per each 400 cubic yards of backfill placed.

PART 4 - MEASUREMENT AND PAYMENT

4.01 TRENCH EXCAVATION:

A. Trench excavation shall be considered incidental to pipeline installation.

B. Payment shall be made at the contract unit price per cubic yard only if a bid item is established in the contract.

4.02 BACKFILL:

A. Payment for backfill shall be made at the contract unit price per cubic yard only if a separate bit item is established in the contract.

B. No allowance for waste shall be made.

C. If ENGINEER orders an initial backfill material other than that specified in contract, it shall be paid for as an extra in price per cubic yard as compacted in place, EXCEPT if a higher class embedment is ordered by ENGINEER because the CONTRACTOR has over-excavated the trench width.

D. If the CONTRACTOR over-excavates the trench width and the ENGINEER orders the next higher class of embedment to be used, the embedment for as if the original specified embedment was used.

E. If the ENGINEER orders the excavated material to be removed and disposed of and replaced with another material and a separate bid item is not established as a bid item, the material shall be paid as an extra.

F. If the CONTRACTOR fails to compact the backfill to the density requirements, the ENGINEER may order the material removed and replaced at no cost to the OWNER.

G. The disposal of rejected material shall be at no cost to the OWNER.

*** * * * END OF SECTION * * * ***

SECTION 02230

EXCAVATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. This work shall consist of excavating and properly utilizing or otherwise satisfactorily disposing of all excavated materials, of whatever character, within the limits of work.

B. Excavation shall also consist of constructing, compacting, shaping and finishing of all earthwork in designated areas on the plans, as specified herein, and in conformity with the required lines grades and typical cross sections or as directed by the ENGINEER.

C. When not otherwise included, this item shall include the work described in Section 02101 - Preparation of Right-of Way, Section 02102 - Clearing and Grubbing, Section 02236 - Embankment, Section 02238 - Removal of Concrete, and Section 02210 – Sub-grade Preparation.

Introduction

The Occupational Safety and Health Administration (OSHA) issued its first Excavation and Trenching Standard Standard in 1971 to protect workers from excavation hazards. Since then, OSHA has amended the standard several times to increase worker protection and to reduce the frequency and severity of excavation accidents and injuries. Despite these efforts, excavation-related accidents resulting in injuries and fatalities continue to occur.

To better assist excavation firms and contractors, OSHA has completed updated the existing standard to simplify many of the existing provisions, add and clarify definitions, eliminate duplicate provisions and ambiguous language, and give employers added flexibility in providing protection for employees. The standard is effective as of March 5, 1990.

In addition, the standard provides several new appendices. One appendix provides a consistent method of soil classification. Others provide sloping and benching requirements pictorial examples of shoring and shielding devises, timber tables, hydraulic shoring tables, and selection charts that provide a graphic summary of the requirements contained in the standard.

This booklet highlights the requirements in the updated standard excavation and trenching operations, provides methods for protecting employees against cave-ins, and described safe work practices for employees.

Scope and Application

OSHA's revised rule applies to all open excavations in the earth's surface, which includes

trenches.

According to the OSHA construction safety and health standards, a trench is referred to as a narrow excavation made below the surface of the ground in which the depth is greater than the width-the width not exceeding 15 feet. An excavation is any man-made cut, cavity, trench, or depression in the earth's surface formed by earth removal. This can include excavations for anything from cellars to highways.

General Requirements

Planning for Safety

Many on-the-job accidents are a direct result of inadequate initial planning. Correcting mistakes in shoring and/or sloping after work has begun slows down the operation, adds to the cost, and increases the possibility of an excavation failure. The contractor should build safety into the pre-bid planning in the same way all other pre-bid factors are considered.

It is a good idea for contractors to develop safety checklists before preparing a bid, to make certain there is adequate information about the job site and all needed items are on hand.

These checklists should incorporate elements of the relevant OSHA standards as well as other information necessary for safe operations.

Before preparing a bid, these specific site conditions should be taken into account:

- Traffic,
- Nearness of structures and their conditions,
- Soil,
- Surface and ground water,
- The water table,
- Overhead and underground utilities and
- Weather.

These and other conditions can be determined by job site studies, observations, test borings for soil type or conditions, and consultations with local officials and utility companies.

Before any excavation actually begins, the standard requires the employer to determine the estimated location of utility installations-sewer, telephone, fuel, electric, water lines, or any other underground installations-that may be encountered during digging. Also, before starting the excavation, the contractor must contact the utility companies or owners include and inform them, within established or customary local response times, of the proposed work. The contractor must also ask the utility companies or owners to find the exact location of the underground installations. If they cannot respond within 24 hours (unless the period required by the state or local law is longer), or if they cannot find the exact location of the utility installations, the contractor may proceed with caution. To find the exact location of underground installations, workers must use safe and acceptable means. If underground installations are exposed, OSHA regulations also require that they be removed, protected or properly supported.

When all necessary specific information about the job site is assembled, the contractor is ready

to determine the amount, kind, and cost of safety equipment needed. A careful inventory of the safety items on hand should be made before deciding what additional safety material must be acquired. No matter how may trenching, shoring and backfilling jobs have been done in the past, each job should be approached with the utmost care and preparation.

Before Beginning the Job

It is important, before beginning the job, for the contractor to establish and maintain a safety and health program for the work site that provides adequate systematic policies, procedures, and practices to protect employees from, and allow them to recognize, job-related safety and health hazards.

An effective program includes provisions for the systematic identification, evaluation, and prevention or control of general workplace hazards, specific job hazards, and potential hazards that may arise from foreseeable conditions. The program may be written or verbal but it should reflect the unique characteristics of the job site.

To help contractors develop an effective safety and health program, in 1989 OSHA issued recommended guidelines for the effective management and protection of worker safety and health. The complete original text of the non-mandatory guidelines is found in the Federal Register (54 FR(18):3904-3916, January 26, 1989).

A copy of the guidelines can be obtained from the OSHA Publications Office, U.S. Department of Labor, 20 Constitution Avenue, N.W., Room N-3101, Washington, D.C. 20210, or from the nearest OSHA Regional Office listed in this booklet.

To be sure safety policies are implemented effectively, there must be cooperation among supervisors, employee groups, including union, and individual employees. Each supervisor must understand the degree of responsibility and authority he or she holds in a particular area. For effective labor support, affected unions should be notified of construction plans and asked to cooperate.

It is also important, before beginning work, for employers to provide employees who are exposed to public vehicular traffic with warning vests or other suitable garments marked with or made of reflectorized or high-visibility material and ensure that they wear them. Workers must also be instructed to remove or neutralize surface encumbrances that may create a hazard.

In addition, no employee should operate a piece of equipment, without first being properly trained to handle it and fully alerted to its potential hazards.

In the training and in the site safety and health program, it also is important to incorporate procedures for fast notification and investigation of accidents.

On-the-Job Evaluation

The Standard requires that a competent person inspect, on a daily basis, excavations and the adjacent areas for possible cave-ins, failures of protective systems and equipment, hazardous

atmospheres, or other hazardous conditions. If these conditions are encountered, exposed employees must be removed from the hazardous area until the necessary safety precautions have been taken. Inspections are also required after natural (e.g. heavy rains) or man-made events such as blasting that may increase the potential for hazards.

Larger and more complex operations should have a full-time safety official who makes recommendations to improve the implementation of the safety plan. In a smaller operation, the safety official may be part-time and usually will be a supervisor.

Supervisors are the contractor's representatives on the job. Supervisors should conduct inspections, investigate accidents, and anticipate hazards. They should ensure that employees receive on-the-job safety and health training. They should also review and strengthen overall safety and health precautions to guard against potential hazards, get the necessary worker cooperation in safety manners, and make frequent reports to the contractor.

It is important that managers and supervisors set the example for safety at the job site. It is essential that when visiting the job site, all managers, regardless of status, wear the prescribed protective equipment such as safety shoes, safety glasses, hard hats, and other necessary gear (see CFR 1926.100 and 102).

Employees must also take an active role in job safety. The contractor and supervisor should make certain that workers have been properly trained in the use and fit of the prescribed protective gear and equipment, that they are wearing and using the equipment correctly, and that they are using safe work practices.

Cave-Ins and Protective Support Systems

Support Systems

Excavation workers are exposed to many hazards, but the chief hazard is danger of cave-ins. OSHA requires that in all excavation employees exposed to potential cave-ins must be protected by sloping, or benching the sides of the excavation; supporting the sides of the excavation, or placing a shield between the side of the excavation and the work area.

Designing a protective system can be complex because of the number of factors involved-soil classification, depth of cut, water content of soil, changes due to weather and climate, or other operation in the vicinity. The standard, however, provides several different methods and approaches (four for sloping and four for shoring, including the use of shields)* for designing protective systems that can be used to provide the required level of protection against cave-ins.

One method of ensuring the safety and health of workers in an excavation is to slope the side to an angle not steeper than one and one-half horizontal to one vertical (34 degrees measured from the horizontal). These slopes must be excavated to form configurations that are in accordance with those for Type C soil found in Appendix B of the standard. A slope of this graduation or less is considered safe for any type soil (see Figure 1).

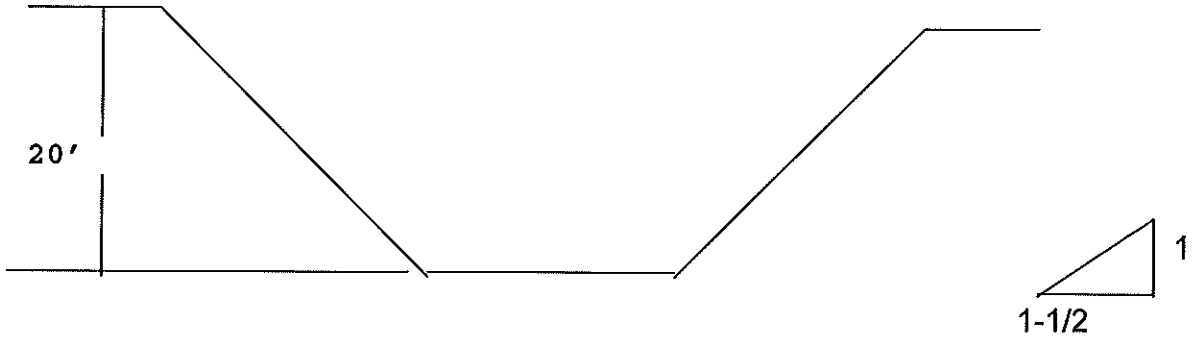

Figure 1. Excavations Made in Type C Soil

All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1 1/2:1.

*See Appendix F to the standard for a complete overview of all options.

A second design method, which can be applied for both sloping and shoring, involves using tabulated data, such as tables and charts, approved by a registered professional engineer. These data must be in writing and must include sufficient explanatory information to enable the user to make a selection, including the criteria for determining the selection and the limits on the use of the data.

At least one copy of the information, including the identity of the registered professional engineer who approved the data, must be kept at the worksite during construction of the protective system. Upon completion of the system, the data must be stored away from the job site, but a copy must be made available, upon request, to the Assistant Secretary of Labor for OSHA.

Contractors also may use a trench box or shield that is either designed or approved by a registered professional engineer or is based on tabulated data prepared or approved by a registered professional engineer. Timber, aluminum, or other suitable materials may also be used. OSHA standards permit the use of a trench shield (also known as a welder's hut) as long as the protection it provides is equal to or greater than the protection that would be provided by the appropriate shoring system (see Figure 2).

The employer is free to choose the most practical design approach for any particular circumstance. Once an approach has been selected, however, the required performance criteria must be met by that system.

The standard does not require the installation and use of a protective system when an excavation (1) is made entirely in stable rock, or (2) is less than 5 feet deep and a competent person has examined the ground and found no indication of a potential cave-in.

Safety Precautions

The standard requires the employer to provide support systems such as shoring, bracing, or

underpinning to ensure the stability of adjacent structures such as buildings, walls, sidewalks or pavements.

Figure 2. Trench Shields

The standard prohibits excavation below the level of the base or footing of any foundation or retaining wall unless (1) a support system such as underpinning is provided, (2) the excavation is in stable rock, or (3) a registered professional engineer determines that the structure is sufficiently removed from the excavation and that excavation will not pose a hazard to employees.

Excavations under sidewalks and pavements are also prohibited unless an appropriately designed support system is provided or another effective method is used.

Installation and Removal of Protective Systems

The standard requires the following procedures for the protection of employees when installing support systems:

- Securely connect members of support system,
- Safely install support systems,
- Never overload members of support systems, and
- Install other structural members to carry loads imposed on the support system when temporary removal of a individual members is necessary.

In addition, the standard permits excavation of 2 feet or less below the bottom of the members of a support or shield system of a trench if (1) the system is designed to resist the loads calculated for the full depth of the trench, and (2) there are no indications, while the trench is open, of a possible cave-in below the bottom of the support system. Also, the installation of support systems must be closely coordinated with the excavation of trenches.

As soon as work is completed, the excavation should be back-filled as the protective system is designated. After the excavation has been cleared, workers should slowly remove the protective system from the bottom up, taking care to release members slowly.

Materials and Equipment

The employer is responsible for the safe condition of materials and equipment used for protective systems. Defective and damaged materials and equipment can result in the failure of a protective system and cause excavation hazards.

To avoid possible failure of a protective system, the employer must ensure that (1) materials and equipment are free from damage or defects, (2) manufactured materials and equipment are used and maintained in a manner consistent with the recommendations of the manufacture and in a way that will prevent employee exposure to hazards, and (3) while in operation, damaged materials and equipment are examined by a competent person to determine if they are suitable

for continued use. If the materials and equipment are not safe for use, they must be removed from service. These materials cannot be returned to service without the evaluation and approval of a registered professional engineer.

Other Hazards

Falls and Equipment

In addition to cave-in hazards and secondary hazards related to cave-ins, there are other hazards from which workers must be protected during excavation-related work. These hazards include exposure to falls, falling loads, and mobile equipment. To protect employees from these hazards, OSHA requires the employer to take the following precautions:

- Keep materials or equipment that might fall or roll into an excavation at least 2 feet from the edge of excavations, or have retaining devices, or both.
- Provide warning systems such as mobile equipment, barricades, hand or mechanical signals, or stop logs, to alter operations of the edge of an excavation. If possible, keep the grade away from the excavation.
- Provide scaling to remove loose rock or soil or install protective barricades and other equivalent protection to protect employees from the hazard of falling, rolling, or sliding material or equipment.
- Prohibit employees from working on faces of sloped or benched excavations at levels above other employees unless employees at lower levels are adequately protected from the hazard of falling, rolling, or sliding material or equipment.
- Prohibit employees under loads that are handled by lifting or digging equipment. To avoid being struck by any spillage or falling materials, require employees to stand away from vehicles being loaded or unloaded. If cabs of vehicles provide adequate protection from falling loads during loading and unloading operations, the operators may remain in them.

Water Accumulation

The standard prohibits employees from working in excavations where water has accumulated or is accumulating unless adequate protection has been taken. If water removal equipment is used to control or prevent water from accumulating, the equipment and operations of the equipment must be monitored by a competent person to ensure proper use.

OSHA standards also require that diversion ditches, dikes, or other suitable means be used to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation. Also, a competent person must inspect excavations subject to runoffs from heavy rains.

Hazardous Atmospheres

Under this provision, a competent person must test excavations greater than 4 feet in depth as well as ones where oxygen deficiency or a hazardous atmosphere exists or could reasonably be expected to exist, before an employee enters the excavation. If hazardous conditions exist, controls such as proper respiratory protection or ventilation must be provided. Also, controls

used to reduce atmospheric contaminants to acceptable levels must be tested regularly.

Where adverse atmospheric conditions may exist or develop in an excavation, the employer also must provide and ensure that emergency rescue equipment, (e.g., breathing apparatus, a safety harness and line, basket stretcher, etc.) is readily available. This equipment must be attended when used.

When an employee enters bell-bottom pier holes and similar deep and confined footing excavations, the employee must wear a harness with a lifeline. The lifeline must be securely attached to the harness and must be separate from any line used to handle materials. Also, while the employee wearing a lifeline is in the excavation, an observer must be present to ensure that the lifeline is working properly and to maintain communication with the employee.

Access and Egress

Under the standard, the employer must provide safe access and egress to all excavations. According to OSHA regulations, when employees are required to be in trench excavations 4-feet deep or more, adequate means of exit, such as ladders, steps, ramps or other safe means of egress, must be provided and be within 25 feet of lateral travel. If structure ramps are used as a means of access or egress, they must be designed by a competent person if used for employee access or egress, or a competent person qualified in structural design if used by vehicles. Also, structural members used for ramps or runways must be uniform in thickness and joined in a manner to prevent tripping or displacement.

Related Issues

Hazard Communication

The Hazard Communication Standard (29 CFR 1910.1200) requires employers to inform employees of the identities, properties, characteristics, and hazards of chemicals they use and the protective measures they can take to prevent adverse effects. The standard covers both physical hazards (e.g., flammability) and health hazards (e.g., lung damage, cancer). Knowledge acquired under the Hazard Communication Standard will help employers provide safer workplaces for their employees, establish proper work practices, and help prevent chemical-related illnesses and injuries.

Access to Medical and Exposure Records

Under the provision of the Access to Medical and Exposure Records standard (29 CFR 1910.20), employees, their designated representatives, and OSHA are permitted direct access to employer-maintained exposure and medical records. This access is designed to yield both direct and indirect improvements in the detention, treatment, and prevention of occupational disease. Also, access to these records will assist employees in the management of their own safety and health.

Recordkeeping

Each employer must preserve and maintain accurate medical and exposure records for each employee. The standard requires that exposure records be kept for 30 years and medical records be kept for at least the duration of employment plus 30 years. Background data for exposure records such as laboratory reports and work sheets need to be kept only for 1 year. Records of employees who have worked for less than 1 year need not be retained after employment, but the employer must provide these records to the employee upon termination of employment. First-aid records of one-time treatment need not be retained for any specified period.

The employer must inform each employee of the existence, location, and availability of these records. When an employer plans to stop doing business and there is no successor employer to receive and maintain these records, the employer must notify employees of the right to access of the records at least 3 months before the employer ceases to do business. At the same time, the employer also must inform the National Institute for Occupational Safety and Health.

State Plan States

States administering their own occupational safety and health program (see listing on page), through plans approved under section 18(b) of the Occupational Safety and Health Act of 1970, must adopt standards and enforce requirements at least as effective as Federal requirements. There are currently 25 State plan States; 23 covering private and public (State and local government) sectors and two covering public sector only.

Summary

Trenching and excavation work presents serious risks to all workers involved. The greatest risk, and one of primary concern, is that of cave-ins. Furthermore, when cave-in accidents occur, they are much more likely to result in worker fatalities than other excavation-related accidents. Strict compliance, however, with all sections of the standard will prevent or greatly reduce the risk of cave-ins as well as other excavation-related accidents.

STATES WITH APPROVED PLANS

COMMISSIONER
Alaska Department of Labor
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Juneau, ALASKA 99801
(907) 465-2700

DIRECTOR
Industrial Commission of Arizona
800 W. Washington
Phoenix, ARIZONA 85007
(602) 542-5795

DIRECTOR
California Department of Industrial Relations
395 Oyster Point Boulevard
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San Francisco, CALIFORNIA 94080
(415) 737-2960

COMMISSIONER
Connecticut Department of Labor
200 Folly Brook Boulevard
Wethersfield, CONNECTICUT 06109
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DIRECTOR
Hawaii Department of Labor and Industrial Relations
830 Punchbowl Street
Honolulu, HAWAII 96813
(808) 548-2150

COMMISSIONER
Indiana Department of Labor
1013 State Office Building
100 North Senate Avenue
Indianapolis, INDIANA 46204-2287
(317) 232-2665

COMMISSIONER
Iowa Division of Labor Services
1000 E. Grand Avenue
Des Moines, IOWA 50319
(515) 281-3447

ACTING COMMISSIONER FOR WORKPLACE STANDARDS
DIRECTOR
Nevada Department of Industrial Relations
Division of Occupational Safety and Health
Capitol Complex
1370 S. Curry Street
Carson City, NEVADA 89710
(720) 885-5240

Kentucky Labor Cabinet
1049 U.S. Highway 127 South
Frankfort, KENTUCKY 40601
(502) 564-3070

COMMISSIONER
Maryland Division of Labor and Industry
Department of Licensing and Regulations
501 St. Paul Place, 2nd Floor
Baltimore, MARYLAND 21202-2272
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201 N. Washington Square
P.O. Box 30015
Lansing, MICHIGAN 48933
(517) 373-9600

DIRECTOR
Michigan Department of Public Health
3423 North Logan Street
Box 30195
Lansing, MICHIGAN 48909
(517) 335-8022

COMMISSIONER
Minnesota Department of Labor and Industry
443 Lafayette Road
St. Paul, MINNESOTA 55155
(612) 296-2342

SECRETARY
New Mexico Environmental Dept.
Occupational Health and Safety Bureau
1190 - St. Francis Drive
Santa Fe, NEW MEXICO 87502
(505) 827-2850

COMMISSIONER
New York Department of Labor
State Office Bldg., Campus 12
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Albany, NEW YORK 12240

(518) 457-2741
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North Carolina Department of Labor
4 West Edenton Street
Raleigh, NORTH CAROLINA 27601
(919) 733-7166

ADMINISTRATOR
Oregon Occupational Safety and Health Division
Oregon Department of Insurance and Finance-Room 160
Labor and Industries Building
Salem, OREGON 97310
(503) 378-3272

SECRETARY
Puerto Rico Department of Labor and Human Resources
Prudencio Rivera Martinez Building
505 Munoz Rivera Avenue
Hato Rey, PUERTO RICO 00918
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COMMISSIONER
South Carolina Department of Labor
3600 Forest Drive
P.O. Box 11329
Columbia, SOUTH CAROLINA
29211-1329
(803)734-9594

COMMISSIONER
Tennessee Department of Labor
Attention: Robert Taylor
501 Union Building
Suite "A"-2nd Floor
Nashville, TENNESSEE 37254-0655
(615)741-2582

ADMINISTRATOR
Utah Occupational Safety and Health
160 East 300 South
P.O. Box 5800
Salt Lake City, UT 84110-5800
(801)530-6900

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Vermont Department of Labor and Industry
120 State Street
Montpelier, VERMONT 05620
(802)828-2765

COMMISSIONER
Virgin Islands Department of Labor
22 Hospital Street
Box 890
Christiansted
St. Croix, VIRGIN ISLANDS 00840
(809)773-1994

COMMISSIONER
Virginia Department of Labor and Industry
205 N. 4th Street
Richmond, VIRGINIA 23241-0064
(804)786-2376

DIRECTOR
Department of Employment Division of Employment Affairs
Occupational Safety and Health Administration
Herchfer Building, 2nd Floor East
122 West 25th Street
(307)777-7786 or 777-7787

DIRECTOR
Washington Department of Labor and Industries
General Administration Building
Room 334 - AX-31
Olympia, WASHINGTON 98504-0631

(206)753-6307

Related Publications

A single free copy of the following publications can be obtained from the OSHA Publications Office, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room N-301, Washington, D.C., 20210.

Please send a self-addressed label with your request.

All about OSHA - OSHA 2056

Chemical Hazard Communication - OSHA 3084

Construction Industry Digest - OSHA 2207

Consultation Services for the Employer - OSHA 3047

Ground-Fault Protection on Construction Sites - OSHA 3007

OSHA Inspections - OSHA 2098

OSHA: Safety and Health is our Middle Name - OSHA 3076

Personal Protective Equipment - OSHA 3077

Respiratory Protection - OSHA 3079

Safety and Health Program Management Guidelines
(Federal Register (54 FR (18):3904-3916, January 1989))

A Hazard Communication Compliance Kit may be ordered from the Superintendent of Documents, Government Printing Office, Washington, D.C., 20402 for $18.00 ($22.00 for foreign addresses). OSHA Publication 3104, GPO order No. 929-022-00000-9. The kit can be ordered from GPO by phone using Visa or Mastercard; call (202)783-3238.

* U.S. Government Printing Office: 1991 282-150/45367

U.S. Department of Labor
Occupational Safety and Health Administration
Regional Offices

Region I
(CT,*MA,ME,NH,RI,VT*)
133 Portland Street
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Boston, MA 02114
Telephone: (617)565-7164

Region II
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201 Varick Street
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Telephone: (212)337-2378

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(DC,DE,MD,*PA,VA,*WV)
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Philadelphia, PA 19104
Telephone: (215)596-1201

Region IV
(AL,FL,GA,KY,*MS,NC,*SC,*TN*)
1375 Peachtree Street, N.E.
Suite 587
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Telephone: (404)347-3573

Region V
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Chicago, IL 60604
Telephone: (312)353-2220

Region VI
(AR,LA,NM,*OK,TX)
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Room 602
Dallas, TX 75202
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911 Walnut Street
Kansas City, MO 64106
Telephone: (816)426-5861

Region VIII
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1961 Stout Street
Denver, CO 80294
Telephone: (303)844-3061

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*NV,*Trust Territories of the Pacific)
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Room 415
San Francisco, CA 94105
Telephone: (415)744-6670

Region X
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1111 Third Avenue
Suite 715
Seattle, WA 98174
Telephone: (206)4423-5930

- These states and territories operate their own OSHA-approved job safety and health programs (Connecticut and New York plans cover public employees only). States with

approved programs must have a standard that is identical to or at least as effective as, the federal standard.

PART 2 - PRODUCTS

2.01 CLASSIFICATION

A. All excavations shall be unclassified as shall include all materials encountered regardless of their nature or the manner in which they are removed.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

A. Prior to commencing this work, all erosion control and tree protection measures required shall be in place and all utilities located and protected.

B. Construction equipment shall not be operated within the drip line of trees, unless otherwise indicated.

C. Construction materials shall not be stockpiles under the canopies of trees. No excavation or embankment shall be placed within the drip line of trees until tree wells are constructed.

D. All excavation shall be performed as specified herein and shall conform to the established alignment, grades and cross sections.

E. Suitable excavated materials shall be utilized, in so far as practical, in constructing required embankments.

F. The construction of all embankments shall conform to Section 02236 - Embankment. No material shall be stockpiled within the banks of a waterway.

G. Unsuitable excavated materials or excavation in excess of that needed for construction shall be known as "Waste" and shall become the property of the CONTRACTOR and it shall become his sole responsibility to dispose of this material off the limits of the right-of-way in an environmentally sound manner at a permitted disposal site.

H. Adequate dewatering and drainage of excavation shall be maintained throughout the time required to complete the work.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Measurement of the volume of excavation in cubic yards by the average end areas. Cross sectional areas shall be computed from the existing ground section to the established line of the sub-grade, as shown on typical sections for the limits

of the right-of-way or other work limits, including parkway slopes and sidewalk areas.

B. Measurement of the area in square yards of surface area excavated as shown on the typical sections included in the plans.

C. Measurement of the volume of excavation is in cubic yards, based upon the average end areas taken from pre-construction cross sections and planned grades. The planned quantities for excavation will be used as the measurement for payment for this item.

4.02 PAYMENT

A. This item will be paid for at the contract unit price bid for "Excavation", as provided under the measurement method as included in the bid, which price shall be full compensation for all work herein specified including: dewatering, drainage, sub-grade preparation, unless otherwise indicated and the furnishing of all materials, equipment, tools, labor and incidentals
necessary to complete the work.

B. When not listed as a separate contract pay item, excavation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02238

REMOVAL OF CONCRETE

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of breaking up, removing and satisfactorily disposing of existing concrete, as classified, at locations indicated or as directed by the Engineer.

B. Existing concrete, when under this section, will be classified as follows:

1. Concrete Curb will include curb, curb and gutter combinations thereof.
2. Concrete Slabs will include, but not be limited to, patio slabs, porch slabs, concrete riprap and concrete pavement.
3. Sidewalks and Driveways will include concrete sidewalks and driveways.
4. Concrete Walls will include all walls regardless of height and wall footings.
5. Concrete Steps will include all steps and combinations of walls and steps.
6. Abandoned Foundations will include abandoned Electric Department foundations.
7. Miscellaneous Concrete shall include but not be limited to manholes, inlets, junction boxes and headwalls.

PART 2 PRODUCTS

2.01 MORTAR:

A. Mortar, for repair of existing concrete structures, shall conform to the requirements thereof in Section 03300 - Cast-In-Place Concrete.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Prior to commencing this work, all erosion control and tree protection measures required shall be in place and all utilities located and protected. The existing concrete shall be broken up, removed to conform to Section 02101 - "Preparing Right-of-Way" and disposed of by the Contractor and deposited at a permitted at a permitted disposal site.

B. Where only a portion of the existing concrete is to be removed and that remaining will continue to serve in its purpose, care shall be exercised to avoid damage to that portion to remain in place.

C. The existing concrete shall be cut to the neat lines when indicated or as established by the Engineer, by sawing with an appropriate type circular concrete

saw to a minimum depth of 1/2 inch.

D. Any reinforcing steel encountered shall be cut off 1 inch inside of concrete sawed line. Any existing concrete which is damaged or destroyed beyond the neat lines so established shall be replaced at the Contractor's expense.

E. Remaining concrete shall be mortared to protect the reinforcing steel and provide a neat clean appearance.

F. Where reinforcement is encountered in the removed portions of structures to be modified, a minimum of 1 foot of steel length shall be cleaned of all old concrete and left in place to tie into the new construction where applicable.

G. All unsuitable material shall be removed and replaced with approved material.

H. All foundation, walls or other objectionable material shall be removed to a minimum depth of 18 inches below all structures and 12 inches below areas to be vegetated.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Concrete curb and concrete wall removed as prescribed above will be measured by the linear foot in its original position regardless of the dimensions or size.

B. Concrete slabs and concrete sidewalks and driveways removed as prescribed above will be measured by the square foot in original position, regardless of the thickness and reinforcing.

C. Concrete steps removed will be measured per linear foot of each individual step tread including the bottom step.

D. Concrete foundation removed will be measured per each.

E. Miscellaneous concrete removed will be measured per each.

4.02 PAYMENT:

A. This item will be paid for at the contract unit price bid for "Removed Concrete Curb", "Removed Concrete Slab", "Remove Concrete Sidewalks and Driveways", "Removed Concrete Foundations" and "Remove Miscellaneous Concrete" which price shall be full compensation for all work herein specified, including the disposal of all material not required in the work, the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the work.

B. When not listed as a separate contract pay item, removal of concrete shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02240

LIME STABILIZATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Treating of subgrade, sub-base, and base courses by the pulverization, addition of lime, mixing and compacting the mixed material to the required density.

B. Application to natural ground, embankment, existing pavement, base or sub-bases under this contract, or as directed by the ENGINEER, which shall be constructed as specified herein and in conformity with the typical section, lines, grades as shown on the plans.

1.02 QUALITY ASSURANCE:

A. Comply with the latest published edition (or addended portions thereof) of the following standards and codes:

1. ASTM c-207 or Type N - Requirements for Hydrated Lime
2. ASTM Designation C5 - Quick Lime for Structural Purposes
3. Texas SDHPT Test Method Tex-600-J - Hydrated Lime
4. ASTM D-1557 - Density of Compacted Materials
5. ASTM D-2049 - Density of Compacted Materials
6. Texas SDHPT Test Method Tex 113-E - Density of Compacted Materials
7. AASHTO T-99, Method C - Density of Compacted Materials
8. AASHTO M-216 - Hydrated Lime

PART 2 - PRODUCTS

2.01 HYDRATED (DRY) LIME:

A. Use, for stabilization of soils, a dry powder consisting primarily of calcium hydroxide (Ca(OH)2).

B. Provide Material in accordance with Texas SDHPT Test Method TEX-600-J and conforming to the following chemical composition:

Hydrate Alkalinity, Percent by Weight Ca(OH)2	90% Min.
Un-hydrate Lime Content, Percent by Weight CaO	5% Max.
"Free Water" Content, Percent by Weight H2O	4% Max.

And with the following residue retainage:

Residue Retained on No 6 Sieve	None
Residue Retained on No. 10 Sieve	1% Max.
Residue Retained on No. 30 Sieve	2.5% Max.

C. Store and handle hydrated lime in closed, weather proof containers, storage bins, or bags until immediately before application to the road.

D. Furnish hydrated lime in trucks, as applicable, with weight of lime measured on certified scales and clearly marked on the truck or stamped on a haul ticket.

E. Furnish hydrated lime in bags, as applicable, bearing the manufacturer's certified weight. Bags varying more than five percent may be rejected.

2.02 HYDRATED LIME SLURRY:

A. Provide a pumpable suspension of solids, principally composed of hydrated lime, in water.

B. Provide material with a "Solids Content" having a hydrated alkalinity Ca (OH) 2 of not less than 90 percent by weight and a residue retainage equal to the retainage specified in Part 2.01 above.

C. Supply Type B, commercial lime slurry, with a "dry solids content" of at least 31% by weight of the slurry (Grade 1).

D. Procure mixing water only from County of Hidalgo water mains. The Contractor shall make arrangements with the Water Department to obtain a meter and subsequent payment for water used.

2.03 QUICKLIME (MASON'S LIME):

A. Provide quicklime, as a dry powder in a tank, to form a lime slurry.

PART 3 - EXECUTION

3.01 GENERAL:

A. Provide a completed course of treated materials containing a uniform lime mixture, free from loose or segregated areas, of uniform density and moisture content, well bound for its full depth, and with a smooth surface and suitable for placement of subsequent courses.

B. Regulate sequence work, use proper amounts of lime, maintain the work and rework the courses as necessary to meet the requirements of this specification.

C. Construct and shape roadbed to conform with typical sections, lines and grades as shown on the plans, or as directed by the ENGINEER.

D. Excavate materials to be treated to the proposed bottom of lime treatment grade, or secondary grade and remove or window to expose.

E. Correct any wet or unstable material below the secondary grade by scarifying, adding lime and compacting until uniform stability is achieved.

F. Use a cutting or pulverizing machine, as applicable, to remove subgrade material accurately to secondary grade and to pulverize the material at the same time. When cutting or pulverizing machine is used, the requirement for exposing and windowing the material is waived.

G. Roll subgrade before use of pulverizing machinery and correct any soft areas that rolling operations shall reveal.

H. Materials for new bases and sub-bases shall be delivered, placed and spread in the required amount per station. The material shall be thoroughly mixed prior in the same working day.

I. Lime shall be spread only on that area where first mixing operation can be completed in the same working day.

3.02 SLURRY PLACING:

A. Mix lime, in amounts as shown on plans or as specified by the Materials Engineering Laboratory, with water in trucks or approved distributors and apply as a thin water suspension or slurry.

B. The distribution of lime at the rates shown on the plans, as directed herein, and/or as directed by the ENGINEER. Shall be attained by successive passes over a measured surface of roadway until the proper moisture and lime content is achieved.

C. Lime slurry distributors shall be equipped with an agitator for maintaining lime and water in a uniform mixture.

3.03 DRY PLACING:

A. Spread lime by an approved screw type spreader box or by bag distribution at the rate shown in the plans.

B. Distribute lime at a uniform rate and in such a manner as to reduce scattering of lime to a minimum. Lime shall not be applied when wind conditions, in the opinion of the ENGINEER, will cause objectionable blowing of lime to traffic or adjacent properties.

C. Motor graders shall not be used to spread lime.

D. Sprinkle material until proper moisture and lime content has been secured.

3.04 MIXING

A. Mixing procedures shall be the same for "Dry Placing" or "Slurry Placing" or lime.

B. Treatment for Materials in Place:

1. Thoroughly mix material and lime using approved road mixers or other approved equipment, until a homogeneous, friable mixture of material is obtained, free from all clods and lumps.
2. Mix as thoroughly as possible at the time of lime application of materials containing plastic clay or other materials not readily mixed with lime, bring to proper moisture content, seal with a pneumatic roller, and leave to cure one to four days, as directed by the ENGINEER.
3. During curing period, material shall be kept moist by method(s) approved by the ENGINEER.
4. Uniformly mix, after required curing time, using approved methods.
5. Clods in soil binder - Lime mixture shall be reduced in size by raking, blading, dicing, harrowing, scarifying or by other approved pulverization methods such that non-slaking aggregates obtained on the No. 4 sieve are removed. The remainder of the material shall meet the following requirements when test dry by laboratory sieves:

   Minimum Passing 1 3/4 inch 100%
   Minimum Passing No. 4 Sieve 60%

C. Treatment of New Material

1. Thoroughly mix and blend, using approved road mixers or other approved equipment, the base or sub-base material, lime and required water until a homogeneous, friable mixture is obtained.
2. When lime is placed as a slurry and mixed by use of blades, the material shall be bladed as the lime water mixture is applied.

D. During the time between application and mixing, hydrated lime that has been exposed to the open air for a period of six hours or more, or to excessive loss due to washing or blowing, shall not be accepted for payment.

3.05 COMPACTION:

A. Compaction of the mixture shall begin immediately after final mixing and in no case later than three calendar days after final mixing.

B. Aerate or sprinkle material as required to provide optimum moisture.
C. Compaction shall begin at the bottom and shall continue until entire depth of mixture is uniformly compacted to 95% of maximum density as determined by AASHTO T-99, Method C.

D. If any portion fails to meet the density specified, it shall be reworked as required to obtain specified density.

3.06 FINISHING, CURING, AND PREPARATION FOR SURFACING:

A. Shape surface after compaction to the required lines, grades, and cross sections, followed by thorough rolling sufficiently light to prevent hair-line cracking.

B. Complete section shall be moist cured for a minimum of seven days before further coursed are added or any traffic permitted, other than sprinkling equipment.

C. The surface or compacted layer shall be kept moist until covered by other base or paving material, or until an application of CSS-1 or SS-1 emulsified asphalt as a curing seal. Curing seal shall be applied as soon as possible after final rolling at a rate of 0.10 to 0.20 gallons per square yard. The exact rate will be as directed by the ENGINEER.

No equipment or traffic will be permitted on lime treated materials for 72 hours after application of curing seal.

3.07 MAINTENANCE:

A. Maintain the completed lime treated material within the limits of contract, in condition satisfactory to the ENGINEER as to grade, crown and cross section until surface course is constructed.

B. Immediately repair all irregularities and defects that may occur at no cost to the County and as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. Lime treatment shall be measured for payment in square yards for the thickness of material shown on the plans for the surface area of completed and accepted work. Lime treatment shall be paid for at the contract unit price per square yard.

B. Lime will be measured by the ton 2000 pounds dry weight. Lime will be paid for at the contract unit cost per ton of 2000 pounds dry weight.

C. The contract unit price for lime treatment shall be the total compensation for preparing roadbed; for loosening, pulverizing, application of lime, water content of slurry mixture and the mixing water; mixing, shaping, sprinkling, compacting, finishing, curing and maintaining; for manipulations required, for all labor, equipment, fuels, tools and incidentals necessary to complete the work.

D. The contract unit price for lime shall be full compensation for furnishing the material; for all freight involved; for all unloading, storing and hauling; and for all labor, equipment, fuels, tools, and incidentals necessary to complete the work.

*** * * END OF SECTION * * ***

SECTION 02601

FLEXIBLE BASE

PART I - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing and placing a foundation course for surface courses or for other base courses.

B. Flexible base shall be composed of either caliche (argillaceous limestone, calcareous or calcareous clay particles, with or without stone, conglomerate, gravel, sand or other granular materials), crushed stone, gravel, iron ore topsoil, shell, or crushed slag.

C. Flexible base shall be constructed as specified herein in one or more courses in conformance with details, lines and grades shown on the plans, and as established by the ENGINEER.

PART 2 -PRODUCTS

2.01 MATERIALS:

A. Materials for flexible base shall be crushed or un-crushed as necessary to comply with the requirements hereinafter specified.

B. Materials shall consist of durable course aggregate particles mixed with approved binding materials.

2.02 LIME STABILIZATION:

A. Where shown on the plans, or directed by the ENGINEER, material for flexible base shall be lime stabilized in accordance with the provisions of Section 02240.

2.03 TYPES:

A. Type A - Crushed or broken aggregate (excluding gravel aggregate).

B. Type B - Gravel Aggregate

C. Type C - Iron Ore Topsoil

D. Type D - Shell Aggregate with Sand Admixture

E. Type E - Shell Aggregate with Sand and Caliche Admixture

F. Type F - Caliche

G. Type G - Crushed Slag

H. Unless otherwise noted on the plans, the CONTRACTOR may use any one type of these types provided the material used meet the requirements set forth in the specification test limits herein.

2.04 GRADES:

A. Unless otherwise shown on the plans or directed by the ENGINEER, the final course of base material shall consist of Grades 1,2,3, or 4, as specified in Table 02601-1.

B. Base courses or sub-base materials, unless otherwise noted on the plans or directed by the ENGINEER, may consist of Grades 1, 2, 3, or 4, as specified in Table 02601-1.

C. All grades shall, when tested in accordance with standard laboratory test procedures, meet the physical requirements set forth in Table 02601-1.

D. Testing of flexible base materials shall be in accordance with the following test procedures:

TEST	TESTING PROCEDURE
Preparation for soil constants and sieve analysis	TEX-101-E
Liquid Limit	TEX-104-E
Plastic Limit	TEX-105-E
Plasticity Limit	TEX-106-E
Sieve Analysis	TEX-110-E
Wet Ball Mill	TEX-116-E
Triaxial Tests	TEX-117-E (Part I or II)

E. Unless otherwise specified on the plans, samples for testing the material for Soil constants, Gradation and Wet Ball Mill shall be taken prior to the compaction operations.

F. Unless otherwise specified on the plans, samples for triaxial tests shall be taken from the stockpile or from production, as directed by the ENGINEER, where stockpiling is required and from production where stockpiling is not required.

TABLE 02601-1

PHYSICAL REQUIREMENTS FOR FLEXIBLE BASE MATERIALS

	GRADES			
TYPES	**GRADE 1:**	**GRADE 2:**	**GRADE 3:**	**GRADE 4:**
	(Triaxial Class 1 Min compressive strength, psi: 45 at 0 psi lateral pressure and 175 at 15 psi lateral pressure.	(Traxial class 1 to 2.3) Min. compressive strength, psi: 35 at 0 psi lateral pressure and 175 at 15 psi lateral pressure.	(Unspecified Triaxial Class)	
TYPE A	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Crushed or Broken Aggregate (excluding gravel aggregate)	1-3/4..... 0 7/8"..... 10-35 3/8"..... 30-50 No. 4 ..... 45-65 No. 40 ..... 70-85 Max LL ..... 35 Max PI..... 10 **Wet Ball Mill** Max Amt..... 40 Max Increase in Passing No. 40 20	!-3/4".....0-10 No. 4 .....45-75 No. 40 .....60-85 Max LL .....40 Max PI.....12 **Wet Ball Mill** Max. Amt.....50 Max Increase in Passing No. 40 20	1-3/4" ..... 0-10 No. 40 ..... 60-85 Max LL .....45 Max PI.....15 **Wet Ball Mill** Max. Amt.....55 Max. Increase in Passing No. 40 20	As Shown On Plans
TYPE B	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Gravel Aggregate		1-3/4".....0-10 No. 4 .....30-75 No. 40 .....70-85 Max LL .....35 Max PI.....12	1-3/4" 0-5 No. 4 30-75 No. 40 ..... 65-85 Max. LL .....35 Max. PI.....12	As Shown On Plans
TYPE C	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Iron Ore Topsoil		2-1/2".....0 No. 40 .....50-85 Max. LL .....35 Max. PI.....12	2-3/4" .....0 No. 40 ..... 45-85 Max. LL .....35 Max. PI.....12	As Shown On Plans

TABLE 02601-1 CONT'D

TYPE D		**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Sand-Shell		1-3/4".....0-10 No. 4 .....45-65 No. 40 .....50-70 Max. LL .....35 Max. PI.....12	1-3/4" ..... 0-10 No. 40 ..... 45-65 Max. LL .....35 Max PI.....12	As Shown On Plans
TYPE E		**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Shell with Sand and Caliche		1-3/4".....0 No. 40 .....45-65 Max. LL .....35 Max. PI.....10	1-3/4" .....0 No. 40 .. .... 45-65 Max. LL .....35 Max. PI.....12	As Shown On Plans
TYPE F		**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Caliche		1-3/4".....0 No. 4 .....45-75 No. 40 .....50-85 Max. LL .....40 Max. PI.....12	1-3/4" .....0 No. 40 ..... 50-85 Max. LL .....40 Max. PI.....12	As Shown On Plans
TYPE G				
Crushed Blast Furnace Slag				As Shown On Plans

G. The limits establishing reasonable close conformity with the specified gradation and plasticity index are defined by the following:

1. The ENGINEER may accept the material, providing not more than 2 of 10 consecutive gradation tests performed are outside the specified limits on any individual or combination of sieves by no more than 5% and where no two consecutive tests are outside the specified limits.
2. The ENGINEER may accept the material providing not more than 2 of 10 consecutive plasticity index samples tested are outside the specified limit by no more than two points and where no two consecutive tests are outside the specified limit.

2.05 STOCKPILING:

A. When specified on the plans, the material shall be stockpiled prior to delivery on the road. The stockpile shall be not less than the height indicated and shall be made up of layers of material not to exceed the depth shown on the plans.

B. After a sufficient stockpile has been constructed as specified on the plans, the CONTRACTOR may proceed with loading from the stock- pile for delivery to the road.

C. In loading from the stockpile for delivery to the road, the material shall be loaded by making successive vertical cuts through the entire depth of the stockpile.

D. If the CONTRACTOR elects to produce the Type a material from more than one material or more than one source, each material shall be crushed separately and placed in separate stockpiles so that at least 75 percent of the material in the course aggregate stockpiles will be retained on the No. 4 sieve and at least 70 percent of the material in the fine aggregate stockpile will pass the No. 4 sieve.

E. The materials shall be combined in a central mixing plant in the proportions determined by the ENGINEER to produce a uniform mixture which meets all of the requirements of the specification. In the event that combinations of the materials produced fail to meet all of the specification requirements, the CONTRACTOR will be required to secure other materials which will meet specifications requirements.

F. The central mixing plant shall be either the batch or continuous flow type, and shall be equipped with feeding and metering devices which will add the materials into the mixer in the specified quantities.

G. Mixing shall continue until a uniform mixture is obtained.

PART 3 - EXECUTION

3.01 PREPARATION OF SUBGRADE:

A. Type roadbed shall be excavated and shaped in conformity with the typical sections shown on the plans and to the lines and grades as established by the ENGINEER.

B. All unstable or otherwise objectionable material shall be removed from the sub-grade and replaced with approved material.

C. All holes, ruts and depressions shall be filled with approved material and, if required, the sub-grade shall be thoroughly wetted with water and reshaped and rolled to the extent directed in order to place the sub-grade in an acceptable condition to receive the base material.

D. The surface of the sub-grade shall be finished to line and grade as established and in conformity with the typical section shown on plans, and any deviation in

excess of 1/2 inch in cross section and in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

E. Sufficient sub-grade shall be prepared in advance to insure satisfactory prosecution of the work.

F. Material excavated in the preparation of the sub-grade shall be utilized in the construction of adjacent shoulders and slopes or other- wise disposed on as directed, and any additional material required for the completion of the shoulders and slopes shall be secured from sources indicated on plans or as directed by the Engineer.

3.02 PLACEMENT OF FIRST COURSE - TYPE A, TYPE B, TYPE C, TYPE F, AND TYPE G MATERIAL:

A. Immediately before placing the base material, the sub-grade shall be checked as to conformity with grade and section.

B. The material shall be delivered in approved vehicles of a uniform capacity, and it shall be the charge of the CONTRACTOR that the required amount of specified material shall be delivered in each 100- foot station.

C. Material deposited upon the sub-grade shall be spread and shaped the same day.

D. In the event inclement weather or other unforeseen circumstances render impractical the spreading of the material during the first 24-hour period, the materials shall be scarified and spread as directed by the Engineer.

E. The material shall be sprinkled, if directed, and shall then be bladed, dragged and shaped to conform to typical sections as shown on plans.

F. All areas and "nests" of segregated coarse or fine material shall be corrected to removed and replaced with well graded material, as directed by the ENGINEER.

G. If additional binder is considered desirable or necessary after the material is spread and shaped, it shall be furnished and supplies in the amount directed by the ENGINEER. Such binder material shall be carefully and evenly incorporated with the material in place by scarifying, harrowing, brooming or by other approved methods.

H. The course shall be compacted by method of compaction hereinafter specified as the "Ordinary Compaction" method or the "Density Control" method of compaction as indicated on the plans, or as directed by the ENGINEER.

1. When the "Ordinary Compaction" method is to be used, the following provisions shall apply:

a) The course shall be sprinkled as required and rolled ad directed until a uniform compaction is secured. Throughout this entire operation,

the shape of the course shall be maintained by blading and the surface upon completion shall be smooth and in conformity with the typical sections shown on plans and to the established lines and grades.

b) In that area on which pavement is to be placed, any deviation in excess of 1/4 inch in cross section in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

c) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

2. When the "Density Control" method of compaction is to be used, the following provisions shall apply:

a) The course shall be sprinkled as required and compacted to the extent necessary to provide not less than the percent density as hereinafter specified under "Density".

b) In addition to the requirement specified for density, the full depth of the flexible base shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment.

c) After each section of flexible base is completed, tests as necessary will be made by the ENGINEER. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements.

d) Throughout this entire operation, the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical sections shown on the plans and to established lined and grades.

e) In that area on which pavement is to be placed, any deviation in excess of 1/4 inch in cross section in a length of 16 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

f) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

I. Should the base course, due to any reason or cause, lose the required stability, density or finish before the surfacing is complete, it shall be re-compacted and refinished at the sole expense of the CONTRACTOR.

J. Where Type C material is used, the material shall be scarified, thoroughly wetted, mixed, manipulated, and bladed so as to secure a uniformly wetted material, and pulled in over the sub-grade in courses and set under the action of blading and rolling. The work of mixing, blading, rolling, shaping, and subsequent maintenance shall be performed by the continuous use of sufficient number of satisfactory rollers and power maintainers with adequate scarifier attachments.

3.03 PLACEMENT OF FIRST COURSE - TYPE D MATERIAL:

A. Immediately before placing the base material, the sub-grade shall be checked as to conformity with grade and section, and corrections made if necessary.

B. All materials shall be delivered in approved vehicles of a uniform capacity.

C. The required amount of shell shall be uniformly spread across the section and allowed to dry sufficiently to insure proper slaking and mixing of the binder material. Immediately upon completion of the drying period, as determined by the ENGINEER, the specified amount of sand admixture as required to produce a combined material meeting the requirements hereinbefore specified, shall be spread uniformly across the shell.

D. The material shall then be sprinkled as required and thoroughly mixed by blading and harrowing, or other approved methods.

E. Failure to proceed with the placing of sand admixture or mixing and placing operations will be grounds for the suspension of placing of shell.

F. Under no conditions will the CONTRACTOR be allowed to place an excessive amount of shell without proceeding with the mixing and placing operations.

G. The course shall be compacted by the method of compaction hereinafter specified as the "Ordinary Compaction" method or the "Density Control" method of compaction as indicated on the plans, or as directed by the ENGINEER.

1. When the plans indicate that the "Ordinary Compaction" method is to be used, the following provisions shall apply:

a) After mixing, all material shall be windrowed, and then spread over the section in layers.

b) The layer shall not exceed 2 inches in loose depth.

c) If necessary to prevent segregation, the material shall be wetted in the window prior to spreading.

d) After each lift is spread, it shall be sprinkled and rolled to secure maximum compaction as directed by the ENGINEER. Succeeding layers shall then be placed similarly until the course is completed.

e) All areas and "nest of segregated coarse or fine material shall be corrected or removed and replaced with well graded material, as directed by the ENGINEER.

f) The course shall then be sprinkled as required and rolled as directed until a uniform compaction is secured.

g) Throughout this entire operation, the shape of the course shall be maintained by blading; and the surface, upon completion, shall be smooth and in conformity with the typical sections shown on plans, and to the established lines and grades.

h) In that area on which pavement is to be place, any deviation in excess of 1/4 inch in cross section in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

i) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

2. When the plans indicate that the "Density Control" method of compaction is to be used, the compaction method shall be the same as prescribed for Type A, Type B, Type C, Type F and Type G material.

H. When indicated on the plans or permitted by the ENGINEER, Type D material may be mixed in a central mixing plant and delivered to the road as a combined mixture. When this method is used, the combined mixture shall meet the requirements for type D material as hereinbefore specified and the placing and compaction requirement shall be the same as prescribed for Type A, Type B, Type C, Type F and Type G material.

3.04 PLACEMENT OF FIRST COURSE - TYPE E MATERIAL:

A. The construction methods for placing the first course of Type E material shall be the same as prescribed for Type D material except that after the shell and sand have been placed, the prescribed amount of caliche shall then be spread across the sand and shell.

B. The composite mixture shall then be sprinkled as required and thoroughly mixed by blading and harrowing or other approved methods.

C. Compaction of the first course of Type E material shall be the same as prescribed above for Type D material.

D. Failure to proceed with placing the sand and caliche admixture or mixing and placing operations will be grounds for the suspension of placing of shell.

E. Under no conditions will the CONTRACTOR be allowed to place an excessive amount of shell without proceeding with the mixing and placing operations.

3.05 PLACEMENT OF SUCCEEDING COURSES - ALL MATERIAL TYPES:

A. Construction methods shall be the same as prescribed for the first course.

B. Prior to placing the surfacing on the completed base, the base shall be "dry cured" to the extent directed by the ENGINEER.

3.06 DENSITY CONTROL:

A. When the "Density Control" method of compaction is indicated on the plans, each course of flexible base shall be compacted to the percent density shown on the plans.

B. The testing will be as outlined in Test Method Tex-114-E.

C. It is the intent of this specification to provide in that part of the base included in the top 8 inches immediately below the finished surface of the roadway not less than 100 percent of the density as determined by the compaction ratio method.

D. Field density determination shall be made in accordance with Test Method Tex-115-E.

3.07 TOLERANCES:

A. When tolerances are permitted by the plans, the limits establishing reasonable close conformity with percent density specified are defined by the following:

1. The ENGINEER may accept the work providing not more than 25 percent of the density tests performed each day are outside the specified density by no more than three pounds per cubic foot and where no two consecutive tests on continuous work are outside the specified limits.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Flexible base will be measure by the square yard of surface area of completed and accepted work based on the width of flexible base as shown on the plans.

1. The flexible base shall be measured for depth by the units of 2000 square yards, with one measurement taken at a location selected by the ENGINEER.
2. In that unit where flexible base is deficient by more than 1/2 inch in thickness, the deficiency shall be corrected by scarifying, adding material as required, reshaping and re-compacting by sprinkling and rolling.

3. No additional payment over the contract unit price will be made for any flexible base of a thickness exceeding that required by plans.

B. The CONTRACTOR shall schedule his operations in such a manner as to facilitate the measurement of the pay item.

C. The ENGINEER may accept the work provided no more than 2 out of 10 depth tests performed are deficient by not more 1/2 inch and where no two consecutive tests on continuous work are outside the specified depth.

4.02 PAYMENT:

A. The accepted quantities of flexible base of the type, grade, and compaction method specified will be paid at the contract unit bid price per square yard, complete in place.

B. Where "Ordinary Compaction" is used, all sprinkling, rolling, and manipulation required will not be paid for directly, but will be incidental to other bid items.

C. The unit prices bid shall each be full compensation for shaping and fine grading the roadbed; for securing and furnishing all materials, including all royalty and freight involved; for furnishing scales and labor involved in weighing the material when required; for loosening, blasting, excavating, screening, crushing and temporary stockpiling when required; for loading all materials for all hauling and delivering. on the road; for spreading, mixing, blading, dragging, shaping and finishing and for all manipulation, labor, tools and incidentals necessary to complete the work.

*** * * END OF SECTION * * ***

SECTION 02610

PRIME COAT

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION:

A. Prime coat shall consist of application of asphaltic materials on completed base course and/or other approved area, which shall be applied in accordance with these specifications, as shown on the plans, and as directed by the ENGINEER.

1.02 QUALITY ASSURANCE:

A. Test and Certification of Bituminous Materials.

1. Bituminous material is to be tested in accordance with the requirements of AASHTO M-82 and sampled in conformance with AASHTO T-40.
2. Supply, at the time of delivery of each shipment of asphalt, two certified copies of test reports, from supplying vendor, to the ENGINEER.
3. Test reports shall indicate name of vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, and result of specified tests.

   The test report, signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the specifications for type and grade indicated.

   Certified test reports and the testing required in the preparation of such report shall be at no cost to the COUNTY.

4. Final acceptance of bituminous materials shall be dependent on the determination by the ENGINEER that the material meets prescribed standards.

PART 2- PRODUCTS

2.01 MEDIUM CURING CUTBACK ASPHALT:

A. Medium-curing liquid asphalt, designated by the letters MC, shall consist of an un-cracked petroleum base stock, produced by the processing of asphaltic or semi-asphaltic base crude petroleum, blended with a kerosene-type solvent. The base stock for all MC materials shall be straight run asphalt produced within the penetration range of 100 to 300, and the end point of the kerosene type solvent shall not exceed 525 degrees F. Medium curing liquid cutback asphalt shall be free from water and show no separation.

B. Medium curing cutback asphalt shall consist of materials specified above and

conforming to the requirements set forth in Table 2610-1.

C. Unless otherwise noted on the plans or directed by the ENGINEER, cutback asphalt Grade MC-30 shall be used.

2.02 BLOTTER MATERIAL:

A. Supply blotter material consisting of native sand and/or sweepings from base course.

B. Native sand shall be local material obtained from approved sources as approved by the ENGINEER.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Unless otherwise specified on the plans or, required by the ENGINEER, only asphaltic material shall be used. Where required, a combination of asphaltic and blotter material shall be used.

B. Application of Asphaltic Materials Only.

1. Apply prime coat to prepared surface when ambient air temperature is above 40 degrees F. and is rising and shall not be applied when the ambient air temperature is below 50 degrees F. and falling.
2. Apply prime coat to surfaces that have been cleaned by sweeping or other approved methods and where base is thoroughly dry and satisfactory for receiving prime coat.
3. Apply prime coat to cleaned base, at a rate of 0.2 to 0.5 gallons per square yard of surface area, using an approved type of self-propelled pressure distributor so constructed and operated to distribute the material evenly and smoothly.
4. Provide necessary facilities for the determination of temperature of asphaltic material in all heating equipment and distributors; and for determination of rate at which it is applied; and for securing uniformity at the junction of two distributor loads.
5. Keep in clean and good working condition all storage tanks, piping, reports, booster tanks and distributors used in the storage and handling of asphaltic materials.
6. Operate all associated equipment in a manner such that there is no contamination of asphaltic material with foreign material.
7. Calibrate distributor and furnish ENGINEER with an accurate and satisfactory record of such calibrations.

TABLE 2610-1

Specification Designation	Test	AASHTO Test Method	ASTM MC Method		Grade MC 30	MC 70	MC 250	MC 800	MC 3000
Flash Point (Open Cleve) oF, Min.		T 48	D 92		100	100	150	150	150
Viscosity 140oF, Kinematic, CS		T 201	D 2170	60	30 to 140	70 to 500	250 to 1600	800 to 6000	3000 to
Furol Viscosity at 77 F. (Secs.)		T 72	D 88		75-150				
at 122 F. (Secs.)					60-120	300			
at 140 F. (Secs.)					125-250	to			
at 180 F. (Secs.)					100-200	600			
Distillation Distillate (% of Total Distillate to 680 F)		T 78	D 402						
to 437 F)					0-25	0-20	0-10	-0-	-0-
to 500 F					40-70	25-60	20-55	10-35	0-15
to 600 F					75-93	75-90	70-85	65-80	50-75
Residue from Distillation to 680 F Volume % by Difference Min.					50	55	67	75	80
Tests on Residue From Distillation Penetration at 77 F		T 49	D 5		120 to 250	120 to 250	120 to 250	120 to 250	120 to 250
*Ductility 77 F cm., Min.		T 51	D 113		100	100	100	100	100
Solubility in CC1 4, % Min.		T44	NONE	99.5	99.5	99.5	99.5	99.5	

Water, % Min.	T 55	D 95	0.2	0.2	0.2	0.2	0.2
Reaction to Spot Test	T 102**	-0-		-0-	-0-	-0-	-0-

* If penetration of residue is more than 200 and its ductility at 77 F is less than 100, the material will be acceptable if the ductility at 60 F is greater than 100.

** Using 85% Standard Naphtha and 15% Xylene.

NOTE: Viscosity tests may be made by either Kinematic or Furol test methods.

8. Recalibrates distributor, in a manner satisfactory to the ENGINEER, after the beginning of work, should the yield on the asphaltic material applied appear to be in error.
9. No traffic, hauling or placing of subsequent courses shall be permitted over freshly applied prime coat until authorized by the ENGINEER.
10. Apply asphaltic material at a temperature within 15 F of temperature of application selected by the ENGINEER based on temperature viscosity relationship noted in Table 2610-1.
11. Maintain surface until work is Blotter Material.

C. Application of Asphaltic and Blotter Material

1. Haul blotter material in vehicles of uniform capacity and placed on shoulders at spacings designated by the ENGINEER.
2. After application of asphaltic material as specified above, cover surface with blotter material as directed by the ENGINEER.
3. After application of blotter material, drag surface with approved drag broom, evenly and smoothly distributing the blotter material.
   Brooming or dragging operation shall continue, as directed by the ENGINEER, until the course has properly cured under traffic.

PART 4 - MEASUREMENT AND PAYMENT

4.01 PRIME COAT:

A. Asphaltic material for prime coat will be measured for payment at point of delivery on the project in gallons at applied temperature. Payment will be paid at the unit bid price for "Prime Coat".

B. When not listed as a separate contract pay item, prime coat shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all material, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

4.02 BLOTTER MATERIALS:

A. Blotter mater will be considered incidental to asphaltic material for prime coat with no direct payment or payment therefor.

*** * * * END OF SECTION * * * ***

SECTION 02612

HOT MIX ASPHALT CONCRETE PAVEMENT

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Hot mix asphalt concrete (HMAC) pavement shall consist of a binder course, a leveling up course, a surface course or a combination of the courses as shown on the plans, or as directed by the ENGINEER.

B. HMAC pavement shall be composed of a compacted mixture of mineral aggregate and asphaltic material, constructed on previously completed and approved sub-grade, sub-base course, base course, or existing pavement.

C. HMAC pavement shall be in accordance with the specifications herein and in conformity with the lines, grades, quantities and typical sections in the contract and/or as directed by the ENGINEER.

1.02 QUALITY CONTROL:

A. HMAC pavement and its constituent part shall conform to the ASTM, AASHTO and/or Texas SDHPT test methods noted below.

PART 2 PRODUCTS

2.01 ASPHALTIC MATERIALS

A. Asphalt cement binders shall be un-cracked petroleum asphalt and shall be carefully refined, by steam, vacuum, or solvent, from asphaltic or semi-asphaltic base crude petroleum at a temperature not to exceed 700 degrees F. Asphalt cements shall be free from thermal decomposition products and shall not be blended with any materials which have been subjected to cracking or produced from a crude petroleum source other than that of the original material. The asphalt cement shall not contain residues from non-asphaltic sources. Asphalt cement shall be homogeneous, free from water, and shall not foam when heated to 347 degrees F.

B. Paving asphalt shall be classified by penetration or viscosity and shall conform to the requirements set forth in one of the following tables as designated by the ENGINEER. The CONTRACTOR may supply asphalt meeting the requirements of one of the following tables provided that he obtains prior approval of the ENGINEER and with the provision that once approval has been obtained, that the CONTRACTOR will remain with that grade throughout the project.

TABLE 02612-1

Specification Designation	AASHTO Test Method	ASTM Test Method	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Flash Point (Open Cup Min.)	T48	D92		450	450	450	425	350
Penetration of Original Sample at 77 F	T49	D5	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Thin-Film Oven Loss Hours at 325 F, % Max	T179	D1754	0.75	0.75	0.75	0.75	1.00	1.00
Test of Residue from Thin-Film Oven Test % or Orig. Pen., Min.	T49	D5	52	50	50	50	50	50
Ductility at 77 F, cm. after Loss at 325 F, Min.	T51	D113	50	50	100	100	100	100
Solubility in CC1 4 Min.	T44*	None	99.5	99.5	99.5	99.5	99.5	99.5
Reaction to Spot Test	T102**	None	-0-	-0-	-0-	-0-	-0-	-0-

* Procedure No. 1 with CC1 4 substituted for CS2.

** Using 85% Standard Naphtha Solvent and 15% xylene,

TABLE 02612-2

	OA-30		OA-175*8		OA-400	
TYPE-GRADE	**MIN.**	**MAX.**	**MIN.**	**MAX.**	**MIN.**	**MAX.**
Penetration at 32 F, 200g., 60 sec.	15	--	--	--	--	--
Penetration at 77 F, 100g., 5 sec.	25	35	150	200	--	--
Penetration at 115 F, 50g., 5 sec.	--	65	--	--	--	--
Ductility at 77 F, 5 Original OA	2	--	70	--	--	--
Flash Point C.O.C., F	450	--	425	--	425	--
Softening Point, R. & B., F	185	--	95	130	--	--
Thin Film Oven Test, 1/8 in. Film 50g., 5 hrs., 325 F, % Loss by Wt.	--	0.4	--	1.4	--	2.0
Penetration of Residue, at 77 F, 100g., 5 sec. % of Original Pen	--	--	40	--	--	--
Ductility of Residue at 77 F, 5 cm/min., cms	--	--	--	100	--	--
Solubility in Trichloroethylene, %	99.0	---	99.0	---	99.0	---
Spot Test on Original OA	**Neg.**		**Neg.**		**Neg.**	
Float Test at 122 F, sec.	--	--	--	--	120	150
Test on 85 to 115 Pen. Residue* Residue by Wt., %	--	--	--	--	--	75
Ductility, 77 F, 5 cm/min.: Original Res., cms.	--	--	--	--	100	---
Subjected to Thin Film Test, cms	--	--	--	--	100	--

* Determined by Vacuum Distillation (by evaporation if unable to reduce by vacuum).

** For use with Latex Additive only

TABLE 02612-3

PROPERTIES	AC-1.5		AC-3		AC-5		AC-10		AC-20		AC-20	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Viscosity, 140 F stokes...	150	50	300	100	500	100	1000	200	2000	400	4000	800
Viscosity, 275 F stokes.....	0.7	--	1.1	--	1.4	--	1.9	--	2.5	--	3.5	--
Penetration, 77 F 100 g, 5 sec	250	--	210	--	135	--	85	--	55	--	35	--
Flash Point, C.O.C., F...	425	--	425	--	425	--	450	--	450	--	450	--
Solubility in trichloroethylene percent.....	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--
Test on residues from thin film oven test:												
Viscosity, 140 F stokes.....	--	450	--	900	1500	--	3000	--	6000	--	--	12000
Ductility, 77 F, 5 cms per min, cms	100	--	100	--	100	--	70	--	50	--	30	--
Spot Test.. . . .	Negative for all grades											

C. A minimum of two percent, by weight, latex additive (solid basis) shall be added to the OA-175 Asphalt or to AC-5 Asphalt when specified in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ration, B/S..... 70/30
Minimum solids content..... 67%

Solids content per gal. @ 67%..... 5.3 lbs.
Coagulum on 80-mesh screen..... 0.01% max.
Type Anti-oxidant.....staining
Mooney viscosity of Polymer(M/L 4@212F) 100 min.

PH of Latex ..... 9.4 - 10.5
Surface tension ..... 28 - 42 dynes/cm2

The finished latex-asphalt blend shall met the following requirements:

Viscosity at 140 F, stokes. ..... 1500 max.
Ductility at 39.2 F. 1 cm. per., cm ..... 100 min.

D. Asphalt content shall be within the limits noted below:

HMAC Type	Percent of Mixture by Weight	Percent of Mixture by Volume
"A"	3.5 - 7.0	8.0 - 16.0
"B"	3.5 - 7.0	8.0 - 16.0
"C"	3.5 - 7.0	8.0 - 16.0
"D"	4.0 - 8.0	9.0 - 19.0
"F"	3.5 - 6.5	8.0 - 16.0

E. At the time of delivery of each shipment of asphalt, the vendor supplying the material shall deliver to the purchaser certified copies of the test report which shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, and results of the above-specified tests. The test report shall be certified and signed by an authorized representative of the vendor that the product delivered conforms to the specifications for the type and grade indicated.

F. Until the certified test reports and samples of the material have been checked by the ENGINEER to determine their conformity with the prescribed requirements, the material to which such report relates an any work in which it may have been incorporated as an integral component will be only tentatively accepted by the COUNTY. Final acceptance will be dependent upon the determination of the ENGINEER that the material involved fulfills the requirements prescribed therefor. The certified test reports and the testing required in connection with the reports will be at the expense to the COUNTY.

G. Unless otherwise specified in these specifications or in the Supplementary Specifications, the various grades of paving asphalt shall be applied at a temperature range of from 210 F, the exact temperature to be determined by the ENGINEER.

H. Paving asphalt shall be heated in such a manner that steam or hot oils will not be introduced directly into the paving asphalt during heating. The CONTRACTOR shall furnish and keep on the site, at all times, an accurate thermometer suitable for determining the temperature of the paving asphalt.

I. HMAC asphalt shall be the grade having the highest penetration, within specified

limits, to produce a mix having a maximum stability of the compacted mixtures.

J. Only one (1) grade of asphalt shall be required unless otherwise shown on the plans or as required by the ENGINEER.

2.02 AGGREGATES:

A. HMAC aggregate will be tested in accordance with the following test:

AASHTO T-30	Mechanic Testing
AASHTO T-27	Passing No. 200 Sieve
AASHTO T-89	Liquid Limit
AASHTO T-96	Los Angeles Abrasion
AASHTO T-104	Soundness (Magnesium Sulfate)
ASTM C - 131	Resistance to Degradation
ASTM C - 136	Sieve Analysis
ASTM C -2419	Sand Equivalence Value
SDHPT Tex - 416 - E	Method of Calculating Plasticity Index of Solids
SDHPT Tex - 217 - F	(I & II) Determination of Deleterious Materials and Decantation Test
SDHPT Tex - 203 - F	Quality Test for Mineral Aggregates

B. Aggregates shall have an abrasion of not more than 40 for all course except the non-skid surface course, which shall have an abrasion of not more than 35.

C. When property proportioned, HMAC aggregate shall produce a gradation which will conform to the limitations for classification for HMAC type shown below, or as directed by the ENGINEER.

D. Course aggregate to be crushed limestone rock or crushed gravel with hydrated lime or limestone filler. (Crushed gravel shall be per Highway Department Specifications.)

E. Binder aggregate to be composed of 15% crushed limestone screening or as directed by the ENGINEER.

1. Type "A" - Course Graded Base Course

Percent Aggregate by

	Weight or Volume
Passing 2" sieve	100
Passing 1-3/4" sieve	95 to 100
Passing 1-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 40 sieve, retained on No. 10 sieve	5 to 21
Total retained on No. 10 sieve	68 to 84
Passing No. 10 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

2. Type "B" - Fine Graded or Leveling-Up Course

	Percent Aggregate by Weight or Volume
Passing 1" sieve	100
Passing 7/8" sieve	95 to 100
Passing 7/8" sieve	21 to 53
Passing 3/8" sieve, retained on 3/8" sieve	11 to 42
Passing No. 4 sieve, retained on NO. 10 sieve	5 to 26
Total retained on No. 10 sieve	58 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on NO. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

3. Type "C" - Course Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve, retained on 3/8" sieve	95 to 100
Passing 3/8" sieve, retained on No. 4 sieve	11 to 37
Passing No. 4 sieve, retained on No. 10 sieve	11 to 32
Total retained on No.10 sieve	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

4. Type "D" - Fine Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 1/2" sieve	to 100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No. 4 sieve	21 to 53
Passing No. 4 sieve, retained on No. 10 sieve	11 to 32
Total retained on No. 10 sieve	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

5. Type "F" - Fine Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No.10 sieve	58 to 73
Passing No. 10 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

2.03 PRIME COAT:

A. Prime coat, when specified on the plans, or as directed by the ENGINEER, shall be in accordance with Section 02610 - Prime Coat, and as specified herein.

B. Prime coat shall be applied to surfaces of bases at least 12 hours prior to placing the HMAC unless otherwise directed by the ENGINEER.

C. Asphalt prime shall be applied uniformly at the rate of 0.10 to 0.30 gallon per square yard or as directed by the ENGINEER. It shall be applied only when permitted by the ENGINEER and when the air temperature is not less than 40 F.

D. In order to prevent lapping at the junction of two applications, the distributor shall be promptly shut off. A hand spray shall be used to touch up all spots unavoidably missed by the distributor.

E. Immediately prior to application of the asphalt prime, an inspection will be made by the ENGINEER to verify that the base course has been constructed as specified. Also, all loose and foreign material shall be removed by light sweeping. Material so removed shall not be mixed with cover aggregate.

F. The surface to be primed shall be in a smooth an well-compacted condition, true to grade and cross section, and free from ruts and inequalities.

G. The pressure distributor used for applying prime coat material shall be equipped with pneumatic tires and shall be so designed and operated as to distribute the prime material in a uniform spray without atomization, in the amount an between the limits of temperature specified. It shall be equipped with a speed tachometer registering feet per minute and so located as to be visible to the truck driver to enable him to maintain the constant speed required for application at the specified rate.

H. The pressure distributor shall be equipped with a tachometer registering the pump speed, pressure gauge, and a volume gauge. The rates of application shall not vary from the rates specified by the ENGINEER by more than 10%. Suitable means for accuracy indicating at all times the temperature of the prime material shall be provided. The thermometer well shall be so placed as not to be in contact with a heating tube.

I. The distributor shall be so designed that the normal width of application shall not be less than 6 feet, with provisions for the application of lesser width when necessary. If provided with heating attachments, the distributor shall be so equipped and operated that the prime material shall be circulated or agitated through the entire heating process.

J. The asphalt prime coat should preferably be entirely absorbed by the base course and, therefore, require no sand cover. If, however, it has not been completely absorbed prior to the start of placing the asphalt concrete mixture and in the meantime it is necessary to permit traffic thereon, just sufficient sand shall be spread over the surface to blot up the excess liquid asphalt and prevent picking it up under traffic. Also, sand shall be used in areas where traffic may pass over the prime coat. Prior to placing the asphalt concrete, loose or excess sand shall be swept from the base. If a sand cover is specified in the Supplementary Specifications or noted on the plans to cover asphalt prime, it shall be applied within 4 hours after the application of said prime coat, unless otherwise ordered by the ENGINEER.

K. Liquid asphalt shall be prevented from spraying upon adjacent pavements, structures, guard rails, guide posts, culvert markers, trees, and shrubbery that are not to be removed; adjacent property and improvements; and other facilities or that portion of the traveled way being used by traffic.

L. The CONTRACTOR shall protect the prime coat against all damage and markings, both from and other traffic. Barricades shall be places where necessary to protect the prime coat. If, after prime coat has been applied satisfaction of the ENGINEER and has been accepted by him, it is distributed by negligence on the part of the CONTRACTOR, it shall be restored at his expense to its condition at the time of acceptance. No material shall be placed until the prime coat is in a condition satisfactory to the ENGINEER.

2.04 TACK COAT:

A. If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaces pavement, a tack coat shall be evenly and uniformly applied to such existing pavement preceding the placing of the asphalt concrete. The surface shall be free of water, all foreign material, or dust when the tack coat is applied. No greater area shall be treated in any one day than will be covered by the asphalt concrete during the same day. Traffic will not be permitted over tack coating.

B. Tack coat for HMAC shall consist of either rapid curing cut-back asphalt RC-2 diluted by addition of (not to exceed 15 percent by volume) an approved grade of gasoline and/or kerosene; emulsified asphalt, EA-11M diluted with 50 percent water, or a cut-back asphalt made by combining 50 to 70 percent of the asphaltic materials specified for the paving mixture with 30 to 50 percent gasoline and/or kerosene by volume.

C. Tack coat shall conform to the requirements of Section 02620 - Tack Coat, or as specified herein.

D. Application rate shall be 0.10 it 0.15 gallons per square yard as directed by the ENGINEER.

E. A similar tack coat shall be applied to the surface of any course if, in the opinion of the ENGINEER, the surface is such that a satisfactory bond cannot be obtained between it and the succeeding course.

F. When required, the contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with a tack coat immediately before the adjoining asphalt concrete is placed. Asphalt tack coat shall be applied in controlled amounts as shown on the plans or determined by the ENGINEER. Surfaces where a tack coat is required shall be cleaned to the satisfaction of the ENGINEER before the tack coat is applied.

2.05 MINERAL FILLER:

A. Mineral filler, other than hydrated lime, shall consist of a thoroughly dry stone dust, portland cement or other mineral dust approved by the ENGINEER.

B. The mineral filler shall be free from foreign or other deleterious matter.

C. When tested by the method outlines in SDHPT Test Method Tex-200-F (Part 1 or 3), mineral filler shall meet the following gradations by weight:

Passing No. 30 Sieve	95 to 100%
Passing No. 80 Sieve	75%
Passing No. 200 Sieve	55%

2.06 Anti-Stripping compound, as required in the job mix formula, shall be furnished in the amounts calculated therein.

2.07 JOB MIX FORMULA:

A. A job mix formula based on representative samples, including filler if required, shall be determines by the ENGINEER, or submitted by the CONTRACTOR for approval of the ENGINEER.

B. The resultant job mix formula shall be within the master range for the specified type of HMAC.

C. The job mix formula for each mixture shall established a single percentage of aggregate passing each required sieve size, and a single percentage of bituminous material to be added to the aggregate and shall provide for 3 to 5% air voids in the resultant design mix. During the mix design process the ENGINEER will consider other factors, in addition to air voids and Marshall stability, such as durability, water resistance and asphalt film thickness when developing the mix design.

D. After the job mix formula is established, mixtures for the project shall conform thereto within the following tolerances which may fall outside of the specified master range:

Passing 1-3/4" sieve, retained on 7/8" sieve ..... Plus or minus 5
Passing 7/8" sieve, retained on 3/8" sieve..... Plus or minus 5
Passing 5/8" sieve, retained on 3/8" sieve..... Plus or minus 5
Passing 3/8" sieve, retained on No. 4 sieve ..... Plus or minus 5
Passing No. 4 sieve, retained on No. 10 sieve ..... Plus or minus 5
Total retained on No. 10 sieve..... Plus or minus 5
Passing No. 10 sieve, retained on No. 40 sieve ..... Plus or minus 3
Passing No. 40 sieve, retained on No. 80 sieve ..... Plus or minus 3
Passing No. 80 sieve, retained on No. 200 sieve ..... Plus or minus 3
Passing No. 200 sieve..... Plus or minus 3

Asphaltic Material ..... Plus or minus 0.05 by weight or 1.2 by volume

Mixing Temperature..... Plus or minus 20 F

E. Asphaltic mixture shall be tested in accordance with SDHPT Test Method Tex-200-4 (Part I or Part III) and shall have the following laboratory values:

	Surface Course	Base Course
Density - Minimum	95%	95%
Maximum	99%	99%
Optimum	97%	97%

Stability - (Hveenm)		
Minimum	30%	30%
Maximum	45%	45%
Stability (Marshall - 75 Blow Briquette)	1500 lbs.	1500 - lbs.
Voids	3 - 7%	4 - 7%
Voids Filled With Asphalt	75 - 85%	65 - 80%
Sand Equivalent	40	40

2.08 EQUIPMENT:

A. All equipment for the handling of all material, mixing, and placing of HMAC shall be in accordance with the provisions of Texas SDHPT Item 340.

2.09 STOCKPILING, STORAGE, PROPORTIONING AND MIXING:

A. Stockpiling, storage proportioning and mixing operations shall be in accordance with the Provisions of Texas SDHPT Item 340.

PART 3 - EXECUTION

3.01 WEATHER AND TEMPERATURE LIMITATIONS:

A. Asphaltic mixture, when placed with a spreading and finishing machine, or the tack coat shall not be placed when the air temperature is 50 F and falling, but may be placed when the air temperature is 40 F and rising.

B. Asphaltic mixture, when placed with a motor grader, shall not be placed when the air temperature is 60 F and falling, but may be placed when the air temperature is 50 F and rising.

C. Mat thicknesses of 1> inches or less shall not be placed when the temperature on which the mat is to be laid is below 50 F.

D. No tack coat or asphaltic mixture shall be placed when the humidity, general weather conditions and temperature and moisture condition of the base, in the opinion of the ENGINEER, are unsuitable.

E. If, after being discharged from the mixer and prior to placing, the temperature of the asphaltic mixture is 50 F or more below the temperature established by the ENGINEER, all or any part of the load may be rejected and payment will not be made for the rejected material.

3.02 EQUIPMENT

A. Hauling Equipment:

1. Trucks used for hauling asphaltic mixtures shall have tight, clean, smooth metal beds which have been thinly coated with a minimal amount of paraffin oil, lime slurry, time solution or other approved material to prevent mixture adhesion to the bed.
2. The dispatching of hauling equipment shall be arranged so that all material delivered may be placed and all rolling completed during daylight hours, unless otherwise directed by the ENGINEER.
3. All trucks shall be equipped with a cover of canvas, or other suitable material to protect the mixture from weather or on hauls where the temperature of the mixture will fall below specified level. Use of covers will be as directed by the ENGINEER.

B. Rollers:

1. Pneumatic Tile Roller. This roller shall consist of not less than seven pneumatic tire wheels, running on axles in such manner that the rear group of tires shall cover the entire gap between adjacent tires of the forward group; mounted in a rigid frame; and provided with a loading platform or body suitable for ballast loading. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle. The tire shall afford surface contact pressures up to 90 pounds per square inch or more. The roller shall be so constructed as to operate in both a forward and a reverse direction with suitable provisions for moistening the surface of the tires while suitable provisions for moistening the surface of the tires while operating; and shall be approved by the ENGINEER.
2. Two Axle Tandem Roller. This roller shall be acceptable power-driver, steel-wheel, tandem roller weighing not less than eight tons. It must operate in forward and reverse directions; contain provision for moistening the surface of the wheels while in motion; and shall be approved by the ENGINEER.
3. Three Wheel Roller. This roller shall be an acceptable power-driven, all steel three wheel roller weighing not less than 10 tons. It must operate in forward and reverse directions; contain provisions for moistening the surface of the wheel while in motion; and shall be approved by the ENGINEER.
4. Vibratory Steel Wheel Roller. If approved for use by the OWNER, this roller shall have a minimum weight of six tons. The compactor shall be equipped with amplitude and frequency controls and shall be specifically designed to compact the material on which it is used. It shall be operated in accordance with the manufacturer's recommendations.

C. Straight Edges:

1. The CONTRACTOR shall provide an acceptable 16-foot straight-edges for surface testing. Satisfactory templates shall be provided as required by the ENGINEER.

D. Spreading and Finishing Machine:

1. Bituminous pavers shall be self-contained, power-propelled units, provided with an activated screed or a strike-off assembly, heated if necessary, and capable of spreading and finishing courses of bituminous plant mix material in lane widths applicable to the specified typical section and thickness shown on the plans.
2. The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in from of the screed. Design will be such that no part of the truck weight will be supported by the paver.
3. The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. When laying mixtures, the paver shall be capable of being operated at forward speeds consistent with satisfactory laying of the mixture. The screed shall be adjustable for both height and crown and shall be equipped with a controlled heating device.
4. The bituminous paver shall be equipped with an automatic leveling device controlled from an external guide. The initial pass for each course shall be made using a paver equipped with a 40-foot minimum external reference, except that this requirements will not apply when asphalt concrete is placed adjacent to portland cement concrete pavement. Subsequent passes may utilize the matching device of one foot minimum length riding on the adjacent lay.

3.03 CONSTRUCTION METHODS:

A. Spreading and Finishing:

1. The asphalt concrete mixture shall be laid on the approved surface, spread and struck off to the grade and elevation established. It shall be spread and compacted in layers as shown on the plans or as directed by the ENGINEER. Bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.
2. The ENGINEER will determine a minimum placement temperature, which is measured immediately behind the laydown machine, shall not vary more than 20 F.
3. A conventional paver or suitable equipment approved by the ENGINEER may be used to place asphalt concrete material on shoulders depressed from the traveled lanes in order to established a uniform typical section. Approval of the equipment used will be based upon the results obtained.

4. The asphalt concrete may be dumped from the hauling vehicles directly into the paving machine or it may be dumped upon the surface being paved and subsequently loaded into the paving surface being paved and subsequently loaded into the paving machine; however, no asphaltic concrete shall be dumped from the hauling vehicles at a distance greater than 250 feet in

front of the paving machine. When asphaltic concrete is dumped first upon the surface being paved, the loading equipment shall be self-supporting and shall not exert any vertical load on the paving machine. Substantially all of the asphaltic concrete dumped shall be picked up and loaded into the paving machine.

5. To achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant. Sufficient hauling equipment shall be available to insure continuous operation.
6. The control system shall control the elevation of the screed at each end by controlling the elevation of one end directly and the other indirectly either through controlling the transverse slope or alternately when directed, by controlling the elevation of each end independently, including any screed attachment used for widening, etc. Failure of the control system to function properly shall be cause for the suspension of the asphaltic concrete operations.
7. When dumping directly into the paving machine from trucks, care shall be taken to avoid jarring the machine or moving it out of alignment.
8. All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the ENGINEER deems the use of self-propelled paving machines impracticable.
9. Self-propelled paving machines shall spread the asphaltic concrete without segregation or tearing within the specified tolerances, true to the line, grade, and crown indicated on the plans. Pavers shall be equipped with hoppers and augers which will place the asphaltic concrete evenly in front of adjustable screeds without segregation. Screeds shall include any strike-off device operated by tamping or vibrating action which is effective without tearing, shoving or gouging the asphaltic concrete and which produces a finished surface of an even and uniform texture for the full width being paved. Screeds shall be adjustable as to height and crown and shall be equipped with a controlled heating device for use when required.
10. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked, fluted and compacted with hand tools. For such areas the mixture shall be dumped, spread and screed to give the required compacted thickness.

B. Compaction:

1. Rolling with the 3-wheel and tandem roller shall start longtitudally at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels.

2. Alternate trips of the roller shall be slightly different in length.
3. Rolling with a pneumatic tired roller shall be as directed by the ENGINEER.
4. Rolling shall continue with no further compression can be obtained and all roller marks are eliminated
5. The motion of the roller shall be slow enough at all times to avoid displacement of asphaltic materials. If displacement occurs, it shall be

corrected immediately by use of rakes and fresh asphaltic mixtures, where required.

6. The roller shall not be allowed to stand on the surface course when it has not been fully compacted and allowed to cool.
7. To prevent adhesion of the surface course to the roller, the wheels shall be kept thoroughly moistened with water; however, excess water shall not be allowed.
8. All precautions shall be taken to prevent dripping of gasoline, oil, grease, or other foreign substances on the surface or base courses during rolling operations or while rollers are standing.
9. With the approval of the ENGINEER, a vibratory steel wheeled roller may be substituted for the 3-wheel roller and tandem roller.
10. Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or with mechanical tampers. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.
11. Any mixture that becomes loose, broken, mixed with dirt, segregated, or is in any way defective shall be removed and replaced with fresh hot bituminous mixture, which shall be compacted to conform with the surrounding area. Any area showing excess or deficiency of bituminous material shall be corrected immediately as directed by the ENGINEER.

C. In-Place Density:

1. In-place density shall be required for all mixtures except thin irregular depth leveling courses.
2. Each course, after final compaction, shall have a density of not less than 95 percent of the density developed in the laboratory test method outlines in Texas SDHPT Bulletin C-14.
3. Density shall be determined with a portable nuclear test device in conformity with ASTM D-2950.76.
4. Calibration of the portable nuclear device will be established by the ENGINEER from cut pavement samples tested in accordance with AASHTO T-166 (weight, volume method). The density readings of the cut pavement samples determined in accordance with AASHTO T-166 (weight, volume method), and the density readings of the pavement samples determined by the portable nuclear test device in conformity with ASTM D 2950 will be correlated by the ENGINEER.
5. Other methods of determining in-place density may be used as deemed necessary by the ENGINEER.
6. It is intended that acceptance density testing will be done while the bituminous mixture is hot enough to permit further compaction if necessary. If the density of an acceptance section does not meet the specified requirements, the CONTRACTOR shall continue the compaction effort until the optimum density is obtained, but rolling for any compactive effort will not be allowed when the temperature of the mix is below 175 F unless authorized in writing by the ENGINEER. Rerolling the paved surface after it has initially cooled will not be allowed.

7. If in-place density tests of the mixture produce a value lower than specified and in the opinion of the ENGINEER is not due to a change in the quality of the material, production may proceed with subsequent changes in the mix and/or construction procedures until in-place density equals or exceeds the specified density.
8. In-place density tests will be provided by the ENGINEER unless otherwise specified.

D. Joints:

1. Placing of the asphalt concrete shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the ENGINEER.
2. When plant mix bituminous pavement is places over plant mix bituminous treated base or when plant mixed seal coat is places over plant mix bituminous pavement, longitudinal joints shall be staggered at least 6 inches with relation to the longitudinal joints of the underlying course.
3. Transverse joints shall have two foot or 12:1 minimum taper. Longitudinal joints shall have a one foot or 6:1 minimum taper. All transverse tapers shall be cut and squared off prior to commencing new work. Tapered longitudinal joints from previous operations shall be cleaned and tack coated if directed by the ENGINEER. All joints shall be completely bonded. The surface of each course at all joints shall be smooth and shall not show any deviations in excess of 3/16 of an inch when tested with a 10-foot straightedge in any direction.
4. When paving under traffic the CONTRACTOR shall plan his daily surfacing operations on a schedule which will result in not more than one (1) day's operation of exposed longitudinal joints. The longitudinal joints shall not have a height greater than two (2) inches and shall not be left exposed longer than 24 hours.

E. Surface Tolerance:

1. Upon completion, the pavement shall be true to grade and cross section. Except at intersections or any changes of grade, when a 16 foot straight edge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straight edge more than 1/16-inch per foot. Areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. After the completion of final rolling, the smoothness of the course shall be checked, and the irregularities that exceed the specified tolerances or that retain water on the surface shall be corrected by removing the defective work and replacing with new material as directed by the ENGINEER at the expense of the CONTRACTOR.

F. Manholes and Valve Covers:

1. Manhole frames and valve covers shall be adjusted prior to placing the surface course.

G. Compacted Thickness of HMAC surface and Base Courses:

1. Surface Courses. The compacted thickness or depth of the asphaltic concrete surface course shall be as shown on the plans. Where the plans require a depth or thickness of the surface course greater than two inches compacted depth, same shall be placed in multiple courses of equal depth, each of which shall not exceed two inches compacted depth. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple courses, it shall be applied at the rate as directed.
2. Base Courses. The compacted thickness or depth of each base course shall be as shown on the plans. Where the plans require a depth or thickness of the course greater than 4 inches, same shall be accomplished by constructing multiple lifts of approximately equal depth, each of which shall not exceed these maximum compacted depths. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple lifts, it shall be applied as herein before specified and at the rate as directed.

H. Pavement Thickness Tests:

1. Pavement Thickness Test. Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness test shall be made by the ENGINEER or his authorized representative unless otherwise specified in the special provisions or in the plans. The number and location of tests shall be at the discretion of the OWNER. The cost for the initial pavement thickness test shall be at the expense of the ENGINEER. In the event a deficiency in the thickness of pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the CONTRACTOR's expense. The cost for the additional coring test shall be at the same rate charged by commercial laboratories.

I. Price Adjustment for Roadway Density:

1. The pavement of the unit price will be adjusted for roadway density as outlined in the following table. The adjustment will be applied on a lot by lot basis for each lift. The adjustment will be based on the average of five density tests. The price adjustment will be applied to the entire asphalt concrete mix which includes the HMAC aggregate, the asphalt cement and anti-stripping compound, is used.

Average Density **% of Lab Density**	**Percent of Contract Price To Be Paid**
Above 95%	100%
94.0 to 94.99	96%
93.0 to 93.99	91%

92.0 to 92.99	85%
Less than 92.0	*

* This lot shall be removed and replaced to meet specification requirements as ordered by the ENGINEER. In lieu thereof, the CONTRACTOR and the ENGINEER may agree in writing that for practical purposes, the lot shall not be removed and will be paid for at 50% of the contract price.

PART 4 - MEASUREMENT AND PAYMENT

4.01 INCIDENTAL WORK:

A. Prime coat, anti-stripping compound, where used and tack coat shall not be measured for direct payment, but shall be considered as subsidiary work pertaining to the placing of asphaltic mixtures of the contract price.

4.02 MEASUREMENT:

A. Hot-mix asphalt concrete material shall be measured by the ton of 2,000 pounds or by the square yard of the type or types used in the completed and accepted work.

B. Weight shall be determined by a certified scale approved by the OWNER and recorded serially numbered weight tickets, identifying the vehicle and presented to the ENGINEER's representative on the job.

4.03 PAYMENT:

A. Work performed and materials furnished, as prescribed by this item, measured as provided herein, shall be paid at the unit bid price per ton or square yard for the type or types of hot mix asphalt concrete pavement shown on the proposal.

B. Unit bid price shall be payment in full for quarrying; furnishing all materials; for all heating; mixing; hauling; cleaning existing base course or pavement; placing asphaltic mixtures; rolling and finishing; and for all labor, tools, equipment and incidentals necessary to complete the work, including the work and materials involved in the application of prime coat and tack coat.

*** * * END OF SECTION * * ***

SECTION 02660

CONCRETE CURB AND GUTTER AND VALLEY GUTTER

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. This work shall consist of the construction of concrete curb, concrete curb and gutter, concrete gutter or valley gutter, or combination thereof in compliance with these specifications, lines, grades, and details shown on the plans, or as directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Concrete and manufactured curb and gutter materials shall be subject to inspection and tests at plants and construction sites for compliance with quality requirements.

B. Concrete curb and gutter or concrete valley gutter shall be constructed with concrete conforming to the provisions of Section 02614 - Portland Cement Concrete Paving, or Class "B" concrete conforming to the requirements of Section 03300 - Cast-In-Place Concrete.

C. Preformed expansion Joint Filler shall conform to the requirements of AASHTO M-33 or M-153.

D. Linseed Oil shall conform to the requirements of AASHTO D-260.

E. Mineral Spirits shall conform to the requirements of AASHTO D-235.

2.02 FOUNDATION

A. Concrete curb and gutter or concrete valley gutter shall be placed on an approved foundation conforming to the requirements of the following City Of McAllen Specifications:

1. Section 02210 - Subgrade Preparation,
2. Section 02601 - Flexible Base,
3. Section 02230 - Roadway Excavation, Borrow, and Embankment.

PART 3 - EXECUTION

3.01 EXCAVATION

A. When required, excavation shall be made to the specified depth, and the base upon which the curb and gutter or valley gutter is to be placed shall be compacted to a firm, even surface conforming to the requirements of Subsection 2.02 above.

B. All soft and unacceptable material shall be removed an replaced with material approved by the ENGINEER in conformance with the requirements of Subsection 2.02 above.

3.02 FORMS

A. Forms shall be of wood or metal, straight, free from warp, and of such construction that there will be no interference to the inspection of grade or alignment.

B. All forms shall extend for the entire depth of the curb and gutter and shall be braced and secured sufficiently so that no deflection from alignment or grade will occur during the placing of the concrete. Flexible forms shall be used in curved sections so that the top surface of the forms will form a smooth, continuous arc.

3.03 MIXING AND PLACING

A. Concrete shall be proportioned, mixed, and placed in accordance with the requirements of Section 02614 and Section 03300.

B. Compaction of the concrete placed in forms shall be by vibration or other acceptable methods.

C. Unless otherwise provided, the exposed surfaces of curbs and gutters shall be finished by belting or with wooden floats. Forms shall be left in place until the concrete has set sufficiently so that they can be removed without injury to the curb and gutter.

3.04 SECTIONS

A. Curb and gutter shall be constructed in sections having a uniform length of 20 feet, unless otherwise directed by the ENGINEER. Sections shall be separate by open joints 1/8 inch wide except at expansion joints.

3.05 EXPANSION JOINTS

A. Expansion joints shall be formed at the intervals shown on the plans using a performed expansion joints filler having a thickness of 3/4 inch.

B. When the curb and gutter is constructed adjacent to or on concrete pavement, expansion joints, shall be located opposite or at expansion joints in the pavement.

3.06 CURING

A. Immediately upon completion of the finishing, the curb and gutter shall be moistened and kept moist for 3 days, or the curb and gutter shall be cured by the use of membrane-forming material. The method and details of curing shall be subject to the approval of the ENGINEER.

3.07 SURFACE TREATMENT

A. The surface of concrete curb and gutter or concrete valley gutter shall be treated with a solution of Linseed Oil and Mineral Spirits in accordance with the applicable requirements of Section 03300 - Cast-In-Place Concrete.

3.08 BACKFILLING

A. After the concrete has set sufficiently, the spaces in front and back of the curb shall be refilled to the required elevation with material approved by the ENGINEER, and shall be thoroughly tamped in layers of not more than 6 inches.

3.09 SLIP-FORM CONCRETE CURB, CONCRETE CURB AND GUTTER OR CONCRETE VALLEY GUTTER

A. Any concrete curb or concrete curb and gutter, except on structures, may be placed using a slip form machine provided that the finished concrete curb or concrete curb and gutter is true to line and grade and the concrete is dense and of the required surface texture.

B. The concrete shall be of a consistency that it will maintain the shape of the concrete curb or concrete curb and gutter section without support after slip forming.

C. The top and face of the finished concrete curb or concrete curb and gutter shall be true an straight and the top surface of the concrete curb or concrete curb and gutter shall be of uniform width and free from humps, sags, or other irregularities.

D. The forming portion of the slip form machine shall be readily adjustable vertically during the forward motion of the slip from machine to provide a variable height of concrete curb or concrete curb and gutter grade when necessary. A grade line gauge or pointer shall be attached to the slip form machine in such a manner that a continual comparison can be made between the concrete curb or concrete curb and gutter grade as indicated by the offset guidelines.

E. Concrete shall be fed to the slip form machine at a uniform rate. The slip form machine shall be operated under sufficient uniform restraint to forward motion to produce a well compacted mass of concrete free from surface pits larger than 3/16 inch in diameter and requiring no further finishing, other than light brushing with a wet brush. Finishing with a brush application of grout will not be permitted.

F. Transverse weakened plane and expansion joints shall be constructed at right angles to the line of the concrete curb, concrete curb and gutter, or concrete valley gutter.

G. Expansion joints may be constructed by sawing through the concrete curb or concrete curb and gutter section to its full depth. The width of the cut shall be such as to admit the joint filler with a snug fit.

H. The operations of sawing and inserting the joint filler shall be completed before curing the concrete. At the conclusion of the curing period the filler in each joint shall be checked for tightness of fit. The loose filler in any joint shall be mortared in place and cured.

I. Excavation shall be as per Subsection 2.02 above.

J. All remaining provisions of Subsection 2.02 above also apply, unless otherwise specified.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Curb and gutter, curb, and valley gutter shall be measured by the linear foot.

1. Curb shall be measured along the front face of the section at the finished grade elevation.

2. Combination curb and gutter will be measured along the face of the curb at the flowline of the gutter.

3. Valley gutter will be measured along the flowline of the gutter.

B. A deduction in length shall be made for drainage structures, such as catch basins or inlets, in the curb, gutter, or combination thereof.

C. There will be no direct measurement or payment of materials used to construct curb and gutter, curb or valley gutter.

D. Excavation or construction of embankment for foundation of curb, valley gutter, or combination curb and gutter will not be measured for payment.

4.02 PAYMENT

A. The accepted quantities of curb, valley gutter, and curb and gutter will be paid for at the contract unit bid price per linear foot for each kind and type specified complete in place.

B. Foundation preparation by excavating or constructing embankment to the required sub-grade elevation is considered incidental to the completion of the work and no direct payment will be made thereof.

C. Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * * END OF SECTION * * * ***

SECTION 02780

FLAT WHEEL ROLLING

PART 1- GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of the compaction of subgrade, embankment, flexible base, surface treatments and asphalt surfaces by the operation of approved power roller as herein specified and as directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

A. Embankments and Flexible Bases

1. Power rollers shall be of the 3-wheel, self-propelled type, weighing not less than 10 tons and shall provide a compression on the rear wheels of not less than 325 pounds per linear of wheel width. All wheels shall be flat.

2. The rear wheels shall have a diameter of not less than 48 inches and each shall have a wheel width of not less than 20 inches.

B. Surface Treatments and Pavements

1. Power rollers shall be the 3-wheel or tandem, self-propelled type, weighing not less than 3 tons nor more than 6 tons. All wheels shall be flat.

2. Rollers shall be equipped with an adequate scraping or cleaning device on each wheel.

3. Rollers used to compact asphalt mixture shall be equipped with a water system which will keep all tires uniformly wet.

4. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other compacting in the same period of time as the specified equipment. If the substituted compaction within the same period of time as would be expected of the specified equipment, as determined by the ENGINEER, its use shall be discontinued.

5. Rollers shall be maintained in good repair and operating condition and shall be approved by the ENGINEER.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Subgrades, Embankments and Flexible Base

1. The subgrade or embankment layer or the base course shall be sprinkled if directed and rolling with a power roller shall start longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the rear wheel of the power roller.

2. On super-elevated curves, rolling shall begin at the low sides and progress toward the high sides. Alternate trips of the roller shall be slightly different in length.

3. The rollers, unless otherwise directed, shall be operated at a speed between 2 and 3 miles per hour.

B. Surface Treatments and Pavements

1. Rolling shall be done to produce a satisfactory surface as called for in surface treatment and pavement items.

2. The sequence of work shall be as indicated for embankment layer or base course.

3. The operating speed shall be determined by the CONTRACTOR.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional compensation will be made for materials, equipment or labor required by this item, but shall be considered incidental to the other items included in the contract.

*** * * END OF SECTION * * ***

SECTION 02782

PNEUMATIC TIRE ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of the compaction of embankment, flexible base, surface treatments or pavements by the operation of approved pneumatic tire rollers.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS:

A. When used on seal coats, asphaltic surface treatments and bituminous mixture pavements, the roller shall be self propelled and equipped with smooth tread tires with 45 psi tire pressure.

B. The roller shall be so constructed as to be capable of being operated in both a forward and a reverse direction.

C. When used on bituminous mixture pavements, the roller shall have suitable provision for moistening the surface of the tires while operating.

D. When turning is impractical or detrimental to the work and when specifically directed by the ENGINEER, the roller shall be of the self-propelled type.

E. In lieu of the rolling equipment specified, the CONTRACTOR may operate other compacting equipment that will produce equivalent relative compaction in the same period of time as the specified equipment. If the substituted compaction equipment fails to produce the desired compaction within the same period of time, its use shall be discontinued.

F. Rollers shall be maintained in good repair and operating condition and shall be approved by the ENGINEER.

2.02 LIGHT PNEUMATIC TIRE ROLLER:

A. The light pneumatic tire roller shall consist of not less than 9 pneumatic tire wheels, running on axles in such manner that the rear group of tires will cover the entire gap between adjacent tires of the forward group and mounted in a rigid frame and provided with a loading platform or body suitable for ballast loading.

B. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle.

C. The pneumatic tire roller under working conditions shall have an effective rolling width of approximately 60 inches and shall be so designed that by ballast loading the total load be varied uniformly from 9,000 pounds or less to 18,000 pounds or more.

D. The roller shall be equipped with tires that will afford ground contact pressures to 45 pounds per square inch or more. The operating load and tire air pressure shall be within the range of the manufacturer's chart. The roller under working conditions shall provide a uniform compression under all wheels.

E. Individuals tire inflation pressures shall be within +5 psi of each other.

F. The pneumatic tire roller shall be drawn by either a suitable crawler type tractor, a pneumatic tired tractor, a truck of adequate tractive effort or may be of the self-propelled type and the roller, when drawn or propelled by either type of equipment, shall be considered a light pneumatic tire roller unit.

2.03 MEDIUM PNEUMATIC TIRE ROLLER (TYPE A):

A. The medium pneumatic tire roller (Type A) shall consist of not less than 7 pneumatic tired wheels, running on axles in such manner that the rear group of tires will cover the entire gap between adjacent tires of the forward group and mounted in a rigid frame and provided with a loading platform or body suitable for ballast loading.

B. The front axles shall be attached to the frame in such a manner that the roller may be turned within a minimum circle. The pneumatic tire roller, under working conditions, shall have an effective rolling width of approximately 84 inches and shall be so designed that, by ballast loading, the total load may be varied uniformly from 23,500 pounds or less to 50,000 pounds or more.

C. The roller shall be equipped with tires that will afford ground contact pressures to 80 pounds per square inch or more. Individual tire inflation pressures shall be within +5 psi of each other.

D. The operating load and tire air pressure shall be within the range of the manufacturer's chart.

E. The pneumatic tire roller shall be drawn by either a suitable crawler type tractor, a pneumatic tired tractor, a truck of adequate tractive effort or may be of the self-propelled type.

F. The roller, when drawn or propelled by any type of equipment, shall be considered a medium pneumatic tire roller unit.

G. The power unit shall have adequate tractive effort to properly move the operating roller at variable uniform speeds up to approximately 5 miles per hour.

2.04 MEDIUM PNEUMATIC TIRE ROLLER (Type B):

A. The medium pneumatic tire roller (Type B) shall conform to the requirements for Medium Pneumatic Tire Roller (Type A) as specified above, except that the roller shall be equipped with tires that will afford ground contact pressures to 90 psi or more.

PART 3 -EXECUTION

3.01 CONSTRUCTION METHODS:

A. The embankment layer or the base course be sprinkled if directed and rolling with a pneumatic tire roller shall start longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 of width of the pneumatic tire roller.

B. On super-elevated curves, rolling shall begin at the low sides and progress towards the high sides.

C. Alternative trips of the roller shall be slightly different in length.

D. The light pneumatic tire roller shall be operated at speeds between 2 and 6 miles per hour for asphalt surfacing work and all other work.

E. The medium pneumatic tire roller shall be operated at speeds which produce a satisfactory product.

F. Sufficient rollers shall be provided to compact the material in a satisfactory manner. When operations are so isolated from one another that 1 roller unit cannot perform the required compaction satisfactorily, additional roller units shall be provided.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional compensation will be made for materials, equipment or labor required by this item, but shall be considered subsidiary to the various items of the contract.

*** * * END OF SECTION * * ***

SECTION 02786

PROOF ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION WORK:

A. This work shall consist of furnishing and operating heavy pneumatic tired compaction equipment for testing the compaction of embankment, sub-grade or flexible base.

B. Proof roll is to be used to locate unstable areas.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

A. The proof rolling equipment shall consist of not less than 4 pneumatic tired wheels, running on axles carrying not more than 2 wheels and mounted in a rigid frame and provided with loading platform or body suitable for ballast loading.

B. All wheels shall be arranged so that they will carry approximately equal loads when operating on uneven surfaces.

C. The proof roller under working conditions shall have a rolling width of from 8 feet to 10 feet and shall be so designed that, by ballast loading, the gross load may be varied uniformly from 25 tons to 50 tons.

D. The tires shall be capable of operating under the various loads with variable air pressure up to 150 pounds per square inch. The operating load and tire pressure shall be within the range of the manufacturer's chart as directed by the ENGINEER.

E. The proof roller shall be drawn by a suitable crawler type tractor or rubber tire tractor of adequate tractive effort or may be of self-propelled type. There shall be a sufficient quantity of ballast available to load the equipment to a maximum gross weight of 50 tons.

F. Rubber tired tractive equipment shall be used on base courses.

G. Other type tractive equipment may be used on embankment sub-grade.

H. The heavy pneumatic tire roller unit shall be capable of turning 180 degrees in the crown width.

I. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other equipment that will produce equivalent results as the specified equipment. If the substituted equipment fails to produces the desired results as would be expected of the specified equipment as determined by the ENGINEER, its use shall be discontinued.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. This work shall be done to proof all prepared sub-grades and flexible base courses or as directed by the ENGINEER.

B. On embankment compaction, each layer will be placed to specified thickness at optimum moisture and compacted with conventional equipment to comply with the requirements of the governing embankment item.

C. Prior to placing the overlaying course, the layer shall be proof rolled as directed by the ENGINEER.

D. When the operation of the proof rolling unit shows an area to be unstable or non-uniform, such area shall be brought to satisfactory stability and uniformity by additional compaction, by removal of unsuitable materials or replacement with suitable materials and re-compaction.

E. The surface tested shall then be checked for conformity with line and grade and any irregularities corrected.

F. Roller shall be operated at speeds between 2 and 6 miles per hour or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional payment will be made for the materials, equipment or labor required by this item, but shall be considered subsidiary to the various items included in the contract.

*** * * END OF SECTION * * ***

SECTION 03300

CAST-IN-PLACE-CONCRETE

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK COVERED:

A. Mixing, placing, finishing and providing all related services necessary to construct all cast-in-place concrete work indicated on plans.

1.02 QUALITY ASSURANCE:

A. Comply with the latest published edition of the American Concrete Institute (ACI) and American Society of Testing and Materials (ASTM) standards and codes:

1. ACI 315 - Manual of Standard Practice for Detailing.
2. ACI 318 - Building Code Requirements for Reinforced Concrete.
3. ACI 347 - Recommended Practice for Concrete Formwork.
4. ASTM A36 - Structural Steel.
5. ASTM C33 - Concrete Aggregates.
6. ASTM C39 - Concrete Strength of Molded Concrete Cylinders.
7. ASTM C94 - Ready-Mixed Concrete.
8. ASTM C143 - Slump of Portland Cement Concrete.
9. ASTM C150 - Portland Cement.
10. ASTM C309 - Liquid Membrance-Forming Compounds for Curing Concrete.
11. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
12. ACI 301 - Specification for Structural Concrete for Building.

B. Submit compliance submittals as specified in Division 1, including but not limited to the following: bar schedule, bar details, shop drawings including size and location of openings, water stops, joint systems and curing method.

C. Submit proposed concrete mix proportions to ENGINEER prior to placing concrete.

PART 2 - PRODUCTS

2.01 PORTLAND CEMENT:

A. Type I, Type II or Type III conforming to ASTM C150 as modified by Texas Department of Highways and Public Transportation, 1982 Standard Specifications.

B. Type I or Type II cement may be used unless Type II is specified.

C. Except when Type II specified, Type III may be used when the anticipated air temperature for the succeeding 12 hours will not exceed 60□F.

D. Type III may be used in all precast pre-stressed concrete except in piling when Type II cement is required for substructure concrete.

E. All cement used in a monolithic placement shall be of the same type.

F. May be either bagged or bulk. Partially set or caked cement will be rejected.

G. All types of cements shall be "low-alkali" cements.

2.02 WATER:

A. Clear, fresh, free from injurious amounts of oil, alkaline, acid or organic matter or other deleterious substances and shall not contain more than 1000 parts per million of chlorides as CL nor more than 1000 parts per million of sulfates as SO_4.

B. The sand, or mixture of sand, comprising a single fine aggregate, shall consist of clean, hard, durable, un-coated grains and shall be essentially free from clay lumps, salt or alkali, and other foreign material.

C. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	3.0%
Other deleterious substances such as coal, shale, coated grains and soft flaky particles	3.0%

An additional loss of 2% by decantation may be allowed, provided this new additional loss is material of the same quality as specified for fine aggregate or mineral filler.

D. Gradation, percent of weight retained:

Sieve Size	% Retained
3/8 inch	0
No. 4	0 - 5
No. 8	0 - 20
No. 16	0 - 50
No. 30	0 - 75
No. 50	0 - 90
No. 100	0 - 100
No. 200	0 - 100

E. Fineness Modulus: for Grade 1 only - 2.3 minimum, 3.1maximum.

F. Miner Filler:

1. May be added upon written authorization of ENGINEER.
2. Shall be stone dust or clean crushed sand, or other approved inert material.
3. Shall not exceed 5% of the fine aggregate.
4. Shall meet the following requirements:

Passing No. 30 sieve	95 to 100%
Passing No. 100 sieve	70 to 100%

2.04 COARSE AGGREGATE:

A. Crushed stone, gravel, crushed gravel, crushed blast furnace slag or a combination of these.

B. Gravel and crushed gravel shall consist of clean, hard durable particles, free from adherent coating, thin or elongated pieces, soft or disintegrated particles, dirt, organic or deleterious substances, salt or alkali, and other foreign material.

C. Crushed stone shall consist of the clean, dust free product resulting from crushing of stone. There shall be no adherent coatings, clay, loam organic or deleterious substance, salt or alkali, and other foreign material.

D. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	1.0%
Shale, slate or other similar material	1.0%
Clay lumps	0.25%
Soft fragments	3.0%
Other deleterious substances, including friable, thin, elongated or laminated pieces	3.0%

E. Course aggregates shall have a percent wear of not more than 45 when tested in accordance with Test Method Tex-410-A.

F. Gradation, percent of weight retained on:

Grade No. 1 - Maximum Nominal Size 2 1/2 in. (63 MM)

Sieve	Percentage Retained
2 1/2 in.	0%
2 in.	0 - 20%
1 1/2 in.	15 - 50%
3/4 in.	60 - 80%
No. 4	95 - 100%

Grade No. 2 - Maximum Nominal Size 1 1/2 in. (37.5 mm)

Sieve	Percentage Retained
2 in.	0%
1 1/2 in.	0 - 5%
3/4 in.	30 - 65%
3/8 in.	7 - 90%
No. 4	95 - 100%

Grade No. 4 - Maximum Nominal Size 3/8 in. (9.5mm)

Sieve	Percentage Retained
1/2 in.	0 - 5%
3/8	5 - 30%
No. 4	75 - 100%

G. Gradation Requirements - maximum size of aggregate for structural concrete shall not exceed three inches, and shall be reduced in size to meet the following conditions:

1. One-sixth of the least dimension between forms of that part of the structure in which concrete is to be placed;
2. Three-fourths of the clear space between reinforcement.
3. The maximum size aggregate is defined as the clear space between the sides of the smallest square opening through which 95 percent of the weight of the aggregate can be passed.
4. Unless otherwise noted or restricted by above Grade No. 2, gradation shall be used.

2.05 PIT-RUN AGGREGATE:

A. Pit-run aggregate is the natural gravel and sand obtained from pits without the addition of other fine or curse aggregates, and shall consist of hard, durable, uncoated pebbles or stone particles mixed with sand.

B. Pit-run aggregate shall be free from lumps of clay and injurious amounts of dust, shale, soft or flaky particles, salt and alkali.

C. Pit-run aggregate shall not be used for high-strength concrete of 3000 psi and above.

E. Pit-run aggregate may be used only for concrete cushion, cradle and protection for pipe.

2.06 ADMIXTURES:

A. Concrete admixtures shall comply with Section 03320.

2.07 REINFORCING STEEL:

A. Reinforcing steel shall comply with Section 03320.

2.08 CURING MATERIALS:

A. Liquid Membrane: white pigmented chlorinated rubber, ASTM C309.

B. Liquid Membrane: resin base, clear compound, permitting application of paint, Servicised Products Corp. - Code 2802 or equal.

C. Plastic Film: white pigmented, 0.00085" (minimum) thick.

D. Burlap: jute fabric, lean, free of impurities.

E. Surface Hardener: gray crystal, acidic fluosilicate base, slightly hygroscopic chemical surface hardener, SIKA Chemical Corp. or equal.

2.09 JOINT MATERIALS:

A. Joint Sealer: hot poured, non-extruding, elastic, ASTM D1190.

B. Preformed Expansion Joint Filler: non-extruding, bituminous fiber, ASTM D1751.

2.10 WATERSTOP:

A, Polyvinyl chloride or rubber, center bulb.

B. Size to suit joints, minimum 6".

2.11 FORM MATERIALS:

A. Use plywood, metal, metal framed plywood faced or other acceptable panel-type material.

B. Coat forms with non-bonding, non-staining commercial compounds.

2.12 MOISTURE BARRIER:

A. Polyethylene sheet, minimum 8 mil., ASTM E154.

2.13 CONCRETE MIX DESIGN AND CONTROL:

A. Submit not less than 10 days prior to the start of concreting operations, to the ENGINEER.

1. Mix design, using a course aggregate factor acceptable to the Engineer.
2. Sufficient samples of all materials to be incorporated into the mix for testing.
3. Full description of the source of supply of each material component.

B. Course aggregate factor:

1. Not more than 0.82 when voids less than 48%.
2. Not more than 0.85 when voids exceed 48%.

3. Not less than 0.68.

C. No changes or deviations from proportions or sources of supply without approval of ENGINEER.

D. No concrete may be placed on the job site until the mix design has been approved by ENGINEER in writing to the CONTRACTOR.

2.14 CONCRETE QUALITY:

A. Consistency:

1. Mortar shall cling to the course aggregate.
2. The aggregate shall not segregate during transport.
3. The concrete and mortar shall show no free water when removed from the mixer.

B. The consistency should allow the completion of all finishing operations with the addition of water to the surface.

C. The concrete shall be uniform, workable, cohesive, possess satisfactory finishing qualities and be of the stiffest consistency that can be placed and vibrated into a homogeneous mass.

D. Excessive bleeding shall be avoided.

E. Slump requirements shall be as follows:

Structural Concrete	Avg. Slump	Max. Slump
(a) Cased Drilled Shafts and thin-walled Sections (9 inches or less)	4	5
(b) Slabs, Caps, Columns, Piers, Wall Sections Over 9 inches, etc.	3	4
(c) Slip Form Paving Underwater or seal concrete		2 1/2
(d) Rip-Rap, curb, Gutter and other Miscellaneous Concrete	As Specified	By Owner

Note: No concrete shall be permitted with slump in excess of the maximums shown. Any concrete mix failing to meet the above consistency requirements, although meeting the slump requirements shall be considered unsatisfactory; and the mix shall be changed to correct such unsatisfactory conditions.

F. The concrete shall comply with Table 1 below:

TABLE 1 - CLASSES OF CONCRETE

CLASS OF CONCRETE	MIN.-MAX. SX. CEMENT	MIN. BEAM STRENGTH 28-DAY PSI	MIN. BEAM STRENGTH 7-DAY PSI	MAX. WATER CEMENT RATIO ITEM 2.1.1.	COARSE NO.
A.	5.0	3000	500	6.5	2-3-4
B	4.0	2000	330	8.0	2-3-4
C*	6.0	3600	600	6.0	1-2-3-***
D	3.0	1500	250	11.0	2-3-4
E	6.0	3000	500	7.0	2-3
F	6.5	4200	700	5.5	2-3
H***	6.5-8.0	AS SPECIFIED ON PLANS	N/A	5.5	3

* Entrained Air:

** No. 1 course aggregate may be used in foundations only (except cased drilled shafts).

*** Pre-stressed Concrete.

**** ASTM C 293 (Center Point).

2.15 GROUT:

A. Non-Shrink:

1. Use pre-mix non-shrink, Embeco Premixed Grout or Embeco Pre Mixed Mortar by Master Builders Company or equal.
2. Keep water to a minimum for placing by the dry packing method.

B. Grout for Bonding:

1. 1 part cement to 1 1/2 parts sand by weight.
2. Keep water to a minimum.

PART 3 - EXECUTION

3.01 SUBGRADE:

A. Insure sub-grade is true to line and grade and compacted as specified.

B. Fill and re-compact any ruts or depressions.

C. Check cross section with a template.

D. Place moisture barrier or moisten sub-grade prior to placing of concrete. Method to be approved by the ENGINEER.

3.02 FORMS:

A. Provide forms for all concrete work including footings and base slabs.

B. Construct forms so that completed concrete will conform to shapes, lines, grades and dimensions indicated and required.

C. Forms shall be true, plumb and level with reasonable tight joints. Adequately support and brace forms.

D. Place anchors, inserts, bolts, sleeves and other device indicated or required for the various portions of all the work.

E. Oil temporary forms with non-staining form oil before reinforcing steel is placed.

F. Rough form finish as defined by ACI 301 permitted for concealed concrete.

G. Smooth form finish as defined by ACI 301 permitted for concealed concrete.

H. Provide 3/4 inch chamfer on exposed corners and edges, and 1-foot below ground level.

3.03 REMOVAL OF FORMS:

A. Do not remove forms or supports until concrete has acquired sufficient strength to safely support its own weight and the superimposed loads.

B. Mixing shall be done in a mixer of adequate size and type to produce uniform distribution of the material throughout the mass.

C. The mixer shall have a plate affixed showing the manufacturer's recommended operating data and it shall be operated within the speed and capacity limits stated thereon.

D. The absolute volume of the concrete batch shall not exceed the rated capacity of the mixer.

E. The entire contents of the drum shall be discharged before any materials are placed.

F. Improperly mixed concrete will not be placed.

G. The mixing time shall be in accordance with the recommendations of the mixer manufacturer.

H. Transix Mix Concrete:

1. Sufficient transit mix equipment shall be assigned exclusively to the project as required for continuous operation.
2. Satisfactory evidence shall be furnished so that the delivery of concrete shall be continuous at regular and uniform intervals, without stoppage or interruption.
3. Concrete shall not be placed on the job after a period of 1 hours after the cement has been placed in the mixer, with mixer turning; 30 minutes without mixer turning.

I. Continuous Volummetric Mix Concrete:

1. A mobile, continuous, Volummetric mixer of the rotating puddle type may be used for when approved by ENGINEER.
2. Mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mix them to the required consistency before discharging.
3. The mixers shall adequate water supply and metering devices.
4. Calibration of these mixers will be required.

3.04 PLACING CONCRETE:

A. The minimum temperature of all concrete at the time of placement shall not be less than 50□ F.

B. Clean transporting equipment, reinforcing and embedded items before placing concrete.

C. Batch trucks or paving equipment not permitted on prepared sub-grade unless authorized by the ENGINEER based on actual job conditions.

D. Place no concrete until after inspection of forms by ENGINEER.

E. The maximum time interval between the addition of cement to the batch, and the placing of concrete in the forms shall not exceed the following:

AIR OR CONCRETE TEMPERATURE	NON-AGITATED CONCRETE	MAXIMUM TIME
80 deg. F or Above	(26.6 deg. C)	15 minutes
35 deg. F or 79 deg. F	(1.6 to 26.1 deg. C)	30 minutes
	AGITATED CONCRETE	
90 deg. F or Above	(32.2 deg. C)	45 minutes
75 deg F to 89 deg. F	(23.9 to 31.6 deg. C)	60 minutes
35 deg. F to 74 deg. F	(1.6 to 23.3 deg. C)	90 minutes

F. Prevent segregation during placing.

G. Consolidate flat work with one pass of mechanical vibrator moving parallel to centerline. Unusual sections and widths may be hand puddled and finished.

H. Place concrete continuously so that each pour unit will be monolithic in construction and will terminate at expansion, contraction or construction joint. Permit not more than 30 minutes between depositing adjacent batches.

I. Place slab concrete over membrane waterproofing before waterproofing has become damaged or dirty.

J. Concrete placement will not be permitted when impending weather conditions will impair the quality of work.

K. Slope horizontal surfaces of exterior concrete for drainage.

L. Deposit concrete in forms in horizontal layers not deeper than 24 inches. Avoid inclined construction joints. Place each layer while preceding layer is still plastic to avoid cold joints.

M. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spanding, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.

N. Do not use vibrators to transport concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to penetrate placed layer of concrete and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. Limit vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without casing segregation of mix.

3.05 PLACING CONCRETE IN WATER:

A. Concrete shall be deposited in water only when specified on the plans or with written permission of the ENGINEER.

B. The forms or cofferdams shall be sufficiently tight to prevent any water current passing through the space in which the concrete is deposited.

C. Pump will not be permitted during the concrete placing, nor until it has set for at least 36 hours.

D. The concrete shall be placed with a tremie, closed bottom-dump bucket or other approved method.

E. The concrete shall not be allowed to fall freely through the water nor shall it be

disturbed after it has been placed. Its surface shall be kept approximately level during placement.

F. The tremie shall consist of a water tight tube 14 inches or less in diameter. It shall be constructed so that the bottom can be sealed and opened after it is in place and fully charged with concrete. It shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. The lower end of the tremie shall be submerged in the concrete at all times.

G. Bottom-dump buckets used for underwater placing shall have a capacity of not less than one-half cubic yard. It shall be lowered gradually and carefully until it rests upon the concrete already gradually and carefully until it rests upon the concrete already placed and raised very slowly during the upward travel; the intent being to maintain still water at the point of discharge and to avoid agitating the mixture.

H. The placing operations shall be continuous until the work is complete.

I. Unless otherwise specified all concrete placed under water, except seal concrete, shall contain an additional sack of cement per cubic yard.

3.06 JOINTS:

A. CONTRACTOR:

1. Extend entirely across flat slabs at locations shown.
2. Location where not shown; maximum spacing is:
   a. Driveways: 10'
   b. Sidewalks: 4'
   c. Other flat slabs: 20 times slab thickness.
3. Saw depth not less than 1/4 slab thickness.

B. Expansion:

1. Install where shown on the plans.
2. Locations where not shown: all structures and features which project through, into or against slab.
3. Install according to manufacturer's recommendations, set material securely before placing concrete.
4. Install 1 inch width unless shown otherwise.

C. Filling Joints:

1. Fill not later than 14 days after sawing.
2. Fill immediately following cleaning.
3. Fill to 1/8" of surface.
4. Remove excess while material is still pliable.
5. Refill low areas where necessary.
6. Omit filling sidewalk joints.

3.07 FINISHING EXTERIOR FLAT WORK:

A. Strike off and float as required.

B. Check surface with ten foot straight edge, maximum variance allowed - 1/8".

C. Drag concrete surface longitudinally with double thickness burlap drag after completion of straight edging unless noted otherwise.

D. Use edger on edges of slab.

3.08 CURING:

A. CONTRACTOR shall inform the ENGINEER fully of the methods and procedures proposed for curing; shall provide proper equipment and material in adequate amounts; shall have approval of the proposed method, equipment and material prior to placing concrete.

B. All concrete shall be cured for a period of 4 curing days except as noted herein.

EXCEPTIONS TO 4-DAY CURING

Description	Required Curing
Upper Surfaces of Bridge Roadway, Median and Sidewalk Slabs and Top Slabs of Direct Traffic Culverts	8 Curing Days

A curing day is defined as a calendar day when the ambient temperature, taken in the shade

*** * * END OF SECTION * * ***

SECTION 03320

CONCRETE ADMIXTURES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing materials for use as admixtures in concrete.

PART 2 - PRODUCTS

2.01 AIR ENTRAINING ADMIXTURE

A. An "Air Entraining Admixture" is defined as a material which, when added to a concrete mixture in the correct quantity, will entrain uniformly dispersed microscopic air.

B. This admixture shall conform to ASTM C 260, modified as follows:

1. The cement used in any series of tests shall be either the cement proposed for specific work or a reference" Type I cement from one mill.

2. Unless otherwise indicated, the minimum relative durability factor shall be 80.

C. The air entraining admixture used in the reference concrete shall be high quality neutralized Vinsol Resin.

2.02 WATER - REDUCING, RETARDING ADMIXTURE

A. A "Water-reducing, Retarding Admixture" is defined as a material which, when added to a concrete mixture in the correct quantity, will reduce the quantity of mixing water required to produce concrete of a given consistency and retard the initial set of the concrete.

B. This mixture shall conform to ASTM C 494, Type A or D, modified as follows:

1. The water-reducing retarder shall retard the initial set of the plastic concrete a minimum of 2 hour and a maximum of 4 hours when the materials are at a temperature of 90 F, the dosage rate specified by the manufacturer.

2. The cement used in any series of tests shall be either the cement proposed for specific work or a "reference" Type I cement for one mill.

3. All concrete tested shall contain entrained air.

2.03 WATER-REDUCING ADMIXTURE

A. "Water-reducing Admixture" is defined as a material which when added to a concrete mixture in the correct quantity, will reduce the quantity of mixing water required to produce concrete of a given consistency and required strength.

B. This admixture shall conform to ASTM C 494, Type A.

2.04 ACCELERATING ADMIXTURE

A. In "Accelerating Admixture" is defined as an admixture that accelerates the setting time and the early strength development of concrete.

B. This admixture shall conform to ASTM C 494, Type C, modified as follows:

1. This accelerating admixture will contain no chlorides and shall be used in the liquid for only.

2.05 HIGH RANGE WATER REDUCING ADMIXTURES

A. A "High-range Water Reducing Admixture," referred to as a super plaster size, is defined as a synthetic polymer material which, when added to a low slump concrete mixture increases the slump without segregation, impermeability and durability of the mix.

B. This admixture shall conform to ASTM C 494, Type F or G, modified as follows:

1. It shall reduce the required water by a minimum of 15 percent.

2. It shall increase the 7 day compressive strength of the concrete by a minimum of 25 percent.

C. The admixture when added to the mix shall produce the following:

1. Modify a low slump concrete, without the addition of water, to produce a slump which conforms to the range indicated.

2. It shall prevent a temperature rise of the mix above 100 F during high ambient conditions.

3. It shall not increase the chloride content of mix.

2.06 CERTIFICATION

A. The CONTRACTOR shall submit the name of the admixture proposed and manufacturer's certification that products selected meet the requirements of this item and of ADTM C 260 and C 494 as required.

B. If more than one admixture is proposed in the concrete mix, a statement of compatibility of components shall accompany certification.

C. The ENGINEER may request additional information to be submitted such as infrared spectrophotometry scan, solids content, ph value, etc., for further identification.

D. A change in formulation discovered by any of the tests prescribed herein or other means and not reported and re-tested, may be cause to permanently bar the manufacturer from furnishing admixtures for COUNTY work.

E. The ENGINEER reserves the right to perform any or all of the tests required by ASTM C 260 and C 494 as a check on the tests reported by the manufacturer.

F. In case of any variance, the ENGINEER tests will govern.

2.07 APPROVAL

A. The ENGINEER shall approve all admixtures and dosage. Approval of admixtures shall be based on previous performance of the admixture.

B. The dosage will be determined from the manufacturer's recommendations, trial mixes or current job approved mix designs, if it is shown that no substantial change in any of the proposed ingredients has been made.

C. Should the CONTRACTOR desire to change the admixture or dosage approved during the progress of the work, the CONTRACTOR shall perform trial mixes at his own expense and submit the new mix design for approval.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

A. No concrete shall be delivered to the project until the mix design is approved. All concrete delivered shall conform to the approved job mix formula. Unless otherwise indicated, all concrete shall be air entrained. All admixtures will be added at the Batch Plant. All admixtures shall be in the liquid state. No admixtures shall be dispensed on dry aggregates. Each admixture shall be dispensed separately, but at the same time as the mixing water.

B. An approved job mix formula for normal hot weather concreting may not perform satisfactorily for extended retardation, in which case its use will not be permitted.

C. The rotation of the mixer shall be sufficient to thoroughly mix the admixture into the concrete.

D. Admixtures shall be agitated as required to prevent separation or sedimentation of solids. Air agitation of Neutralized Vinsol Resin will not be permitted.

E. Normally air entraining agents shall be charged into the mixer at the beginning of

the batch and retarding or water reducing admixtures shall be charged into the mixer during the last part (approximately 1/3) of the batch when an air-entraining agent is used.

F. Accelerating admixtures will not be used only on the written approval of ENGINEER. Accelerating admixtures will not be permitted in bridge decks, direct traffic culvert slabs at any time nor when Type II cement is specified.

G. All admixtures shall be of the same brand from only one manufacturer for the entire project, unless otherwise approved by the ENGINEER.

H. Accelerators will be used only to meet special project requirements and will require the approval of the ENGINEER.

I. For individual placements of concrete of 25 cubic yards or more and for all ready-mix concrete, the admixture shall be measured and dispensed by a readily adjustable dispenser. When set to a predetermined volume, the dispenser shall fill to the preset amount and hold it positively without leakage until the operator releases the content into the mixing water by some positive means. Unless otherwise indicated, completely automatic dispensing will not be required, except for use with a full automatic plant.

J. The calibrated container shall be a measuring reservoir of the type where the level of the admixture is visible at all times. A strip gauge with one ounce increments for air entraining admixtures, ten ounce increments for dispersing admixtures, shall be attached securely to the measuring apparatus. This strip shall be a material possessing weather resistant qualities. The accuracy equipment shall visibly show the total amount to be dispensed for ready check by the ENGINEER.

K. When individual placements of less than 25 cubic yards and with the concrete batched on the job site, the ENGINEER may waive the requirements for mechanical dispensing equipment.

L. When high range water reducing admixtures are indicated the following will be observed:

1. Ready-mixed concrete shall be delivered in transit mixers and the capacity of the transit mixture shall be reduced for each bath by 25 percent of the rated capacity to assure proper mixing.

2. If during the placement of concrete, a change in slump resulting in a slump loss in excess of 3 inches is noted, the remaining concrete shall be rejected.

3. The addition of water will not be permitted at the job site.

4. Only one liquid admixture shall be used to achieve the desired results, except where air entrainment is indicated, the air entrainment agent will be permitted.

5. The concrete design shall meet the following requirements:

ITEM	TEST	VALUE
Air entrainment	ASTM C 260	3 to 6 percent
High range water reducing Admixture	ASTM C 494 Type F or G	
Water cement ratio Gal/.Sack Max.		6.25
Minimum cement content in Sacks (94 lb. sack)		6.0
Coarse aggregate factor		6.5
Slump Maximum, inches		10
Flexural strength @ 7 days, psi		650
Maximum concrete temperature F		100

PART 4 - MEASUREMENT AND PAYMENT

4.01 No additional compensation will be made for the materials, equipment test or methods required by this item, but shall be considered subsidiary to various items included in the contract.

*** * * END OF SECTION * * ***

SECTION 03330

REINFORCING STEEL

PART 1 - GENERAL

1.01 This work shall consist of the furnishing and placing of reinforcing steel, deformed and smooth, of the size and quantity indicated and in accordance with these specifications.

PART 2 - PRODUCTS

2.01 BARS:

A. Bar reinforcement shall be deformed and shall conform to ASTM A 615, A 616, Grades 40, 60, or 75 and shall be open-hearth, basic oxygen or electric furnace new billet steel, unless otherwise indicated. Large diameter new billet steel (Nos. 14 and 18), Grade 75, will be permitted for straight bars only.

B. Where bending of bar sizes No. 14 or No. 18 of Grades 40 or 60 is required, bend testing shall be performed on representative specimens as described for smaller bars in the applicable ASTM specification. the required bend shall be 90 degrees at a minimum temperature of 60 F around a pin having a diameter of 10 times the nominal diameter of the bar and shall be free of cracking.

C. Spiral reinforcement shall be either smooth or deformed bars or wire of the minimum diameter indicated. Bars for spiral reinforcement shall comply with ASTM A 675, A 615, or A 617. Wire shall comply with ASTM A 82. The minimum yield strength for spiral reinforcement shall be 40,000 psi.

D. In cases where the provisions of this item are in conflict with the provisions of the ASTM Designation to which reference is made, the provisions of this item shall govern.

E. Report of chemical analysis showing the percentages of carbon, manganese, phosphorus and sulfur will be required for all reinforcing steel when it is to be welded, except for drill shafts. No tack welding will be allowed. All welding shall conform to the requirements of AWS D-1-72.

F. The nominal size and area and the theoretical weight (lbs.) of reinforcing steel bars covered by these specifications are as follows:

BAR SIZE NUMBER	NOMINAL DIAMETER INCHES	NOMINAL AREA SQUARE INCHES	WEIGHT PER LINEAR FOOT
2	0.250	0.05	0.167
3	0.375	0.11	0.376
4	0.500	0.20	0.668
5	0.625	0.31	1.043
6	0.750	0.44	1.502
7	0.875	0.60	2.044
8	1.000	0.79	2.670
9	1.128	1.00	3.400
10	1.270	1.27	4.303
11	1.410	1.56	5.313
14	1.693	2.25	7.65
18	2.257	4.00	13.60

G. Smooth bars, larger than No. 4, may be steel conforming to the above or may be furnished in any steel that meets the physical requirements of ASTM A36.

H. Smooth, around bars shall be designated by size number through No. 4. Smooth bars above No. 4 shall be designated by diameter in inches.

2.03 WELDED WIRE FABRIC:

A. Wire for fabric reinforcement shall be cold-drawn from rods hot-rolled from open-hearth, basic oxygen or electric furnace billet. Wire shall conform to the requirements of the standard Specifications for Cold-Drawn Steel Wire for concrete Reinforcement, ASTM A82 or A496. Wire fabric, when used as reinforcement, shall conform to ASTM A 185 or A 497.

B. When wire is ordered by size numbers, the following relations between size number, diameter in inches and area shall apply unless otherwise indicated.

SIZE W NUMBER	NOMINAL DIAMETER (INCH)	NOMINAL AREA SQUARE INCHES
31	0.628	0.310
30	0.618	0.300
28	0.597	0.280
26	0.75	0.260
24	0.553	0.240
22	0.529	0.220
20	0.505	0.200
18	0.479	0.180
16	0.451	1.160
14	0.391	0.140
12	0.391	0.120
10	0.357	0.100
8	0.319	0.080
7	0.299	0.070
6	0.276	0.060
5.5	0.265	0.055
5	0.252	0.050
4.5	0.239	0.045
4	0.226	0.040
3.5	0.211	0.035
3	0.195	0.030
2.5	0.178	0.025
2	0.160	0.020
1.5	0.138	0.015
1.2	0.124	0.012
1	0.113	0.010
0.5	0.080	0.005

C. When deformed wire is required, the size number shall be preceded by D and for smooth wire the prefix shall be shown.

2.04 CHAIRS AND SUPPORTS:

A. Chairs and Supports shall be steel, precast mortar or concrete blocks cast in molds meeting the approval of the ENGINEER of sufficient strength to position the reinforcement as indicated when supporting the dead load of the reinforcement, the weight of the workers placing concrete and the weight of the concrete bearing on the steel.

B. Chairs shall be plastic coated when indicated.

C. Chair types and uses shall be as follows:

Chair Types and Applicable Uses

Structural or Architectural Elements (columns, beams, walls, slabs)exposed to weather, and subject to sand blasting, water blasting or grinding.	Galvanized steel or steel chairs with plastic coated feet.
Structural or Architectural Elements exposed to weather and subject to sand blasting, water blasting or grinding.	Stainless steel chairs.
Structural or Architectural Elements not exposed to weather or corrosive condition.	Uncoated steel chairs.

Slabs and grade beams cast on grade. Steel chairs with a base with 9 inch^2 minimum area or sufficient area to prevent the chair from sinking into fill or sub-grade. Precast mortar or concrete blocks meeting the requirements of this item may be used.

2.05 BENDING:

A. The reinforcement shall be bent cold, true to the shapes indicated. Bending shall preferable be done in the shop.

B. Irregularities in bending shall be cause for rejection.

C. Unless otherwise indicated, the inside diameter of bar bends, in terms of the nominal bar diameter (d), shall be as follows:

1. Bends of 90 degrees and greater in stirrups, ties and other secondary bars that enclose another bar in the bend.

Bar Number	Grade 40	Grade 60
3, 4, 5	3d	4d
6, 7, 8	4d	5d

2. All bends in main bars and in secondary bars not covered above:

Bar Number	Grade 40		Grade 60	Grade 75
3 thru 8	6d		6d	--
9, 10	8d		8d	--
11	8d		8d	8d
14, 18	10d	10d	--	

2.06 STORAGE:

A. Steel reinforcement shall be stored above the surface of the ground upon platforms, skids or other supports and shall be protected as far as practicable from mechanical injury and surface deterioration caused by exposure to conditions producing rust.

B. When placed in the work, reinforcement shall be free from dirt, paint, grease, oil or other foreign materials. Reinforcement shall be free from injurious defects such as cracks and laminations.

C. Rust, surface seams, surface irregularities or mill scale will not be cause for rejection, provided the minimum dimensions, cross sectional area and tensile properties of a hand wire brushed specimen meets the physical requirements for the size and grade of steel indicated.

2.07 SPLICES:

A. No splicing of bars, except when indicated or specified herein, will be permitted without written approval of the ENGINEER.

B. No substitution of bars will be allowed without the approval of the ENGINEER. Any splicing of substituted bars shall conform to Table 03330-1.

C. Splices not indicated will be permitted in slabs no more than 15 inches in thickness, columns, walls and parapets, but not included for measurement, subject to the following:

1. Splices will not be permitted in bars 30 feet or less in plan length.
2. For bars exceeding 30 feet in plan length, the distance center to center of splices shall not be less than 30 feet minus 1 splice length, with no more than 1 individual bar length less than 10 feet.

3. Splices not indicated, but permitted hereby, shall conform to Table 03330-1. The specified concrete cover shall be maintained at such splices and the bars placed in contact and securely tied together.

TABLE 03330-1

Minimum Lap Requirements

Bar Number	Grade 40	Grade 60
3	1 foot 0 inches	1 foot 0 inches
4	1 foot 2 inches	1 foot 9 inches
5	1 foot 5 inches	2 feet 2 inches
6	1 foot 9 inches	2 feet 7 inches
7	2 feet 4 inches	3 feet 5 inches
No. 8	3 feet 0 inches	4 feet 6 inches
No. 9	3 feet 10 inches	5 feet 8 inches
No. 10	4 feet 10 inches	7 feet 3 inches
No. 11	5 feet 11 inches	8 feet 11 inches

D. Spiral steel shall be lapped a minimum of 1 turn. Bar No. 14 and No. 18 may not be lapped.

E. Welding of reinforcing bars may be used only where indicated or as permitted herein. All welding operations, processes, equipment, materials, workmanship and inspection shall conform to the requirements indicated. All splices shall be of such dimension and character as to develop the full strength of the bar being spliced.

F. End preparation for butt welding reinforcing bars shall be done in the field, except Bar No. 6 and larger shall be done in the shop. Delivered bars shall be of sufficient length to permit this practice.

G. For box culvert extensions with less than 1 foot of fill, the existing longitudinal bars shall have a lap with the new bars as shown in Table 03330-1.

H. For box extensions with more than 1 foot of fill, a minimum lap of 6 inches will be required.

I. Unless otherwise indicated, dowel bars transferring tensile stress shall have a minimum embedment equal to the minimum lap requirements shown in Table 03330-1.

J. Shear transfer dowels shall have a minimum embedment of 12 inches.

PART 3 - EXECUTION

3.01 PLACING:

A. Reinforcement shall be placed as near as possible in the position indicated. Unless otherwise indicated, dimensions shown for reinforcement are to the centers of the bars.

B. In the plane of the steel parallel to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/12 of the spacing between bars. In the plane of the steel perpendicular to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/4 inch.

C. Cover of concrete to the nearest surface of steel shall be as follows:

ITEM	MINIMUM COVER INCHES
1. Concrete cast against and permanently exposed to earth.	3
2. Concrete exposed to earth or weather:	
Bar No. 6 through 18 bars	2
Bar No. 5, W31 or D31 wire and smaller	1 1/2
3. Concrete not exposed to weather or in contact with ground:	
Slabs, walls, joists:	
Bar No. 14 and 18	1 1/2
Bar No. 11 and smaller	1
Beams, columns:	
Primary reinforcement, ties, stirrups, spirals	1 1/2
Shells, folded plate members:	
Bar No. 6 and larger	1
Bar No. 5, W31 or D31 wire, and smaller	1

D. Vertical stirrups shall always pass around the main tension members and be attached securely thereto. The reinforcing steel shall be spaced its required distance from the form surface by means of approved galvanized metal spacers, metal spacers with plastic coated tips, stainless steel spacers, plastic spacers or approved precast mortar or concrete blocks. For approval of plastic spacers on a project, representative samples of the plastic shall show no visible indications of deterioration after immersion in a 5 percent solution of sodium hydroxide for 120 hours.

E. All reinforcing steel shall be tied at all intersections, except that where spacing is less than 1 foot in each direction, alternate intersections only need be tied. For reinforcing steel cages for other structural members, the steel shall be tied at enough intersections to provide a rigid cage of steel. Mats of wire fabric shall overlap each other 1 full space as a minimum to maintain a uniform strength and shall be tied at the ends and edges.

F. Where prefabricated deformed wire mats are specified or if the CONTRACTOR requests, welded wire fabric may be substituted for a comparable area of steel reinforcing bar plan, subject to the approval of the ENGINEER.

G. A suitable tie wire shall be provided in each block, to be used for anchoring to the steel. Except in unusual cases and when specifically authorized by the ENGINEER, the size of the surface to be placed adjacent to the forms shall not exceed $2^{1/2}$ inches square or the equivalent thereof in cases where circular or rectangular areas are provided. Blocks shall be cast accurately the thickness required and the surface to be placed adjacent to the forms shall be a true plane, free of surface imperfections.

H. Reinforcement shall be supported and tied in such a manner that sufficiently rigid cage of steel is provided. If the cage is not adequately supported to resist settlement or floating upward of the steel overturning of truss bars or movement in any direction during concrete placement, permission to continue concrete placement will be withheld until corrective measures are taken. Sufficient measurements shall be made during concrete placement to insure compliance with the above.

I. No concrete shall be deposited until the ENGINEER has reviewed the placement of the reinforcing steel and all mortar, mud, dirt, etc, shall be cleaned from the reinforcement, forms, workers' boots and tools.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. The measurement of quantities of reinforcement furnished and placed will be based on the calculated weight of the steel actually placed as indicated, with no allowance made for added bar lengths for splices requested by the CONTRACTOR nor for extra steel used when bars larger than those indicated or with a higher grade of steel are substituted with the permission of the ENGINEER.

B. Tie wires and supporting devices will not be included in the calculated weights.

C. The calculated weight of bar reinforcement will be determined using the theoretical bar weight set forth in this item.

D. Measurement required by a change in design will be computed as described above for the actual steel required to complete the work.

4.02 PAYMENT:

A. The accepted quantities of reinforcing steel will be paid for at the contract unit bid price per pound complete in place.

B. When not listed as a separate contract pay item, reinforcing steel shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work, will be for furnishing, bending, fabricating, welding and placing reinforcement, for all clips, blocks, metal spacers, ties, chairs, wire or other materials used for fastening reinforcement in place and for all tools, labor, equipment and incidentals necessary to complete the work.

*** * * END OF SECTION * * ***

SECTION 09100

CONSTRUCTION TRAFFIC CONTROL

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This item shall consist of the construction, manipulation, maintenance and removal, if required, of detours of the length and to the lines, grades, and typical sections indicated and providing for installing, moving, replacing, maintaining, cleaning and removing upon completion of the work, as required, all detour markers, signs, barricades and other devices used in traffic control and handling at the construction site as indicated or as directed by the ENGINEER.

B. This item shall also consist of providing, installing, moving, replacing, maintaining, cleaning and removing temporary or permanent street closure barricades, signs or other devices required to handle the traffic in conformance with the current edition of the Texas Manual of Uniform Traffic Control Devices for Street and Highways and as indicated or directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 CONSTRUCTION TRAFFIC CONTROL SIGNS:

A. Construction traffic control signs shall conform to the provisions of Section 9000 except as noted in the plans or as directed by the ENGINEER.

B. Construction traffic control signs used herein shall be fabricated using sheeting conforming to the requirements of Table 9000-3.

C. The substrate for construction signs need only be sufficiently durable to last the life of the project and sufficiently rigid to hold the sheeting in a flat plane.

2.02 SIGN SUPPORTS:

A. Supports for construction traffic control signs shall be grade #2 fir or yellow pine, pressure treated with pentachlorophenol.

B. Supports shall have a minimum nominal size of 4-inches x 4-inches and conform to the details shown on the plans.

2.03 PORTABLE SIGN SUPPORT:

A. Materials for portable sign supports shall comply with the details shown on the plans. Portable sign supports other than those shown on the plans shall be submitted to the Project Manager for approval prior to use.

2.04 BARRICADES:

A. Barricades shall be classified as Type I, Type II, or Type III and shall comply with the details shown on the plans and the TMUTCD.

B. Barricade rails shall be fabricated using S4S grade #2 fir or yellow pine and reflectorized sheeting conforming to the requirements shown in Table 9000-3.

2.05 VERTICAL PANELS:

A. Materials for vertical panels shall conform to the details shown on the plans. Vertical panels shall be reflectorized with orange and white reflective sheeting or tape in accordance with the requirements of the TMUTCD and Table 9000-3.

2.06 CONSTRUCTION TRAFFIC MARKINGS:

A. Construction traffic markings shall comply with Section 9990 and the details shown in the plans.

2.07 ABBREVIATED PAVEMENT MARKINGS FOR CONSTRUCTION:

A. The pavement-marking material shall consist of an adhesive-backed reflective tape which can be applied to the pavement. Markings shall be of goof appearance, have straight, unbroken edges and have a color that complies with all federal regulations.

1. COLOR

a) The markings, as well as retroreflected light from the markings, shall be white or yellow as indicated.

2. VISIBILITY

a) The pavement markings (during daylight hours) shall be distinctively visible for a minimum of 300 feet unless sight distance is restricted by geometric roadway features.

b) The pavement markings (when illuminated by automobile low beam headlights at night) shall be distinctly visible for a minimum of 160 feet unless sight distance is restricted by geometric features.

c) The above day and night visibility requirements shall be met when viewed from an automobile traveling on the roadway.

2.08 CHANNELIZATION DEVICES:

A. BARRELS

1. Barrels shall be of metal or nonmetal composition approved by the ENGINEER and of 30 to 55 gallon capacity. Only one size may be used on the project. The barrels shall be reflectorized with orange and white reflective sheeting or tape in accordance with the requirements of TMUTCD and Table 9000-3. The markings on the barrels shall be horizontal, circumferential, orange wide. There shall be a minimum of 55 alternating orange and white stripes on each barrel. Barrels shall also conform to the details shown on the plans.
2. Type "B" barrels shall be equipped with either Type "A" low intensity or Type "C" steady- burn warning lights complying with the provisions to TMUTCD and the ITE standard for flashing and steady-burn lights. The use warning lights shall be as directed by the ENGINEER.

B. TRAFFIC CONES

1. Traffic cones shall conform to the details shown on the plans.

C. TUBULAR TRAFFIC MARKERS

1. POST

a) The post shall be of a thermoplastic or pliable elastomer composition meeting the manufacturer's requirements.
b) Dimensions:

Outside Diameter	2.23 inches to 4 inches
Wall Thickness	0.125 inch minimum
Length	18 to 36 inches
Color	Orange

2. BASE

a) The base shall be of a thermoplastic or pliable elastomer composition meeting the manufacturer's requirements.
b) Dimensions:

Height	1/2 to 2 inches
Outside Diameter	7 to 12 inches
Color	black or same color as post

3. ASSEMBLY UNITS

a) Assembly units which are inherent with the particular marker shall be as per manufacturer's recommendations.

4. ADHESIVES

a) Adhesive shall be epoxy type (permanent installation or butyl type (temporary installation) as per manufacturer's recommendations.

b) Other methods approved by the ENGINEER prior to initiating the work may be used; however, said approval does not abrogate the CONTRACTOR'S responsibility of effecting the temporary or permanent installation.

5. REFLECTORIZATION

a) If used at night, tubular traffic markers shall have two 3-inch, circumferential reflective bands, no more than 2-inches from the top with no more than 6-inches separating the bands. Reflective material shall be SIA-250 or higher sheeting conforming to the provisions of Section 9000. The color of reflective material shall be as shown in the plans.

2.09 SEQUENTIAL ARROW DISPLAYS

A. Sequential arrow displays shall be sequentially lighted and roof or trailer mounted. The minimum panel size shall be 30-inches high an 54-inches wide. The display shall have 22 hooded sealed beam amber lamps rated at a maximum intensity of 8800 candlepower.

B. Light intensity shall be adjustable by dimmer switch. The operating modes shall be as follows:

1. Pass Left. 3 chevrons of 5 lamps each sequence in right to left pattern 40 to 50 times per minute.
2. Pass Right. 3 chevrons of 5 lamps each sequence in left to right pattern 40 to 50 times per minute.
3. Pass Either Side. The two outermost chevrons on each end of the panel pointing like arrowheads and flashing 40 to 50 times per minute with crossing row of lamps burning continuously.
4. Warning. 4 lamps, one at each corner of the panel, flashing 40 to 50 times per minute.

2.10 MATERIALS FOR CONSTRUCTION DETOURS

A. FLEXIBLE BASE

1. Flexible base shall conform to Section 2601.

B. ASPHALT TREATED BASE

1. Asphalt treated base shall conform to Section 2604.

C. PRIME COAT

1. Prime Coat shall conform to Section 2610.

D. TACK COAT

1. Tack Coat shall conform to Section 2620.

E. SEAL COAT

1. Seal Coat shall conform to Section 2617 or Section 2645.

F. HOT MIX ASPHALTIC CONCRETE PAVEMENT

1. Hot Mix shall be Type D conforming to Section 2612.

G. SEEDING

1. Seeding shall conform to Section 0000.

PART 3 - EXECUTION

3.01 CONSTRUCTION TRAFFIC CONTROL SIGNS AND SIGN SUPPORTS:

A. Construction traffic control signs and sign supports shall be installed at locations noted on the plans in conformance with the TMUTCD or as directed by the ENGINEER.

3.02 PORTABLE SIGN SUPPORTS:

A. Portable sign supports for traffic control devices for detours shall be furnished by the CONTRACTOR, shall be installed at the locations shown on the plans, unless otherwise shown on the plans, and shall remain the property of the CONTRACTOR.

B. Unless otherwise specified, portable sign supports shall be of the dimensions shown on the plans.

3.03 BARRICADES:

A. Barricades shall be installed in conformity with the details noted on the plans or as directed by the ENGINEER.

3.04 VERTICAL PANELS:

A. Vertical panels shall be installed in conformity with the details noted on the plans or as directed by the ENGINEER.

3.05 CONSTRUCTION TRAFFIC MARKINGS:

A. Construction traffic markings shall be installed in conformity with Section 9990 and the details shown on the plans or as directed by the ENGINEER.

3.06 ABBREVIATED PAVEMENT MARKING FOR CONSTRUCTION:

A. Abbreviated markings meeting all specification requirements shall be in place on all roadways on which traffic is allowed and where suitable standard pavement marking is not in place. The transverse location of the line(s) formed by the markings shall be as determined by the ENGINEER.

B. Unless otherwise indicated, the abbreviated markings shall be placed as follows:

Condition	Spacing	Length of Stripe
Straight	40 feet approximately	48 inch
Curve greater than 2 degrees	20 feet maximum	48 inch
Curve less than or equal 2 degrees	40 feet maximum	48 inch

C. Pavement markings shall be a minimum of 3 7/8 inches wide. Length and spacing will be in accordance with these specifications.

D. The spacing of stripes may be modified by the ENGINEER. However, the maximum spacing specified above shall not be exceeded in any case.

E. The CONTRACTOR will be responsible for maintaining the abbreviated pavement markings until standard pavement markings are in place.

F. Abbreviated pavement markings shall be removed after all permanent markings have been place.

3.07 CHANNELIZATION DEVICES:

A. TYPE "A" BARRELS

1. Type "A" barrels shall be used during daylight hours only and shall not be equipped with warning lights of any type.

B. TYPE "B" BARRELS

1. Type "B" barrels shall be equipped with warning lights. Type "B" barrels shall be used during nighttime hours only, unless otherwise shown on the plans or directed by the Project Manager.
2. The term "daylight hours" refers to those hours between dawn and dusk. The term "nighttime hours" refers to those hours between dusk and dawn.

C. TRAFFIC CONES

1. Traffic cones shall be installed in conformity with the plans and the TMUTCD or as directed by the ENGINEER.

D. TUBULAR TRAFFIC MARKERS

1. The metal, concrete, or bituminous surface where the tubular traffic markers are to be placed shall be thoroughly cleaned.
2. Metal and concrete surfaces shall be sandblasted or wire brushed. Bituminous surfaces shall be cleaned in accordance with manufacturer's recommendations.
3. All loose sand, dust and other deleterious debris from cleaned mounting surfaces shall be removed.
4. Tubular traffic markers shall be installed in conformity with details and at locations shown on the plans or as directed by the ENGINEER and in accordance with the manufacturer's recommendation.
5. In the event that removal of an installation (temporary or permanent) is effected and the metal, concrete, or bituminous surface is damaged the CONTRACTOR shall repair and otherwise restore said surface to its original condition at no additional cost to the County.
6. All defective post(s), base(s), assembly unit(s), adhesive(s), or reflective sheeting contributing to the detriment of the intended function of the tubular traffic markers shall be replaced by the CONTRACTOR at no additional cost to the COUNTY.

E. Channelization devices shall be and installed in accordance with the details shown on the plans, except that barrels shall be as noted herein.

3.08 SEQUENTIAL ARROW DISPLAY:

A. Sequential arrow displays shall be used according to the requirements shown on the plans and shown in TMUTCD.

3.09 CONSTRUCTION DETOURS:

A. The detours shall be constructed at the locations and to the lines and grades indicated and it shall be the entire responsibility of the CONTRACTOR to provide for the passage of traffic in comfort and safety without creating a dust problem.

3.10 CONSTRUCTION METHODS:

A. Prior to commencing construction, suitable "Construction Traffic Control" devices shall be installed to protect the workers and the public.

B. The CONTRACTOR shall be responsible for installing all markers, signs and barricades conforming to The Texas Manual on Uniform Traffic Control Devices and/or as indicated. If, in the opinion of the ENGINEER, additional markers, signs or barricades are needed in the interest of safety, the CONTRACTOR will install such as are required or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Measurement of various items described in this specification complete in place will be made as follows:

1. Construction traffic control sign assemblies, consisting of the applicable signage mounted on either sign supports or portable sign supports, shall be measured per each or lump sum.
2. Barricades shall be measured by the type per each.
3. Vertical panels shall be measured per each. Supports required for vertical panels will not be measured for payment but will be considered incidental to the completion of the work.
4. Construction traffic markings shall be measured per linear foot.
5. Abbreviated pavement markings for construction shall be measured per linear foot.
6. Channelization devices shall be measured per each for the category and type shown.
7. Sequential arrow display shall be measured per each.
8. Construction detours shall be measured per each or considered incidental to completion of construction.
9. Construction traffic control plan, consisting of any or all of the items described herein, shall be measured lump sum or incidental to completion of construction.

4.02 PAYMENT:

A. The accepted quantities of construction traffic control devices shall be paid at the contract unit bid price per the unit of measurement noted above.

B. Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION ITEM 420

CONCRETE STRUCTURES

420.1. Description. This Item shall govern for the construction of all types of structures involving the use of cast-in-place concrete. All structures shall be constructed in accordance with the details shown on the plans and this Item.

420.2. Materials.

(1) Concrete. All concrete shall conform to the provisions of Item 421, "Portland Cement Concrete".

The class of concrete for each type of structure or unit shall be as shown on the plans, or by pertinent governing specifications.

(2) Reinforcing Steel. All reinforcing steel shall conform to the provisions of Item 440, "Reinforcing Steel".

(3) Expansion Joint Material. The following materials shall conform to the requirements of Item 433, "Joint Sealants and Fillers".

(a) Preformed Fiber Material. Preformed fiber expansion joint material shall conform to the dimensions shown on the plans. Unless otherwise specified, "Preformed Bituminous Fiber Material" shall be used.

(b) Joint Sealing Material. Unless shown otherwise, the sealer shall be a "Low Modulus Silicone Sealant".

(c) Asphalt Board. Asphalt board shall conform to the dimensions shown on the plans.

(d) Rebonded Neoprene Filler. Rebonded neoprene filler shall conform to the dimensions shown on the plans.

(4) Waterstop.

(a) Rubber waterstop or polyvinyl chloride (PVC) waterstop shall be in conformance with Item 435, "Elastomeric Materials".

(b) Other types shall be as shown on the plans.

(5) Curing Materials.

(a) Membrane curing shall conform to Item 526, "Membrane Curing".

(b) Cotton mats shall consist of a filling material of cotton "bat" or "bats" (min. 12 oz. per sq. yd.); covered with un-sized cloth (min. six (6) oz. per sq. yd.); tufted or stitched to maintain stability; shall be free from tears; and shall be in good general condition.

(c) Polyethylene sheeting shall be four (4) mil. minimum thickness and free from visible defects. It shall be clear or opaque white except when the temperature during the curing period does not exceed 60 F or when applicable to control temperature during mass pours.

(d) Burlap-polyethylene mats shall be made from burlap impregnated on one side with a film of opaque white pigmented polyethylene and free from visible defects.

(e) Laminated mats shall have not less than one (1) layer of an impervious material such as polyethylene, vinyl plastic or other acceptable material (either as a solid sheet or impregnated into another fabric) and shall be free of visible defects.

(6) Admixtures. Concrete admixtures shall comply with the requirements of Item 437, "Concrete Admixtures".

(7) Epoxy. Unless otherwise specified, epoxy materials shall conform to Item 575, "Epoxy".

(8) Latex Emulsions. Latex emulsion used for latex based grout/mortar, latex adhesive grout/mortar or other purposes shall conform to Departmental Materials Specification D9-8110.

420.3. General Requirements. Before starting work, the Contractor shall inform the Engineer fully of the construction methods he proposes to use, the adequacy of which shall be subject to the approval of the Engineer.

Concurrence on the part of the Engineer of any proposed construction methods, approval of equipment, or of form and falsework plans does not relieve the Contractor of the responsibility for the safety or correctness of the methods, the adequacy of his equipment or from carrying out the work in full accordance with the contract.

Plans for forms and falsework for piers, superstructure spans over 20 feet long and for all bridge widening details shall be submitted to the Engineer for review. Similar plans shall be submitted for other units of the structure, if requested by the Engineer. The plans shall be prepared on standard 22 inch by 34 inch sheets and shall show all essential details of the proposed forms, falsework and bracing to permit a structural analysis. Four (4) sets of such plans will be required. One (1) set of design calculations shall accompany the submission of such plans. Plans, forms and falsework shall be designed, sealed, and signed by a professional engineer.

Forms or screed supports may be attached to I-beams or girders by welding, subject to the following requirements:

(1) Welds will not be permitted on tension flanges and in those areas shown on the plans or as directed by the Engineer.
(2) Welds shall be made in accordance with Item 448, "Structural Field Welding".

Unless otherwise shown on the plans, the time sequence in which construction operations may be carried on and in which completed structures may be opened to traffic shall be governed by the following:

(1) Superstructure members, forms, falsework, or erection equipment shall not be placed on the substructure before the concrete therein has attained a flexural strength of 425 psi.

(2) Storage of materials on completed portions of a structure will not be permitted until all curing requirements for those particular portions have been met.

(3) A minimum flexural strength of 340 psi will be required for the following:

(a) Forms erected on concrete footings supported by piling or drilled shafts.

(b) Forms on individual drilled shafts.

Such work may begin on spread footings and culvert footings, after the concrete therein has aged at least two (2) curing days. Concrete may be placed as soon as the forms and reinforcing steel are approved.

(4) The support of tie beam and/or cap forms by falsework placed on previously placed tie beams will be permissible provided such beams have attained 425 psi flexural strength, curing requirements are completed, and the member is properly supported to eliminate stresses not provided for in the design.

(5) Bridges and direct traffic culverts shall not be opened to construction traffic or to the traveling public until authorized by the Engineer in accordance with the following:

After the last slab concrete has been in place at least 14 days, authorization may be given for construction traffic on structures not to exceed three-quarter ton vehicles.

After the last slab concrete has been in place at least 21 days, authorization may be given for other construction traffic, or for the traveling public when necessary. Vehicles exceeding the legal load limit will be allowed in accordance with Item 6, "Control of Materials".

(6) Box culverts in fills may be opened to backfilling and compaction equipment when the concrete in the top slab has attained 425 psi flexural strength, and may be opened to other traffic as soon as sufficient backfill and/or embankment has been placed over the top to protect the culverts against damage from heavy construction equipment. The Contractor shall repair, at his expense, any damage inflicted on the culvert by construction traffic.

420.4. Drains. Weep holes and roadway drains shall be installed and constructed as shown on the plans.

420.5. Expansion Joints. Joints and devices to provide for expansion and contraction shall be

constructed in accordance with plan details and the requirements of this Item.

The bearing area under the expansion ends of concrete slabs and slab and girder spans shall be given a steel trowel finish, and finished to the exact grades required.

Bridging of concrete or mortar around expansion joint material in bearings and expansion joints shall be prevented.

All open joints and joints to be filled with expansion joint material shall be constructed using forms adaptable to loosening or early removal. To avoid expansion or contraction damage to the adjacent concrete, these forms shall be loosened as soon as possible after final concrete set to permit free movement of the span without requiring full form removal.

When a "Type A" joint is shown on the plans, preformed fiber joint material shall be used in the vertical joints of the roadway slab, curb, median or sidewalk and the top one (1) inch thereof shall be filled with the joint sealing material shown herein or shown on the plans.

The sealer shall be installed in accordance with Item 438, "Cleaning and/or Sealing Joints and Cracks (Portland Cement Concrete)", and the manufacturer's recommendations.

Where preformed fiber joint material is used, it shall be anchored to the concrete on one (1) side of the joint by light wire or nails.

Finished joints shall conform to the plan details with the concrete sections completely separated by the specified opening or joint material.

Soon after form removal and again where necessary after surface finishing, all concrete shall be removed from within the joint opening to insure full effectiveness of the expansion joint.

420.6. Construction Joints. The joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set shall be deemed a construction joint. The term monolithic placement shall be interpreted to mean that the manner and sequence of concrete placing shall not create a construction joint.

Construction joints shall be of the type and at the locations shown on the plans. Construction joints other than those shown on the plans will not be permitted in bridge slabs. Additional joints in other members will not be permitted without written authorization from the Engineer. When additional joints are authorized, they shall have details equivalent to those shown on the plans for joints in similar locations.

Unless otherwise provided, construction joints shall be square and normal to the forms. Bulkheads shall be provided in the forms for all vertical joints.

Construction joints requiring the use of joint sealing material shall be as shown on the plans.
A concrete placement terminating at a horizontal construction joint shall have the top surface roughened thoroughly as soon as practicable after initial set is attained.

The hardened concrete surface shall be thoroughly cleaned of all loose material, laitance, dirt or foreign matter and saturated with water. All freewater shall be removed and the surface shall be in a moist condition when concrete and/or bonding grout is placed against it.

Forms shall be drawn tight against the existing concrete to avoid mortar loss and offsets at joints.

When shown on the plans or in other specifications, the joint surface shall be coated with bonding mortar, grout, or other specified material.

When shown on the plans, Type V epoxy material shall be used for bonding fresh concrete to hardened concrete. The bonding epoxy shall be placed on a clean, dry surface and shall be tacky when the fresh concrete is placed.

420.7. Seal for Foundations. Concrete for foundation seals, unless otherwise specified, shall be in accordance with Item 400, "Excavation and Backfill for Structures".

420.8. Falsework. Falsework shall be designed and constructed to safely carry the maximum anticipated loads, including wind loads, and to provide the necessary rigidity. Details of falsework construction shall be subject to review and approval by the Engineer in accordance with the provisions of Article 420.3.

For evaluating the adequacy of job fabricated falsework, a weight of 150 pounds per cubic foot shall be assumed for concrete, and a live load allowance of 50 pounds per square foot of horizontal surface of the form work shall be included. The maximum stresses shall not exceed 125 percent of the allowable stresses used by the Department for the design of structures.

Commercially produced structural units used in falsework shall not exceed the manufacturer's maximum allowable working load for moment, and shear or end reaction. The maximum allowable working load shall include an allowance of 35 pounds per square foot of horizontal form surface and sufficient details and data shall be submitted to the Engineer for approval.

All timber used in falsework shall be sound, in good condition, and free from defects which would impair its strength.

When wedges are used to adjust falsework to desired elevations, the wedges shall be used in pairs to insure even bearing. The use of wedges to compensate for incorrectly cut bearing surfaces will not be permitted. Wedges shall be hardwood or metal.

Sills or grillages shall be large enough to support the superimposed load without settlement, and unless founded on solid rock, shale or other hard materials, precautions shall be taken to prevent yielding of the supporting material.

Falsework which cannot be founded on a satisfactory spread footing shall be placed on piling or drilled shafts having a bearing capacity sufficient to support the superimposed load without settlement. Falsework piling shall be driven to the required resistance determined by the

applicable formula given in Item 404, "Driving Piling". Drilled shafts for falsework shall be designed to carry the superimposed load using both skin friction and point bearing.

Welding, when used, shall conform to the requirements of Item 448, "Structural Field Welding". Each falsework bent shall be securely braced to provide the stiffness required with the bracing securely fastened to each pile or column it crosses.

The falsework shall be removed when no longer required. Falsework piling shall be pulled or cut off not less than six (6) inches below finished ground level. Falsework, piling or drilled shafts in a stream, lake, or bay shall be completely removed to a point specified by the Engineer to prevent any obstruction to the waterway.

420.9. Forms. All forms shall be constructed in accordance with the following:

(1) General. Except where otherwise specified, forms may be of either timber or metal.

Forms for round columns exposed to view shall be of steel, except that other materials will be allowed with written permission of the Engineer.

Studs, joists, wales or other devices used for form supports shall be of sufficient section and rigidity to withstand undue bulging or settling of the forms. Any device or method used for form support shall be subject to the approval of the Engineer.

Forms shall be designed for the pressure exerted by a liquid weighing 150 pounds per cubic foot. The rate of placing the concrete shall be taken into consideration in determining the depth of the equivalent liquid. Job fabricated forms shall be designed for an additional live load of 50 pounds per square foot of horizontal surface. The maximum unit stresses shall not exceed 125 percent of the allowable stresses used by the Department for the design of structures.

Commercially produced structural units used in form work shall not exceed the manufacturer's maximum allowable working load for moment, shear or end reaction. The maximum working load shall include a live load of 35 pounds per square foot of horizontal form surface and sufficient details and data shall be submitted to the Engineer for review.

Forms shall be practically mortar-tight, rigidly braced and strong enough to prevent bulging between supports and shall be maintained to the proper line and grade during concrete placement. Forms shall be maintained in a manner to prevent warping and shrinkage.

Offsets at form joints shall not exceed 1/16 inch. Form supports for slabs shall not be welded to the top flange of I-beams or girders except in accordance with the provisions of Article 420.3.

Deflections due to cast-in-place slab concrete and railing shown in the dead load deflection diagram shall be taken into account in the setting of slab forms.

All forms and footing areas shall be cleaned of any extraneous matter before placing concrete. Permission to place concrete will not be given until all preparatory work is complete to the

satisfaction of the Engineer.

If, at any stage of placement, the forms show signs of bulging or sagging, the portion of the concrete causing such condition shall be removed immediately, if necessary, and the forms shall be reset and securely braced against further movement.

(2) Timber Forms. Lumber for forms shall be properly seasoned, of good quality, and free from imperfections which would affect its strength or impair the finished surface of the concrete.

Forms or form lumber to be reused shall be maintained clean and in good condition. Any lumber which is split, warped, bulged, marred or has defects that will produce inferior work shall not be used and shall be promptly removed from the work.

Form lining will be required for all formed surfaces, except for the inside of culvert barrels, inlets, manholes and box girders; the bottom of bridge decks between beams or girders; surfaces that are subsequently covered by backfill material or are completely enclosed; and, any surface formed by a single finished board. Lining will not be required when plywood forms are used.

Form lining shall be of an approved type such as masonite or plywood. Thin membrane sheeting such as polyethylene sheets shall not be used for form lining.

Commercial form liners used to imprint a pattern or texture on the surface of the concrete shall be as shown on the plans and/or as approved by the Engineer.

Forms may be constructed of plywood not less than 1/2 inch in thickness. The grain of the face plies on plywood forms shall be placed parallel to the span between the supporting studs or joists.

Plywood used for forming surfaces which remain exposed shall be equal to that specified as B-B Plyform Class I or Class II Exterior of the U.S. Department of Commerce, National Institute of Standards and Technology, U.S. Product Standard, latest edition.

Studs and joists shall be spaced so that the facing form material remains in true alignment under the imposed loads.

Wales shall be spaced close enough to hold forms securely to the designated lines and scabbed at least four (4) feet on each side of joints to provide continuity. A row of wales shall be placed near the bottom of each placement.

Facing material shall be placed with parallel and square joints and securely fastened to supporting studs.

Forms for surfaces receiving only an ordinary finish and exposed to view shall be placed with the form panels symmetrical, i.e., long dimensions set in the same direction. Horizontal joints shall be continuous.

Molding for chamfer strips or other uses shall be made of materials of a grade that will not split

when nailed and which can be maintained to a true line without warping. Wood molding shall be mill cut and dressed on all faces. Unless otherwise provided herein or shown on the plans, forms shall be filleted at all sharp corners and edges with triangular chamfer strips measuring 3/4 inch on the sides.

Except at structures where railing is to be attached, culvert headwall heights shall be adjusted as necessary to provide a maximum projection of three (3) inches above the roadway slope unless otherwise directed by the Engineer. At the entrance of all box culverts, a three (3) inch chamfer shall be provided along the bottom edge of the top slab. Reinforcing steel shall be adjusted as necessary to provide a minimum 1 1/4 inch clear cover. No changes will be made in quantities and no additional compensation will be allowed for this work.

All forms shall be constructed to permit their removal without marring or damaging the concrete. The forms may be given a slight draft to permit ease of removal.

Metal form ties of an approved type or a satisfactory substitute shall be used to hold forms in place and shall be of a type that permits ease of removal of the metal as hereinafter specified.

All metal appliances used inside of forms for alignment purposes shall be removed to a depth of at least 1/2 inch from the concrete surface. The appliances shall be made so the metal may be removed without undue chipping or spalling of the concrete, and when removed, shall leave a smooth opening in the concrete surface. Burning off of rods, bolts or ties will not be permitted.

Any wire ties used shall be cut back at least 1/2 inch from the face of the concrete.

Devices holding metal ties in place shall be capable of developing the strength of the tie and adjustable to allow for proper alignment.

Metal and wooden spreaders which are separate from the forms shall be removed entirely as the concrete is being placed.

Adequate clean-out openings shall be provided for narrow walls and other locations where access to the bottom of the forms is not readily attainable.

The facing of all forms shall be treated with bond breaking coating of such composition that would not discolor or otherwise injuriously affect the concrete surface. Care shall be exercised to prevent coating of the reinforcing steel.

(3) Metal Forms. The foregoing requirements for timber forms regarding design, mortar-tightness, filleted corners, beveled projections, bracing, alignment, removal, reuse and wetting shall also apply to metal forms, except that these will not require lining, unless specifically noted on the plans.

The thickness of form metal shall be as required to maintain the true shape without warping or bulging. All bolt and rivet heads on the facing sides shall be countersunk. Clamps, pins or other connecting devices shall be designed to hold the forms rigidly together and to allow removal without injury to the concrete. Metal forms which do not present a smooth surface or which line up

improperly shall not be used. Metal shall be kept free from rust, grease or other foreign materials.

(4) Form Supports for Overhang Slabs. Form supports which transmit a horizontal force to a steel girder or beam, or to a pre-stressed concrete beam will be permitted, providing a satisfactory structural analysis has been made of the effect on the girder or beam and approval is granted by the Engineer.

When overhang brackets are used on pre-stressed concrete beam spans with slab overhangs not exceeding three (3) feet six (6) inches, bracing requirements shall conform to the details shown on the plans.

For spans in which the overhang exceeds three (3) feet six (6) inches, additional support will be required for the outside beams regardless of the type beam used. Details of the proposed support system shall be submitted by the Contractor for approval.

Holes in steel members for support of overhang brackets may be punched or drilled full size or may be torch cut to 1/4 inch under size and reamed full size. In no case shall the holes be burned full size. The hole shall be left open unless otherwise shown on the plans. The holes shall never be filled by welding.

420.10. Placing Reinforcement. Reinforcement shall be placed as provided in Item 440, "Reinforcing Steel". Reinforcing steel supports shall not be welded to I-beams or girders or to reinforcing steel except where shown on the plans to be permissible.

Post tensioning ducts shall be placed in accordance with the approved pre-stressing details, and in accordance with Item 426, "Pre-stressing". The Contractor shall maintain all ducts free of obstructions until all post tensioning operations are complete.

420.11. Placing Concrete-General. The Contractor shall give the Engineer sufficient advance notice before placing concrete in any unit of the structure to permit the inspection of forms, reinforcing steel placement and other preparations.

The sequence of placing concrete shall be as shown on the plans or as required herein.

Concrete placement will not be permitted when impending weather conditions would impair the quality of the finished work. If conditions of wind, humidity, and temperature are such that concrete cannot be placed without cracking, concrete placement shall be done in the early morning or at night. When concrete mixing, placing, and finishing is done in other than daylight hours, provisions shall be made to adequately light the entire placement site. The Engineer will approve the adequacy of such lighting before operations are begun.

Where work has been started and changes in weather conditions require protective measures, the Contractor shall furnish adequate shelter to protect the concrete against damage from rainfall, or from freezing temperatures as outlined in Article 420.12. If necessary to continue operations during rainfall, the Contractor shall also provide protective coverings for the material stockpiles. Aggregate stockpiles need to be covered only to the extent necessary to control the moisture

conditions in the aggregates.

After concrete has achieved initial set, at least one (1) curing day shall elapse before placing strain on projecting reinforcement in order to prevent damage to the concrete.

(1) Placing Temperature. The temperature of all concrete at the time of placement shall be not less than 50 F.

The temperature of cast-in-place concrete in bridge slabs and top slabs of direct traffic structures shall not exceed 85 F when placed. Concrete diaframs, parapets, concrete portions of railing, curbs, and sidewalks, unless monolithically placed with the slab, will not be subject to the above maximum. Other portions of structures, when shown on the plans, shall require the temperature control specified.

For mass concrete placements, as defined in Subarticle 420.11 (10), the concrete temperature at the time of placement shall not exceed 75 F.

(2) Transporting Time. The maximum time interval between the addition of cement to the batch and the placing of concrete in the forms shall conform to the requirements in Table 1.

Table 1
Temperature-Time Requirements

Concrete Temp (at point of placement)	Max Time (No Retarding Agent) Minutes	Max Time(1) (With Retarding Agent) Minutes
	Non-Agitated Concrete	
Above 80 F		30
80 F and Below	15	45
	30	
	Agitated	
Above 90 F	Concrete	75
Above 75 F thru		90
90 F	45	120
75 F and Below	60	
	90	

(1) Normal dosage of retarder

(3) Transporting Equipment. The method and equipment used to transport concrete to the forms shall be capable of maintaining the rate of placement shown on the plans or required by the Engineer. Concrete may be transported by buckets, chutes, buggies, belt conveyors, pumps or

other methods.

When belt conveyors or pumps are used, sampling for testing should be done at the discharge end. When in the opinion of the Engineer, it is deemed impractical to sample at the discharge end, sampling may be done at the mixer provided that correlation testing is performed and documented to ensure specification requirements are met at the discharge end.

Concrete transported by conveyors shall be protected from sun and wind, if necessary, to prevent loss of slump and workability. Pipes through which concrete is pumped shall be shaded and/or wrapped with wet burlap, if necessary, to prevent loss of slump and workability. Concrete shall not be transported through aluminum pipes, tubes, or other aluminum equipment.

Pump lines shall conform to the following:

For Grade 2 coarse aggregate and smaller, the minimum size pump line shall be five (5) inches ID.

For Grade 1 coarse aggregate, the minimum size pump line shall be eight (8) inches ID.

Chutes, troughs, conveyors or pipes shall be arranged and used so that the concrete ingredients will not be separated. When necessary to prevent segregation, such equipment shall terminate in vertical down-spouts. Open troughs and chutes shall extend, if necessary, down inside the forms or through holes left in the forms.

All transporting equipment shall be kept clean and free from hardened concrete coatings. Water used for cleaning shall be discharged clear of the concrete.

(4) Forms. Openings in forms shall be provided, if needed, for the removal of laitance or foreign matter.

All forms, pre-stressed concrete panels, T-beams, and concrete box beams on which concrete is to be placed shall be wetted thoroughly prior to placing concrete thereon. Any remaining puddles of excess water shall be removed. The top of such members shall be in a moist surface dry condition when concrete is placed on them.

(5) Handling, Placing, and Consolidation. The method of handling, placing, and consolidation of concrete shall minimize segregation of the concrete and displacement of the reinforcement. A uniform dense compact mass shall be produced.

> **(a) Handling and Placing.** Concrete shall not have a free fall of more than five (5) feet, except in the case of thin walls such as in culverts or as specified in other items. Any hardened concrete splatter ahead of the plastic concrete shall be removed.
>
> Each part of the forms shall be filled by depositing concrete as near its final position as possible. Depositing large quantities at one point and running or working the concrete along the forms will not be allowed.

Concrete shall be deposited in the forms in layers of suitable depth but not more than 36 inches in thickness, unless otherwise directed by the Engineer.

Cold joints in a monolithic placement shall be avoided. The sequence of successive layers or adjacent portions of concrete shall be such that they can be vibrated into a homogeneous mass with the previously placed concrete. Not more than one (1) hour shall elapse between adjacent or successive placements of concrete, except as otherwise required by an approved placing procedure when revibration of the concrete is shown on the plans or specifications. This time requirement may be extended by 1/2 hour when the concrete contains not less than a normal dosage of retarding admixture.

An approved retarding agent shall be used to control stress cracks and/or cold joints in placements where differential settlement and/or setting time may induce stress cracking.

(b) Consolidation. All concrete shall be well consolidated and the mortar flushed to the form surfaces with immersion type vibrators. Vibrators which operate by attachment to forms or reinforcement will not be permitted, except on steel forms. At least one (1) stand-by vibrator shall be provided for emergency use in addition to those required for placement.

The concrete shall be vibrated immediately after deposit. A systematic spacing of the points of vibration shall be established to insure complete consolidation and thorough working of the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms. The vibrator may be inserted in a sloping or horizontal position in shallow slabs. The entire depth of each lift shall be vibrated, allowing the vibrator to penetrate several inches into the preceding lift. Concrete along construction joints shall be thoroughly consolidated by operating the vibrator along and close to but not against the joint surface. The vibration shall continue until thorough consolidation and complete embedment of reinforcement and fixtures is produced, but not long enough to cause segregation. Vibration may be supplemented by hand spading or rodding, if necessary, to insure the flushing of mortar to the surface of all forms.

(6) Slabs. Unless otherwise shown on the plans or other specifications, slab concrete shall be mixed in a plant located off the structure. Carting or wheeling concrete batches over completed slabs will not be permitted until the slabs have aged at least four (4) full curing days. For the remainder of the curing period, timber planking will be required for carting of the concrete. Carts shall be equipped with pneumatic tires. Curing operations shall not be interrupted for the purpose of wheeling concrete over finished slabs.

The storing of reinforcing or structural steel on completed roadway slabs generally shall be avoided and, when permitted, shall be limited to quantities and distribution that will not induce excessive stresses.

A longitudinal screed may be placed directly on previously placed concrete slabs for the purpose of checking and grading of an adjacent slab after the previously placed slab has aged not less than 24 hours. Actual screeding may be done after the previously placed slabs have aged at least 48 hours.

(7) Continuous Placements. For continuous placement of the deck on steel units, the initial set of the concrete shall be retarded sufficiently to insure that the concrete remains plastic in not less than three (3) spans immediately preceding the slab being placed. For simple spans, retardation shall be required only if necessary to complete finishing operations or as required by Article 420.13.

(8) Fogging and Interim Curing. From the time of initial strike off of the concrete until finishing is completed and required interim curing is in place, the unformed surfaces of slab concrete in bridge decks and top slabs of direct traffic culverts shall be fogged when necessary to replace water loss due to evaporation.

Fogging equipment shall be capable of applying water in a fine mist, not a spray. The fog shall be produced using equipment which pumps water or water and air under high pressure through a suitable atomizing nozzle. The equipment shall be hand operated and sufficiently portable for use in the direction of any prevailing wind. It shall be adaptable for intermittent use as directed by the Engineer to prevent excessive wetting of the concrete.

Interim curing will be required for slab concrete in bridge decks and top slabs of the direct traffic culverts immediately upon completion of final finish. Type 1-D membrane curing compound (Resin Base Only) will be required. Water curing will be required in accordance with Article 420.20 and shall be commenced as soon as possible without damaging the surface finish.

(9) Installation of Dowels and Anchor Bolts. Dowels and anchor bolts may be cast-in-place or installed by grouting with grout, epoxy or epoxy mortar. Holes for grouting may be formed or drilled.

(a) General. Holes for anchor bolts shall accommodate the bolt embedment required by the plans. Holes for dowels shall be a minimum of 12 inches deep unless otherwise shown on the plans. When grout or epoxy mortar is used, the diameter of the hole shall be not less than twice the dowel or bolt diameter nor more than the diameter plus 1 1/2 inches. When using epoxy, the hole diameter shall be 1/16 inch to 1/4 inch greater than the dowel or bolt diameter.

Holes shall be thoroughly cleaned of all loose material, oil, grease, or other bond breaking substance and blown clean with filtered compressed air. Holes shall be in a surface dry condition when epoxy type material is used. Holes shall be in a surface moist condition when portland cement grout is used. The Contractor shall develop and demonstrate a procedure for cleaning and preparing the holes for installation of the dowels and anchor bolts that is satisfactory to the Engineer. The void between the hole and dowel or bolt shall be completely filled with grouting material.

(b) Cast-in-Place or Grouted Systems. Portland cement grout, epoxy, epoxy mortar, or other prepackaged grouts as approved by the Engineer may be used.

Portland cement grout shall conform to the pertinent provisions of Item 421, "Portland

Cement Concrete". Epoxy (Type V) and Epoxy Mortar (Type VIII) shall conform to Item 575, "Epoxy". Grout, epoxy or epoxy mortar may be used as the binding agent unless otherwise indicated on the plans.

(c) Other Anchor Systems. These systems shall be in accordance with the plans and approved by the Engineer.

(10) Mass Placements. Unless otherwise shown on the plans, for monolithic mass placements having a least dimension greater than five (5) feet, the Contractor shall develop a plan to assure that during the heat dissipation period, the temperature differential between the central core of the placement and the exposed concrete surface does not exceed 35 F.

A detailed plan, along with an analysis of the associated heat generation and dissipation (heat flow analysis) shall be submitted to the Engineer for approval. No concrete shall be placed until this plan is approved.

This plan may include a combination of the following:

1. Selection of concrete ingredients to minimize heat of hydration.
2. Using ice or cooling concrete ingredients.
3. Controlling rate of concrete placement.
4. Using insulation to control heat loss.
5. Using supplemental heat to control heat loss.
6. Use of fly ash.

The Contractor shall furnish and install two (2) sets of strip chart temperature recording devices or approved equivalent at locations designated by the Engineer. These devices shall be accurate to within +/- 2 F within the range of 32 F to 212 F and shall be used to simultaneously measure the temperature of the concrete at the core and the surface.

420.12. Placing Concrete in Cold Weather. The Contractor is responsible for the protection of concrete placed under any and all weather conditions. Permission given by the Engineer for placing during cold weather will not relieve the Contractor of the responsibility for producing concrete equal in quality to that placed under normal conditions. Should concrete placed under such conditions prove unsatisfactory, it shall be removed and replaced.

Concrete may be placed only when the atmospheric temperature is greater than 35 F. Concrete shall not be placed in contact with any material coated with frost or having a temperature less than 32 F.

Aggregates shall be free from ice, frost and frozen lumps. When required, in order to produce the minimum specified concrete temperature, the aggregate and/or the water shall be heated uniformly, in accordance with the following:

The water temperature shall not exceed 180 F, nor shall the aggregate temperature exceed 150 F. The heating apparatus shall heat the mass of aggregate uniformly. The temperature

of the mixture of aggregates and water shall be between 50 F and 85 F before introduction of the cement.

The Contractor shall provide and install recording thermometer(s) or other suitable temperature measuring device(s) to verify that all concrete is effectively protected as follows:

(a) The temperature of all unformed surfaces of bridge decks and top slabs of direct traffic culverts shall be maintained at 50 F or above for a period of 72 hours from time of placement and above 40 F for an additional 72 hours.

(b) The temperature at the surface of all concrete in bents, piers, culvert walls, retaining walls, parapets, wingwalls, bottom of slabs, and other similar formed concrete shall be maintained at 40 F or above for a period of 72 hours from time of placement.

(c) The temperature of all concrete, including the bottom slabs (footings) of culverts placed on or in the ground, shall be maintained above 32 F for a period of 72 hours from time of placement.

Protection shall consist of providing additional covering, insulated forms or other means, and if necessary, supplementing such covering with artificial heating. Curing as specified under Article 420.20 shall be provided during this period until all requirements for curing have been satisfied.

When impending weather conditions indicate the possibility of the need for such temperature protection, all necessary heating and covering material shall be on hand and ready for use before permission is granted to begin placement.

Sufficient extra test specimens will be made and cured with the placement to ascertain the condition of the concrete as placed prior to form removal and acceptance.

420.13. Placing Concrete in Hot Weather. Unless otherwise directed by the Engineer, when the temperature of the air is above 85 F, an approved retarding agent will be required in all concrete used in superstructures and top slabs of direct traffic culverts.

420.14. Placing Concrete in Water. Concrete shall be deposited in water only when shown on the plans or with the written permission of the Engineer. The forms or cofferdams shall be sufficiently tight to prevent any water current passing through the space in which the concrete is being deposited. Pumping of water will not be permitted during the concrete placing, nor until it has set for at least 36 hours.

The concrete shall be placed with a tremie, or other approved method, and shall not be permitted to fall freely through the water nor shall the concrete be disturbed after being placed. The concrete surface shall be kept approximately level during placement.

The tremie shall consist of a water-tight tube of a diameter which will permit adequate placement of the concrete, but not greater than 14 inches. The tremie shall be constructed so that the bottom

can be sealed and opened after the tremie is in place and fully charged with concrete. The tremie shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. The lower end of the tremie shall be submerged in the concrete at all times.

The placing operations shall be continuous until the work is complete.

Unless otherwise specified, all classes of concrete placed under water, except Class E and Class SS, shall be redesigned to contain an additional sack of cement per cubic yard more than the mix design being used. Pilot beam tests may be waived by the Engineer for this redesign.

420.15. Placing Concrete in Superstructure. Unless otherwise shown on the plans, simple span bridge slabs shall be placed without transverse construction joints by using either a mechanical longitudinal screed or a self propelled transverse finishing machine. For small placements or for unusual conditions, the Engineer may waive the mechanical screed requirement and permit the use of manually operated screeding equipment. The screed shall be adequately supported on a header or rail system sufficiently stable to withstand the longitudinal or lateral thrust of the equipment. Unless otherwise shown on the plans, temporary intermediate headers will be permitted for placements exceeding 50 feet in length for the longitudinal screed, provided the rate of placement is rapid enough to prevent a cold joint and that these headers are designed for early removal to permit satisfactory consolidation and finish of the concrete at their locations.

Unless otherwise shown on the plans, slabs on continuous units shall be placed in one continuous operation without transverse construction joints using a mechanical longitudinal screed or a self propelled transverse finishing machine. For unusual conditions, such as widening, variable cross slopes or transitions, the Engineer may waive the mechanical screed requirement and permit the use of manually operated screeding equipment. Rails for transverse finishing machines which are supported from the beams or girders shall be installed so that the supports may be removed without damage to the slab. Bond between removable supports and the concrete shall be prevented in a manner acceptable to the Engineer. Rail support parts which remain embedded in the slab shall not project above the upper mat of reinforcing steel. Rail or screed supports attached to I-beams or girders shall be subject to the requirements of Article 420.3.

Unless otherwise shown on the plans, for transverse screeding, the minimum rate of concrete placement shall be 30 linear feet of bridge deck per hour. The Contractor shall furnish personnel and equipment capable of placing, finishing and curing the slab at an acceptable rate to insure compliance with the specifications.

The profile gradeline may require adjustment, due to variation in beam camber and other factors, to obtain the required cover over the slab reinforcement. Beams shall be set in a sufficient number of spans so that when adjustment is necessary, the profile gradeline can be adjusted over suitable increments and the revised gradeline will produce a smooth riding surface.

One (1) or more passes shall be made with the screed over the bridge deck segment prior to the placement of concrete thereon to insure proper operation and maintenance of grades and clearances.

Slab concrete shall be deposited between the exterior beam and the adjacent beam prior to placing concrete in the overhang portion of the slab.

For transverse screeding, concrete shall be placed in transverse strips. Additionally, on profile grades greater than 1 1/2 percent, placement shall begin at the lowest end.

For longitudinal screeding, concrete shall be placed in longitudinal strips starting at a point in the center of the segment adjacent to one side, except as provided herein, and the strip completed by placing uniformly in both directions toward the ends, except that for spans on a grade of 1 1/2 percent or more placing shall start at the lowest end.

The width of strips shall be such that the concrete therein will remain plastic until the adjacent strip is placed. Where monolithic curb construction is specified, the concrete shall be placed therein in proper sequence to be monolithic with the adjacent longitudinal strips of the slabs.

An approved system of checking shall be used to detect any vertical movement of the forms or falsework. Forms for the bottom surface of concrete slabs, girders and overhangs shall be maintained to the required vertical alignment during concrete placing.

Unless otherwise shown on the plans, girders, slab and curbs of slab and girder spans shall be placed monolithically. Concrete girder stems shall be filled first and the slab concrete placed within the time limits specified in Article 420.11.

Construction joints, when permitted for slab placements on steel and prestressed concrete beams, shall be as shown on the plans. Where plans permit segmental placing without specifying a particular order of placement, any logical placing sequence which will not result in the overstressing of any of the supporting members will be permitted subject to the approval of the Engineer.

Any falsework under steel girder or truss spans shall be released and the spans swung free on their permanent supports before placing any slab concrete thereon.

When the curb forms are filled, the top of curb and sidewalk section shall be brought to the correct camber and alignment and finished as described in Articles 420.18 and 420.23.

420.16. Placing Concrete in Box Culverts. Where the top slab and walls are placed monolithically in culverts more than four (4) feet in clear height, an interval of not less than one (1) nor more than two (2) hours shall elapse before placing the top slab to allow for settlement and shrinkage in the wall concrete.

The footing slab shall be accurately finished at the proper time to provide a smooth uniform surface. Top slabs which carry direct traffic shall be finished as specified in Article 420.19. Top slabs of fill type culverts shall be given a float finish.

420.17. Placing Concrete in Foundation and Substructure. Concrete shall not be placed in footings until the depth and character of the foundation has been inspected by the Engineer and permission has been given to proceed.

Placing of concrete footings upon seal concrete will be permitted after the cofferdams are free from water and the seal concrete cleaned. Any necessary pumping or bailing during the concreting operation shall be done from a suitable sump located outside the forms.

All temporary wales or braces inside cofferdams shall be constructed or adjusted as the work proceeds to prevent unauthorized construction joints.

When footings can be placed in a dry excavation without the use of cofferdams, forms may be omitted, if approved by the Engineer, and the entire excavation filled with concrete to the elevation of the top of footing. In this case, measurement for payment will be based on the footing dimensions shown on the plans.

Concrete in columns shall be placed monolithically between construction joints unless otherwise provided. Columns and caps and/or tie beams supported thereon may be placed in the same operation. To allow for settlement and shrinkage of the column concrete, it shall be placed to the lower level of the cap or tie beam and placement delayed for not less than one (1) hour nor more than two (2) before proceeding.

420.18. Treatment and Finishing of Horizontal Surfaces Except Roadway Slabs. All unformed upper surfaces shall be struck off to grade and finished. The use of mortar topping for surfaces under this classification will not be permitted.

After the concrete has been struck off, the surface shall be floated with a suitable float. Bridge sidewalks shall be given a wood float or broom finish or may be striped with a brush, as specified by the Engineer.

The tops of caps and piers between bearing areas shall be sloped slightly from the center toward the edge, and the tops of abutments and transition bents sloped from the backwall to the edge, as directed by the Engineer, so that the water drains from the surface. The concrete shall be given a smooth trowel finish. When shown on the plans, the top of caps and piers shall be coated with Type X epoxy material except for areas under shoes and bearing pads. Unless otherwise shown on the plans, the color shall be concrete gray. The color of the epoxy may be adjusted to concrete gray by the use of a black universal type tinting paste. Bearing areas for steel units shall be constructed in accordance with Item 441, "Steel Structures".

Bearing seat build-ups or pedestals for concrete units may be cast integrally with the cap or with a construction joint as follows:

The bearing seat build-ups shall be constructed of a latex based mortar or an epoxy mortar, mixed in accordance with the manufacturer's recommendation. Pedestals shall be constructed of Class "C" concrete, reinforced as shown on the plans.

Bearing areas under elastomeric pads or non-reinforced bearing seat build-ups shall be given a textured, wood float finish.

420.19. Finish of Roadway Slabs. In all roadway slab finishing operations, camber for specified vertical curvature and transverse slopes shall be provided.

For concrete slab or concrete slab girder spans cast in place on falsework, an additional amount of camber shall be provided to offset the initial and final deflections of the span. The additional amount of camber shall be determined from the dead load deflection diagram shown on the plans. When dead load deflection is not shown on the plans, the additional amount of camber shall be 1/8 inch per ten foot of span length but not to exceed 1/2 inch. For pan girder spans the additional camber for initial and final deflections shall be approximately 1/2 inch for 30 foot spans and 5/8 inch for 40 foot spans unless otherwise directed by the Engineer.

Roadway slabs supported on pre-stressed concrete, steel beams or girders shall receive no additional camber, except that for slabs without vertical curvature, the longitudinal camber shall be approximately 1/4 inch.

Dead load deflection shall be taken into account in setting the grades of headers and rail systems.

Work bridges or other suitable facilities shall be provided by the Contractor from which to perform all finishing operations and check measurements for slab thickness and reinforcement cover.

As soon as the concrete has been placed and vibrated in a section of sufficient width to permit working, the surface shall be approximately leveled, struck off and screeded, carrying a slight excess of concrete ahead of the screed to insure filling of all low spots. The screed shall be rigid enough to hold true to shape and shall have sufficient adjustments to provide for the required camber or section. A vibrating screed may be used if heavy enough to prevent undue distortion. The screeds, except those of the roller drum type, shall be provided with metal cutting edges.

Longitudinal screeds shall be moved across the concrete with a saw-like motion while their ends rest on headers or templates set true to the roadway grade or on the adjacent finished slab.

The surface of the concrete shall be screeded a sufficient number of times and at such intervals to produce a uniform surface, true to grade and free of voids.

If necessary, the screeded surface shall be worked to a smooth finish with a long handled wood or metal float, or hand floated from bridges over the slab.

When required by the Engineer, the Contractor shall perform sufficient checks with a long handled 10 foot straightedge on the plastic concrete to insure that the final surface will be within the tolerances specified below. The check shall be made with the straightedge parallel to the centerline. Each pass thereof shall lap half of the preceding pass. All high spots shall be removed and all depressions over 1/16 inch in depth shall be filled with fresh concrete and floated. The checking and floating shall be continued until the surface is true to grade and free of depressions, high spots, voids or rough spots.

Rail support holes shall be filled with concrete and finished to match the top of the slab.

Unless otherwise shown on the plans, when no additional wearing course is to be placed, the bridge deck surface shall be given a grooved steel tine finish. The grooves shall be approximately 1/8 to 3/16 inch deep, approximately 1/8 inch wide. The tines shall be randomly spaced approximately 3/4 to one (1) inch apart. The grooves shall run perpendicular to the structure center line when a transverse screed is used and parallel to the structure centerline when a longitudinal screed is used. Areas which receive insufficient texture depth shall receive additional texturing, when directed by the Engineer, by saw grooving in accordance with the procedure given below.

At the option of the Contractor, or when shown on the plans, the surface shall be given its final texture by saw grooving to meet the above requirements. Saw grooving may be done a minimum of four (4) days after the slab concrete has been placed. If saw grooving is done prior to the completion of curing, the curing shall be continued after sawing to provide the minimum curing time required.

When shown on the plans that a concrete overlay is to be placed on the slab (new construction) or on pre-stressed concrete box beams or other precast elements, the slab or the top surface of shear key and diafram concrete shall be given a broom finish. The finish shall have an average texture depth of approximately 0.035 inches with any individual test, not falling below 0.020 inches unless otherwise shown on the plans, when tested in accordance with Test Method Tex-436-A. Should the texture depth fall below that intended, the finishing procedures shall be revised to produce the desired texture.

When the plans require that an asphaltic seal, with or without overlay, on the slab (new construction), on pre-stressed concrete box beams or other precast elements, the slab or top surface of shear key and diafram concrete shall be given a lightly textured broom finish having an average texture depth of approximately 0.025 inches when tested in accordance with Test Method Tex-436-A.

Straightedge requirements will be required on slabs (new construction) to be overlaid.

After the concrete slab has attained final set, the Engineer may require that the finished surface be tested with a standard 10 foot straightedge. The straightedge shall be used parallel to the centerline of the structure to bridge any depressions and touch high spots. Ordinates of the irregularities, measured from the face of the straightedge to the surface of the slab, should normally not exceed 1/8 of an inch, making proper allowances for camber, vertical curve and surface texture; however, occasional variations exceeding this will be acceptable if, in the opinion of the Engineer, the variations will not produce unacceptable riding qualities.

When directed by the Engineer, irregularities exceeding the above shall be corrected. Areas which are corrected to produce satisfactory riding qualities shall be provided with an acceptable surface texture in a manner approved by the Engineer.

420.20. Curing Concrete. The Contractor shall inform the Engineer of the methods proposed for curing; shall provide the proper equipment and material in adequate amounts; and shall have the proposed methods, equipment and material approved prior to placing concrete.

Unless otherwise noted herein or shown on the plans, the choice of curing methods shall be at the option of the Contractor, except that the Engineer may require the same curing methods for like portions of a single structure.

Inadequate curing and/or facilities shall be cause for the Engineer to delay all concrete placement on the job until remedial action is taken.

All concrete shall be cured for a period of four (4) curing days except as noted herein.

Table 2
EXCEPTIONS TO 4-DAY CURING

Description	Type of Cement	Required Curing Days
Upper surfaces of bridge slabs, top slab of direct traffic culverts, and concrete overlays	I or III	8
	II or I/II*	10
	All types with fly ash	10
Concrete Piling Build-ups	All	6

*Meets the requirements of both Type I and Type II.

When the air temperature is expected to drop below 40 F, the concrete shall be covered with polyethylene sheeting, burlap-polyethylene blankets, mats or other acceptable materials to provide the protection required by Article 420.12.

A curing day is defined as a calendar day when the temperature, taken in the shade away from artificial heat, is above 50 F for at least 19 hours, or on colder days if satisfactory provisions are made to maintain the temperature of all surfaces of the concrete above 40 F for the entire 24 hours. The required curing period shall begin when all concrete therein has attained its initial set.

The following methods are permitted for curing concrete subject to the requirements of Table 3 and the following additional requirements for each method of curing:

(1) Form Curing. When forms are left in contact with the concrete, other curing methods

will not be required except for exposed surfaces and for cold weather protection.

(2) Water Curing. All exposed surfaces of the concrete shall be kept wet continuously for the required curing time. The water used for curing shall meet the requirements for concrete mixing water as specified in Item 421, "Portland Cement Concrete". Sea water will not be permitted. Water which stains or leaves an unsightly residue shall not be used.

(a) Wet Mat Curing. This curing method shall consist of keeping the concrete continuously wet by maintaining wet cotton mats in direct contact with the concrete for the required curing time. Damp burlap blankets made from nine (9) ounce stock may be placed on the damp concrete surface for temporary protection prior to the application of cotton mats. The cotton mats may then be placed dry and wetted down immediately after they are placed. The mats shall be weighted down adequately to provide continuous contact with all concrete where possible.

Surfaces which cannot be cured by direct contact shall be covered with mats forming an enclosure well anchored to the forms or ground so that outside air cannot enter the enclosure. Sufficient moisture shall be provided inside the enclosure to keep all surfaces of the concrete wet. Wet mat curing will be required for Part A in Table 3 when the anticipated ambient temperature is expected to remain above 40 F for the first 72 hours of the curing period.

Polyethylene sheeting, burlap-polyethylene blankets, laminated mats or insulating curing mats placed in direct contact with the slab will be required when the air temperature is expected to drop below 40 F during the first 72 hours of the curing period. These curing materials shall be weighted down with dry mats to maintain direct contact with the concrete and to provide insulation against cold weather. Supplemental heating or insulation may be required in cold and/or wet weather if the insulating cotton mats become wet or if the concrete drops below the specified curing temperature.

(b) Water Spray. This curing method shall consist of overlapping sprays or sprinklers that keep all unformed surfaces continuously wet.

(c) Ponding. This curing method requires the covering of the surfaces with a minimum of two (2) inches of clean granular material, kept wet at all times, or a minimum of one (1) inch depth of water. Satisfactory provisions shall be made to provide a dam to retain the water or saturated granular material.

(3) Membrane Curing. Unless otherwise provided herein or shown on the plans, either Type 1-D or Type 2 membrane curing compound may be used where membrane curing is permitted except that Type 1-D (Resin Base Only) will be required for bridge slabs and top slabs of direct traffic culverts and all other surfaces which may require a higher grade of surface finish.

Table 3

CURING REQUIREMENTS

STRUCTURE UNIT DESCRIPTION	REQUIRED		PERMITTED	
	Water for Complete Curing	Membrane for Interim Curing	Water for Complete Curing	Membrane for Complete Curing
A. Upper surfaces of Bridge Roadway, Median and Sidewalk slabs, Top Slabs of Direct Traffic Culverts.	X	X (Resin Base)		
B. Top Surface of any Concrete Unit upon which Concrete is to be placed and bonded at a later interval (Stub Walls, Risers, etc.). Other Super structure Concrete (Curbs Wingwalls, Parapet Walls, etc.).	X			
C. All Substructure Concrete, Culverts, Box Sewers, Inlets, Manholes, Retaining Walls, Riprap, Railing			*X	*X
All other concrete	As specified in other items.			

*Polyethylene Sheeting, Burlap-Polyethylene Mats or Laminated Mats in close intimate contact with the concrete surfaces will be considered equivalent to water or membrane curing.

For substructure concrete only one (1) type of curing compound will be permitted on any one (1) structure. Material requirements and construction methods shall be as required by Item 526, "Membrane Curing", except as changed herein.

Membrane curing shall not be applied to dry surfaces, but shall be applied just after free moisture has disappeared. Formed surfaces and surfaces which have been given a first rub shall be dampened and shall be moist at the time of application of the membrane.

When membrane is used for complete curing, the film shall remain unbroken for the minimum curing period specified. Membrane which is damaged shall be corrected immediately by reapplication of membrane. Unless otherwise noted herein or shown on the plans, the choice of membrane type shall be at the option of the Contractor.

420.21. Removal of Forms and Falsework. Except as herein provided, forms for vertical surfaces may be removed when the concrete has aged not less than 12 hours, provided the removal can be done without damage to the concrete.

Forms for inside curb faces may be removed at such time the removal can be done without damage to the curb.

Weight supporting forms and falsework for all bridge components and culvert slabs, except as noted herein, shall remain in place a minimum of four (4) curing days. The forms then may be removed if the concrete has attained a flexural strength of 425 psi, as evidenced by strength tests using test beams made from the same concrete and cured under the same conditions as the portion of the structure involved. Forms for other structural components may be removed as specified by the Engineer.

Inside forms (walls and top slabs) for box culverts and sewers may be removed after concrete has aged not less than one (1) day (24 hrs.) and has acquired a flexural strength of not less than 255 psi, provided an overhead support system, approved by the Engineer, is used to transfer the weight of the top slab to the walls of the box culvert or sewer before the support provided by the forms is removed.

When all test beams made for the purpose of form removal have been broken without attaining the required strength, forms shall remain in place for a total of 14 curing days.

The above provisions relative to form removal shall apply only to forms or parts thereof which are constructed to permit removal without disturbing forms or falsework required to be left in place for a longer period on other portions of the structure.

All forms and falsework shall be removed unless otherwise approved by the Engineer.

420.22. Defective Work. Any defective work shall be repaired as soon as possible.

Any defect which in the opinion of the Engineer cannot be repaired satisfactorily to the extent required by the Engineer shall be removed and replaced at the expense of the Contractor.

420.23. Finishing Exposed Surfaces. A Surface Finish shall be applied to all concrete surfaces and shall be in accordance with Item 427, "Surface Finishes for Concrete".

420.24. Measurement. The quantities of concrete of the various classifications which will constitute the completed and accepted structure or structures in place will be measured by the cubic yard, each, square foot, square yard, or linear foot as shown on the plans. Measurement will be as follows:

(1) General.

(a) All concrete quantities will be based on the dimensions shown on the plans or those established in writing by the Engineer. Diafram concrete, when required, will be included in the slab measurement.

(b) In determining quantities, no deductions will be made for chamfers less than two (2) inches, embedded portions of structural steel or pre-stressed concrete beams, piling, anchor bolts, reinforcing steel, drains, weep holes, junction boxes, electrical or telephone conduit, conduit and/or voids for pre-stressed tendons or for embedded portions of light fixtures.

(c) For pan girder spans, a quantity will be included for the screed setting required to provide proper camber in the roadway surface after form removal.

(d) For slabs on steel and pre-stressed beams, a quantity for the haunch between the slab and beams will be included when required. No measurement will be made during construction for variation in the amount of haunch concrete due to deviation from design camber in the beams.

(e) For slabs on panels, T-beams, or box beams, the combination of span length, theoretical camber in beams, computed deflections, and plan vertical curve will be taken into account in determining the quantity for the slab.

Additional concrete which may be required by an adjustment of the profile grade line during construction, to insure proper slab thickness, will not be measured for payment.

(f) Variation in concrete headwall quantity incurred when an alter- nate bid for pipe is permitted will not be measured for payment.

(g) Quantities revised by a change in design, measured as specified herein, will be increased or decreased, as the case may be, and included for payment.

(2) Plan Quantity. For structure elements designated in Table 4, and when measured by the cubic yard, this is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

When the quantity for a complete structure element has been erroneously included or omitted from the plans, the quantity shown on the plans for that element will be added to or deducted from the plan quantity and included for payment. A complete structure element will be the smallest portion of a total structure for which a quantity is included on the plans.

When the plan quantity for a complete structure element is in error by five (5) percent or more, a recalculation will be made and the corrected quantity included for payment.

(3) Measured in Place. For those Items not measured for plan quantity payment, measurement will be made in place.

Table 4
PLAN QUANTITY PAYMENT
(Cubic Yard Measurement Only)

Culverts and Wingwalls	Slabs on Steel Spans
Headwalls for pipe	Slabs on Pre-stressed Spans
Retaining Walls	Pan Girder Spans
Inlets and Manholes	Pile Bent Caps
Slab Spans	Shear Key Concrete
Slab and Girder Spans	Abutments

Note: Other structure elements may be paid for as "plan quantity", including pier and bent concrete, when shown on the plans.

For those portions of structures not listed in Table 4, the concrete quantities, measured as provided in Subarticle 420.24.(1) will be paid for at the unit price bid per "Cubic Yard", per "Each", per "Square Foot", per "Square Yard", or per "Linear Foot", in place, for the various classifications of concrete shown.

420.25. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the various structure elements specified of the various classes of concrete. This price shall be full compensation for furnishing, hauling and mixing all concrete materials; for furnishing, bending, fabricating, splicing, welding and placing the required reinforcement; for all clips, blocks, metal spacers, ties, wire or other materials used for fastening reinforcement in place; for placing, finishing and curing all concrete; for all grouting and pointing; for furnishing and placing drains; for furnishing and placing metal flashing strips; for furnishing and placing expansion-joint material required by this Item; and for all forms and falsework, labor, tools, equipment and incidentals necessary to complete the work.

Concrete which fails to meet minimum strength requirements may be rejected or a structural review may be made by the Engineer. Such concrete which is proven structurally adequate may be accepted at an adjusted price based on the following formula:

$A = .10Bp + .75(Sa/Ss)^2 Bp$
A = Amount to be paid per unit of measure
Sa = Actual strength from beams or cores.
Ss = Minimum required strength (specified)
Bp = Unit bid price

*** * * END OF SECTION * * ***

SECTION ITEM 421

PORTLAND CEMENT CONCRETE

421.1. Description. This Item shall govern for portland cement concrete to be used in concrete pavement, concrete structures and other concrete construction.

421.2. Materials. The concrete shall be composed of portland cement, (with or without) fly ash, fine and coarse aggregates and water.

(1) Cement. Portland cement shall conform to Item 524, "Hydraulic Cement".

Unless otherwise shown on the plans or in the specifications, the cement shall be either Type I, IP, II or III portland cement except as follows:

a. Type III cement shall not be used when the anticipated air temperature for the succeeding 12 hours will exceed 60 F.

b. Type III cement may be used, regardless of air temperature, in all precast concrete.

All cement used in a monolithic placement shall be of the same type.

Type I/II cement may be considered as either Type I or Type II cement except as otherwise noted.

Type IP cement may be used in lieu of Type I or Type II cement except when otherwise required by the plans or specifications. When Type IP cement is used, additional fly ash will not be permitted.

(2) Fly Ash. Fly ash shall conform to the requirements of Departmental Materials Specification D-9-8900. Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th Street, Austin, Texas 78701-2483.

When fly ash is used, "cement" shall be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of Type I, II or III portland cement and 20 to 35 percent fly ash by absolute volume, except that for classes of concrete which are specified to have less than five (5) sacks of portland cement per cubic yard, the fly ash replacement of cement shall not exceed 25 percent by absolute volume of the specified cement content. The Contractor has the option of using "cement plus fly ash" as defined herein for all classes of concrete except that Type B fly ash shall not be used when Type II cement is required, and no fly ash is permitted when a white portland cement is required.

(3) Mixing Water. Water for use in concrete and for curing shall be free from oils, acids, organic matter or other deleterious substances and shall not contain more than 1000 parts

per million of chlorides as Cl nor more than 1000 parts per million of sulfates as SO_4.

Water from municipal supplies approved by the State Health Department will not require testing, but water from other sources will be sampled and tested before use in concrete. Tests shall be made in accordance with AASHTO T26. A sample of approximately one (1) gallon shall be submitted to the Texas Department of Transportation, Division of Materials and Tests, 3800 Jackson Ave., Bldg. No. 5, Austin, Texas 78731-6033.

Water used in white portland cement concrete shall be free from iron and other impurities which may cause staining or discoloration.

(4) Coarse Aggregate. Coarse aggregate shall be washed and shall consist of durable particles of gravel, crushed blast furnace slag, crushed stone, or combinations thereof and shall be free from frozen material or injurious amounts of salt, alkali, vegetable matter, or other objectionable material either free or as an adherent coating. When white portland cement is specified, the coarse aggregates used in the concrete shall be light colored. Quality shall be reasonably uniform throughout. Coarse aggregate shall not contain more than 0.25 percent by weight of clay lumps, nor more than one (1.0) percent by weight of shale, nor more than five (5.0) percent by weight of laminated and/or friable particles when tested in accordance with Test Method Tex-413-A. Coarse aggregate from each source shall have a wear of not more than 40 percent when tested in accordance with Test Method Tex-410-A.

Unless otherwise shown on the plans, coarse aggregate from each source will be subjected to five (5) cycles of both the sodium sulfate and the magnesium sulfate soundness test in accordance with Test Method Tex-411-A. When the loss is greater than 12 percent with sodium sulfate and/or 18 percent with magnesium sulfate, further testing will be required prior to acceptance or rejection of the material. A satisfactory record under similar conditions of service and exposure will be considered in the evaluation of material failing to meet these requirements.

When tested in accordance with Test Method Tex-401-A, the coarse aggregate, including combinations of aggregates when used, shall conform to the gradation requirements shown in Table 1, except as provided in Subarticle 427.8.(3) for exposed aggregate finishes.

TABLE 1

COARSE AGGREGATE GRADATION CHART

Aggregate Grade No.	Nominal Size Inches	Percent Retained on Each Sieve								
		2-1/2 in.	2 in.	1-1/2 in.	1 in.	3/4 in.	1/2 in.	3/8 in.	No. 4	No. 8
1	2	0	0-20	15-50		60-80			95-100	
2 (467)*	1-1/2		0	0-5		30-65		70-90	95-100	
3	1-1/2		0	0-5		10-40	40-75		95-100	
4 (57)*	1			0	0-5		40-75		90-100	95-100
5 (67)*	3/4				0	0-10		45-80	90-100	95-100
6 (7)*	1/2					0	0-10	30-60	85-100	95-100
7	3/8						0	5-30	75-100	
8	3/8						0	0-5	35-80	90-100

*Numbers in parenthesis indicate that these gradations conform to corresponding ASTM gradation in ASTM C33.

The loss by decantation in accordance with Test Method Tex-406-A plus the allowable weight of clay lumps, shall not exceed one (1) percent, or the value shown on the plans, whichever is smaller. In the case of aggregates made primarily from the crushing of stone, if the material finer than the 200 sieve is definitely established to be the dust of fracture, essentially free from clay or shale, as established by Part III of Test Method Tex-406-A, the percent may be increased to 1.5.

(5) Fine Aggregate. Fine aggregate shall be washed and consist of clean, hard, durable and uncoated particles of natural or manufactured sand or a combination thereof, with or without a mineral filler. When white portland cement is specified the fine aggregate used in the concrete shall be light colored. It shall be free from frozen material or injurious amounts of salt, alkali, vegetable matter or other objectionable material and it shall not contain more than 0.5 percent by weight of clay lumps. When the aggregate is subjected to the color test for organic impurities in accordance with Test Method Tex-408-A, the test result shall not show a color darker than standard.

Unless otherwise shown on the plans, the acid insoluble residue of fine aggregate used in concrete subject to direct traffic shall be not less than 60 percent by weight when tested in accordance with Test Method Tex-612-J.

When tested in accordance with Test Method Tex-401-A, the fine aggregate or combinations of aggregates, including mineral filler, shall conform to the gradation requirements shown in Table 2.

Table 2

FINE AGGREGATE GRADATION CHART

	Percent Retained on Each Sieve							
Aggregate Grade No.	3/8 in.	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200
1	0	0 to 5	0 to 20	15 to 50	35 to 75	65 to 90	90 to 100	97 to 100

Where manufactured sand is used in lieu of natural sand, the percent retained on the No. 200 sieve shall be 94 to 100.

Where the sand equivalent value is greater than 85, the retainage on the No. 50 sieve may be 65 to 94 percent.

Fine aggregate will be subjected to the Sand Equivalent Test (Test Method Tex-203-F). The sand equivalent shall not be less than 80 unless otherwise shown on the plans.

For all classes of concrete, except class K, the fineness modulus shall be between 2.30 and 3.10 as determined by Test Method Tex-402-A. The fineness modulus for class K shall be 2.6 to 2.8 unless otherwise shown on the plans.

(6) Mineral Filler. Mineral filler shall consist of stone dust, clean crushed sand, or other approved inert material. When tested in accordance with Test Method Tex-401-A, it shall conform to the following gradation:

Retained on No. 30 Sieve 0 percent

Retained on No. 200 Sieve 0-35 percent

(7) Admixtures. Admixtures and their use shall conform to the requirements of Item 437, "Concrete Admixtures". Calcium chloride will not be permitted.

(8) Mortar and Grout. Unless otherwise specified or approved by the Engineer, mortar and grout shall consist of one (1) part portland cement, two (2) parts finely graded sand and sufficient water to provide the desired consistency. Mortar may contain admixtures.

Post tensioning grout shall be in accordance with Item 426, "Prestressing".

Mortar shall have a consistency such that the mortar can be easily handled and spread by trowel.

Grout shall have a consistency such that the grout will flow into and completely fill all voids.

When required to prevent color difference, white cement shall be added to produce the color required. When shown on the plans or in the specifications, or when required by the Engineer, latex adhesive conforming to the requirements of Departmental Material Specification D-9-8110 shall be added to the mortar.

421.3. Storage of Materials.

(1) Cement, Fly Ash and Mineral Filler. All cement, fly ash and mineral filler shall be stored in well ventilated weatherproof buildings or approved bins, which will protect them from dampness or absorption of moisture. Each shipment of packaged cement shall be kept separated to provide easy access for identification and inspection.

The Engineer may permit small quantities of sacked cement to be stored in the open on a raised platform and under waterproof covering for a maximum of 48 hours.

(2) Aggregates. The method of handling and storing concrete aggregates shall prevent contamination with foreign materials. If the aggregates are stored on the ground, the sites for the stockpiles shall be clear of all vegetation and shall be level. The bottom six (6) inch layer of aggregate shall not be disturbed or used without re-cleaning.

When conditions require the use of two (2) or more sizes of aggregates, the aggregates shall be separated to prevent intermixing. Where space is limited, stockpiles shall be separated by physical barriers. Aggregates from different sources shall be stored in different stockpiles unless the aggregates are pre-blended as approved by the Engineer prior to stockpiling.

Methods of handling aggregates during stockpiling and their subsequent use shall be such that segregation will be minimized. The Engineer may require that stockpiles be remixed when segregation is apparent.

Unless otherwise authorized by the Engineer, all aggregate shall be stockpiled at least 24 hours to reduce the free moisture content. In order to control absorption, stockpiles shall be sprinkled when directed by the Engineer.

To assure uniform concrete, aggregate stockpiles shall be maintained at reasonably uniform moisture content.

(3) Admixtures. Admixtures shall be stored in accordance with Item 437, "Concrete Admixtures".

421.4. Measurement of Materials. Except as noted below, the measurement of materials used in batches of concrete shall be by weight.

Water may be measured by volume or by weight.

Cement and fly ash shall be weighed separately from other materials. Weighing of sacked cement will not be required. When sacked cement is used, the quantity of cement per batch shall be based upon using full bags of cement. Batches involving use of fractional bags will not be permitted except for small hand mixed batches of approximately five (5) cubic feet or less and when an approved method of volumetric measurement is used.

Where two (2) or more sizes or types of aggregates are used, each type and/or size shall be measured separately.

When determining aggregate batch weights, proper allowance shall be made for the water content in the aggregate (free water and/or absorption).

Admixtures shall be measured and dispensed in accordance with Item 437, "Concrete Admixtures".

Measuring materials by volumetric methods may be used where permitted by the specifications. When a mixer using volumetric batching of materials is used, an accurate method of measuring by volume shall be provided. Continuous volumetric mixers shall be calibrated to assure correct measurement of materials.

The amount of each ingredient in the batch shall be measured to within plus or minus one (1) percent of the required amount except that water shall be measured to within plus or minus one (1) gallon and admixture tolerances shall be in accordance with Item 437, "Concrete Admixtures".

421.5. Equipment.

(1) Weighing and Measuring Equipment. Weighing and measuring equipment shall conform to Item 520, "Weighing and Measuring Equipment".

(2) Mixing Equipment.

(a) General. All equipment, tools, and machinery used for hauling materials and performing any part of the work shall be maintained in such condition as to insure completion of the work under way without excessive delays for repairs or replacement.

The mixer shall be of an approved type and size that will produce uniform distribution of the material throughout the mass and shall be capable of producing concrete meeting the requirements of these specifications.

The mixing equipment shall be capable of producing the quantities of concrete necessary to comply with requirements shown on the plans or in these specifications.

For all mixers, an adequate water supply and an accurate method of measuring the water shall be provided.

Delivery of concrete to the worksite and the discharge from the hauling equipment,

agitating, or non-agitating, shall be in accordance with the requirements shown on the plans or in the governing specifications.

Specific requirements for batch plants, mixers and other equipment shall be in accordance with Item 522, "Portland Cement Concrete Plants", Item 360, "Concrete Pavement", or other specifications, except that continuous volumetric mixers shall conform to Subarticle 421.5(2)(b) of this Item.

(b) Continuous Volumetric Mixers. For all miscellaneous concrete placements, a mobile, continuous, volumetric mixer may be used.

When approved in writing by the Engineer or when specified for use in other Items, these mixers may be used for other types of concrete construction, including structural concrete, if the number of mixers furnished will supply the amount of concrete required for the particular operation in question.

These mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mix them to the required consistency before discharging.

(c) Portland Cement Concrete Plants. The use of ready-mixed concrete from a commercial source will be permitted for all structural concrete provided that the plant, truck mixers, and mixing equipment conform to the requirements of Item 522, "Portland Cement Concrete Plants". The use of ready-mix plants and ready-mix concrete for concrete pavement shall be in accordance with Item 360, "Concrete Pavement". The class of plant furnished shall conform to the requirements of Item 522, "Portland Cement Concrete Plants".

421.6. Mixing.

(1) General. Mixed concrete which does not conform to specification requirements shall not be placed. Mixing shall be in accordance with Item 522, "Portland Cement Concrete Plants", except that mixing with continuous volumetric mixers will be in accordance with Subarticle 421.6.(2) and except as set out in Subarticle 421.6.(3).

(2) Continuous Volumetric Mixers. Mixing shall be in accordance with mixer manufacturer's recommendations unless otherwise revised by the Engineer.

(3) Mixing of concrete by hand methods or by the use of a small motor driven mixer will be permitted for small placements of approximately two (2) cubic yards or less when authorized by the Engineer. Hand mixed batches shall not exceed a two (2) sack batch in volume. For such placements the mix may be proportioned by approved volumetric methods.

421.7. Placing, Curing and Finishing. The placing of concrete, including construction of forms and falsework, curing and finishing, shall be in accordance with Item 420, "Concrete Structures", Item 360, "Concrete Pavement", and Item 427, "Surface Finishes for Concrete".

421.8. Classification and Mix Design. The Contractor shall furnish the mix design, using a coarse aggregate factor acceptable to the Engineer, for the class(es) of concrete specified, to conform with the requirements contained herein and in accordance with Construction Bulletin C-11. The Contractor shall perform, at his entire expense, the work required to substantiate the design, except that casting and testing of strength specimens will be done by the Department. Complete concrete design data shall be submitted to the Engineer for approval.

The Contractor shall determine and measure the batch quantity of each ingredient, including all water, not only for batch designs but for all concrete produced for the project. The mixes shall conform to these specifications and other requirements shown on the plans.

For continuous volumetric mixers the materials delivered during a revolution of the driving mechanism, or in a selected time interval, will be considered a batch and the proportion of each ingredient will be calculated in the same manner as for a batch type plant.

The Contractor may accept a design from the Department; however, this acceptance will not relieve the Contractor of the responsibility of providing concrete meeting the requirements of these specifications.

Mix designs from previous or concurrent jobs may be used without trial batches if it is shown that no substantial change in any of the proposed ingredients has been made.

No charge will be made for existing designs furnished by the Engineer. The cost to the Department of preparing a new mix design will be charged to the Contractor and deducted from the payment for the work.

Trial batches shall be made and tested using all the proposed ingredients prior to the placing of concrete, and when the aggregate, and/or type, brand or source of cement, or admixture is changed. When the brand and/or source of cement only is changed, the Engineer may waive trial batch only if a prior record of satisfactory performance of the cement with the other ingredients has been established.

Trial batches generally shall be made in a mixer of adequate capacity to evaluate the design. The trial batches shall be made in a mixer representative of the mixers to be used. Batch size shall not be less than 50 percent of its rated mixing capacity.

Concrete for pneumatically placed concrete shall be in accordance with Item 431, "Pneumatically Placed Concrete".

The coarse aggregate factor shall be selected in accordance with Construction Bulletin C-11 based on grade of the coarse aggregate and the fineness modulus of the sand.

The Contractor shall have the option of using chemical admixtures with all classes of concrete in accordance with Item 437, "Concrete Admixtures", except where the use of specific admixtures is required or prohibited in this or other items.

When a retarding admixture is required for hot weather concreting, the amount to be used will be as required in Item 437, "Concrete Admixtures", subject to change by the Engineer when required. When used for extended retardation, the amount to be used will be established by several trial batches with varying retarder content and simulating the placing conditions to be encountered and tested in accordance with Tex-440-A.

When entrained air is required, the concrete shall be designed to entrain five (5) percent air when Grade 1 or 2 coarse aggregate is used, six (6) percent when Grade 3 or 4 coarse aggregate is used, and seven (7) percent for Grades 5, 6 or 7 unless otherwise specified by the Engineer. Concrete as placed shall contain the proper amount of entrained air as required herein with a tolerance of plus or minus 1-1/2 percentage points. Acceptance of concrete with occasional variations between 1-1/2 and three (3) percentage points over the specified amount will be based on strength tests as required by the Engineer. Such concrete which fails to meet strength requirements may be accepted on the basis of structural reviews subject to the provisions of Article 420.25. When the quantity of entrained air is found to be more than three (3) percentage points over or two (2) percentage points under those values given herein, the concrete will be rejected.

Entrained air will be required for bridge slabs, top slabs of direct traffic culverts, concrete pavement, dense and regular concrete overlays, piers, bents, precast piling (nonprestressed), drilled shafts placed in water, bridge railing, concrete traffic barrier and for other items of work as may be specified, on the plans or in other specifications. Unless otherwise specified, entrained air will not be required when Class "H" concrete is used for precast traffic barrier or precast bridge repair.

Table 3
SLUMP REQUIREMENTS

Concrete Designation	Desired Slump Inches	Max Slump Inches
A. Structural Concrete		
(1) All drilled shafts	6	7
(2) Thin-Walled Section (9" or less)	4	5
(3) Slabs, Concrete Overlay, Caps, Column piers, Wall sections over 9", etc.	3	4
(4) Prestressed Concrete Members		
(5) Concrete traffic Barrier (cast-in-place or precast), Concrete Bridge Railing	4	5
	4	5

(6) Dense concrete overlay	3/4	1
(7) Concrete placed underwater	6	7
(8) Concrete with High Range Water Reducer	———	8
B. Concrete Pavement		
C. Riprap, curb, gutter, slip-formed and extruded concrete	1-1/2	3 max 1 min
	As Approved by the Engineer	

Note: No concrete will be permitted with a slump in excess of the maximums shown.

When high range water reducing admixtures are used, the slump shall not exceed eight (8) inches.

421.9. Quality of Concrete. The concrete shall be uniform, workable and of a consistency acceptable to the Engineer. The cement content, maximum allowable water/cement ratio, the desired and maximum slump, the proper amount of entrained air and the strength requirement for all classes of concrete shall conform to the requirements of these specifications. It shall be the responsibility of the Contractor to provide concrete meeting these requirements.

During the progress of the work, the Engineer will cast test cylinders and/or beams, perform slump and entrained air tests and will make temperature checks, as required, to insure compliance with the specifications.

Unless otherwise shown on the plans the Contractor shall furnish and properly maintain all test molds. The test molds shall meet the requirements of Test Methods Tex-418-A and Tex-448-A and, in the opinion of the Engineer, must be satisfactory for use at the time of use. In addition, the Contractor shall be responsible for furnishing personnel to remove the test specimens from the molds and transport them to the proper curing location at the schedule designated by the Engineer and in accordance with the governing specification. For all concrete items the Contractor shall have a wheelbarrow, or other container acceptable to the Engineer, available to use in the sampling of the concrete. The Contractor is responsible for disposing of used, broken test specimens.

All labor and equipment furnished by the Contractor will be considered subsidiary to the various bid items and will not be paid for directly.

A strength test is defined as the average of the breaking strength of two (2) cylinders or two (2) beams as the case may be. Each specimen will be tested in accordance with Test Methods Tex-418-A or Tex-448-A.

Slump tests will be performed in accordance with Test Method Tex-415-A. Entrained air tests will be performed in accordance with Test Method Tex-416-A.

If the required strength or consistency of the class of concrete being produced cannot be secured with the minimum cement specified or without exceeding the maximum water/cement ratio, the Contractor will be required to furnish different aggregates, use a water reducing agent, an air entraining agent or increase the cement content in order to provide concrete meeting these specifications.

All test specimens, beams or cylinders, representing tests for removal of forms and/or falsework shall be cured using the same methods and under the same conditions as the concrete represented.

"Design Strength" beams and cylinders shall be cast and cured in accordance with Test Method Tex-447-A.

The Contractor shall provide, operate and maintain curing facilities as described in Test Method Tex-447-A, for the purpose of curing test specimens.

When the specified concrete strength is by 28 day compressive strength tests, job control testing will be by seven day compressive strength tests. The minimum strength requirement for seven (7) day tests will be 70 percent of the specified minimum 28 day compressive strength. If the required seven (7) day strength is not obtained with the quantity of cement specified in Table 4, changes in the batch design will be made as specified in this article. For an occasional failure of the seven day compressive test, the concrete may be tested at 28 days for final evaluation.

Strength test requirements for Type II cement will govern when Type I/II cement is used.

Table 4

CLASSES OF CONCRETE

Class of Conc.	Cement per C.Y. Min. (sacks)	Min. Comp. Sgth (f'c) 28 Day psi	Min.Flex. Sgth. 7 day psi	Max. Water Cement Ratio Gal/sk	Coarse Aggr. Grade No.	General Usage (information only)
A	5.0	3000	425 390 (c)	6.5	1-2- 3-4- 8 (a) (d)	Drilled Shafts; Culverts, except Top Slab of Direct Traffic Culverts; Inlets; Manholes, Headwalls; Appr. Slabs; Curb; Gutter; Curb & Gutter, Conc. Retards; Sidewalks; Driveways; Conc. Pavement; Back-up Walls; Anchors
B	4.0	2000	280	8.0	2-3-4- 5-6-7	Riprap, Small Roadside Signs and Anchors
C	6.0	3600	510 470 (c)	6.0	1-2-3- 4-5 (d)	Drilled Shafts; Bridge Substructure; Bridge Railing; Culverts, except Top Slab of Direct Traffic Culverts; Wing Walls; Approach Slab; Concrete Traffic Barrier (cast-in-place)

Class of Conc.	Cement per C.Y. Min. (sacks)	Min. Comp. Sgth (f'c) 28 Day psi	Min.Flex. Sgth. 7 day psi	Max. Water Cement Ratio Gal/sk	Coarse Aggr. Grade No.	General Usage (information only)
D	3.0	1500	215	11.0	2-3-4-5-6-7	Riprap
E	6.0	3000	425	6.0	2-3-4-5	Seal Concrete
F	6.0 (8.0 Max)	As specified on plans	$\frac{.85\ f'c}{6}$	5.5	2-3-4-5	Railroad structures; occasionally for Bridge Piers, Columns or Bents
H	6.0	As specified on plans	N.A.	5.5	3-4-5-6	Prestressed Concrete Beams, Boxes, Piling and Concrete Traffic Barrier (Precast)
S	6.5	4000	570 525(c)	5.0	2-3- 4-5	Bridge Slab; Top Slab of Direct Traffic Culvert; Bridge Substructure
P	5.0	N.A.	555(b)	6.25	2-3	Concrete Pavement
DC	8.75	5500	720	3.6	6	Dense Concrete Overlay
CO	7.0	4600	640	4.5	6	Concrete Overlay
SS	7.0	3600	510	5.5	3-4-5	Slurry Displacement Shafts, Underwater Drilled Shafts
K	Requirements as specified on the plans or in other Items.					

(a) Grade 8 aggregate for use in extruded curbs, unless a larger size is approved by the Engineer.

(b) Minimum running average for concrete pavement (in accordance with construction Bulletin C-II).

(c) When Type II or Type I/II cement is used.

(d) Unless otherwise permitted by the Engineer, Grade I coarse aggregate may be used only in massive foundations with four (4) inch minimum clear spacing between reinforcing steel bars. Grade I aggregate may not be used in drilled shafts.

421.10. Measurement and Payment. The work performed, materials furnished and all labor, tools, equipment and incidentals necessary to complete the work under this Item will not be measured or paid for directly, but will be considered subsidiary to the various bid items of the contract.

*** * * END OF SECTION * * ***

SECTION ITEM 440

REINFORCING STEEL

440.1. Description. This Item shall govern for the furnishing and placing of deformed and smooth reinforcing steel, of the sizes and details shown on the plans and in accordance with this Item.

All Producing Mills of reinforcing steel for the Texas Department of Transportation use shall be preapproved by the Division of Materials and Tests prior to furnishing reinforcing steel. Preapproval will be in accordance with Test Method Tex-741-I. A list of Department approved Producing Mills will be maintained by the Division of Materials and Tests. Reinforcing steel obtained from unapproved sources will not be permitted.

All reinforcing steel to be epoxy coated will be designated on the plans. Epoxy coating of reinforcing steel shall be in accordance with "Epoxy Coating of Reinforcing Steel" of this Item.

All epoxy applicators shall be preapproved by the Division of Materials and Tests prior to furnishing epoxy coated reinforcing steel. Preapproval will be in accordance with Test Method Tex-742-I. A list of Department approved applicators will be maintained by the Division of Materials and Tests.

440.2. Materials. Unless otherwise shown on the plans or specified herein, the reinforcing steel shall be Grade 60 and all bar reinforcement shall be deformed, conforming to one of the following:

(1) ASTM A615, Grades 40 or 60, open hearth, basic oxygen, or electric furnace new billet steel.

(2) ASTM A617, Grades 40 or 60, axle-steel.

(3) ASTM A616, Grade 60, rail steel will be permitted in concrete pavement only. ASTM A616 bars shall be furnished as straight bars only and bending is prohibited. Bend tests will not be required.

(4) ASTM A706, Grade 60, weldable reinforcing steel.

(5) Smooth Bars. Smooth bars for concrete pavement shall have a minimum yield strength of 60 ksi.

All other smooth bars, larger than No. 4, may be steel conforming to the above or may be furnished in any steel that meets the physical requirements of ASTM A36.

(6) Spiral reinforcement shall be either smooth or deformed bars, or wire, of the minimum size or gage shown on the plans, or as specified herein.

Bars for spiral reinforcement shall comply with ASTM A675, Grade 80 (reference to ASTM A29 is voided) A615 or A617, Grade 40, unless otherwise shown on the plans. Smooth wire shall comply with ASTM A82 and deformed wire shall comply with ASTM A496.

In cases where the provisions of this Item are in conflict with the provisions of the ASTM Specification, the provisions of this Item shall govern.

Reinforcing steel to be structurally welded shall comply with ASTM A706 or shall have a carbon equivalency (C.E.) of not more than 0.55 %. A report of chemical analysis, showing the percentages of all elements necessary to establish the carbon equivalency, will be required for all reinforcing steel that is to be structurally welded. The above requirements do not pertain to miscellaneous welds on reinforcing steel as defined in Item 448, "Structural Field Welding."

Carbon equivalency will be calculated using the following formula:

$$C.E. = \%C + \frac{\%Mn}{6} + \frac{\%Cu}{40} + \frac{\%Ni}{20} + \frac{\%Cr}{10} - \frac{\%Mo}{50} - \frac{\%V}{10}$$

The nominal size, area and weight of reinforcing steel bars covered by this specification are as follows:

BAR SIZE NUMBER	NOMINAL DIAMETER IN.	NOMINA AREA SQ. IN.	WEIGHT PER LINEAR FT.
2	0.250	0.05	0.167
3	0.375	0.11	0.376
4	0.500	0.20	0.668
5	0.625	0.31	1.043
6	0.750	0.44	1.502
7	0.875	0.60	2.044
8	1.000	0.79	2.670
9	1.128	1.00	3.400
10	1.270	1.27	4.303
11	1.410	1.56	5.313
14	1.693	2.25	7.65
18	2.257	4.00	13.60

Smooth round bars shall be designated by size number through No. 4. Smooth bars above No. 4 shall be designated by diameter in inches.

(7) Wire for fabric reinforcement shall conform to ASTM A82 or A496. Wire fabric shall conform to ASTM A185 or A497.

When wire is ordered by size numbers, the following relation between size number, diameter in inches and area shall apply unless otherwise specified. Where deformed wire is required, the size number shall be preceded by "D," and for smooth wire the prefix shall be "W."

SIZE NUMBER	NOMINAL DIAMETER IN.	NOMINAL AREA SQ. IN.
30	.0618	0.300
28	0.597	0.280
26	0.575	0.260
24	0.553	0.240
22	0.529	0.220
20	0.505	0.200
18	0.479	0.180
16	0.451	0.160
14	0.422	0.140
12	0.391	0.120
10	0.357	0.100
8	0.319	0.080
7	0.299	0.070
6	0.276	0.060
5.5	0.265	0.055
5	0.252	0.050
4.5	0.239	0.045
4	0.226	0.040
3.5	0.211	0.035
3	0.195	0.030
2.5	0.178	0.025
2	0.160	0.020
1.5	0.138	0.015
1.2	0.124	0.012
1	0.113	0.010
0.5	0.080	0.005

Note: Fractional sizes between the sizes listed above are also available and acceptable for use.

Welded wire fabric will be designated as shown in the following example:

6 x 12 - W16 x W8; indicating six (6) inch longitudinal wire spacing and 12 inch transverse Wire spacing with smooth number 16 wire longitudinally and smooth number 8 wire transversely.

(8) Epoxy Coating. The epoxy coating material and the material used for the repair of the coating shall comply with the Departmental Materials Specification D-9-8130, "Epoxy Powder Coating For Reinforcing Steel." Copies of the Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th Street, Austin, Texas 78701-2483. An eight (8) ounce sample of epoxy powder and manufacturer's certifications will be required for each lot of epoxy powder used to coat materials for Department projects.

440.3. Bending. The reinforcement shall be bent cold, true to the shapes shown on the plans. Fabrication shall preferably be done in the shop. Field fabrication, if permitted, shall be done with equipment approved by the Engineer. Misfabricated, damaged or broken bars shall be rejected and replaced at the Contractor's expense. Damaged or broken bars imbedded in a previous concrete placement may be repaired with the approval of the Engineer.

Unless otherwise shown on the plans, the inside diameter of bar bends, in terms of the nominal bar diameter (d), shall be as follows:

Bends of 90° and greater in stirrups, ties and other secondary bars that enclose another bar in the bend shall be:

#3, #4, #5	4d
#6, #7, #8	6d

All bends in main bars and in secondary bars not covered above shall be:

#3 thru #8	6d
#9, #10, #11	8d
#14, #18	10d

Where bending of Grade 60 bars, sizes No. 14 or No. 18, is required, bend testing shall be performed on representative specimens as described for smaller bars in the applicable ASTM Specification. The required bend shall be 90 degrees around a pin having a diameter of 10 times the nominal diameter of the bar.

440.4. Tolerances. Fabricating tolerances for bars, from plan dimensions, shall not be greater than shown in Figure 1.

440.5. Storing. Steel reinforcement shall be stored above the surface of the ground upon platforms, skids, or other supports and shall be protected from damage and deterioration as approved by the Engineer. When placed in the work, reinforcement shall be free from dirt, paint, grease, oil, or other foreign materials. Reinforcement shall be free from defects such as cracks and laminations. Rust, surface seams, surface irregularities or mill scale will not be cause for rejection, provided the minimum cross-sectional area of a hand wire brushed specimen meets the requirements for the size of steel specified.

440.6. Splices. Splicing of bars, lap spliced or welded, shall be as shown on the plans or specified herein. Additional splices will require written approval of the Engineer.

Splices not provided for on the plans will be permitted in slabs 15 inches or less in thickness, columns, walls and parapets, but will not be included for measurement, subject to the following:

Unless otherwise approved by the Engineer, splices will not be permitted in bars 30 feet or less in plan length. For bars exceeding 30 feet in plan length, the distance center to center of splices shall not be less than 30 feet minus one splice length, with no more than one individual bar length less than 10 feet. Lap splices not shown on the plans, but permitted herein, shall be made in accordance with Table 1. The specified concrete cover and proper spacing shall be maintained at such splices and the lap spliced bars placed in contact and securely tied together.

TABLE 1
Minimum Lap Requirements
for Bar Sizes Through No. 11

SIZE	LAP LENTH	
	UNCOATED	COATED
No. 3	1'-0"	1'-6"
No. 4	1'-6"	2'-3"
No. 5	1'-10"	2'-9"
No. 6	2'-3"	3'-4"
No. 7	3'-0"	4'-6"
No. 8	3'-9"	5'-7"
No. 9	4'-8"	7'-0"
No. 10	5'-7"	8'-4"
No. 11	6'-7"	9'-10"

Spiral steel shall be lapped a minimum of one turn.

Bar sizes No. 14 and No. 18 may not be lapped.

Welded splices shall conform to the requirements of the plans and Item 448, "Structural Field Welding." End preparation for butt welding reinforcing bars shall be done in the field. Delivered bars shall be of sufficient length to permit weld preparation.

Welded wire fabric shall be spliced using a lap length that will include the overlap of a minimum of two (2) cross wires plus two (2) inches on each sheet or roll. Splices using bars which develop equivalent strength and lapped in accordance with Table 1 will be permitted.

For box culvert extensions with less than one (1) foot of fill, the existing longitudinal bars shall have a lap with the new bars as shown in Table 1. For extensions with more than one (1) foot of fill, a minimum of six (6) inch lap will be required.

440.7. Mechanical Couplers.

(1) General. When shown on the plans, mechanical splices may be made in the reinforcing steel bars using one of the following types:

Sleeve-Filler Type
Sleeve-Threaded Type
Sleeve-Swaged Type
Sleeve-Wedge Type

All couplers furnished by the Contractor shall be produced by a prequalified manufacturer. Prequalification shall be in accordance with Departmental Material Specification D-9-4510. Sleeve-wedge type couplers will not be permitted on coated reinforcing.

(2) Project Samples. For purposes of sampling couplers for use on an individual project, a lot of couplers shall be defined as 500 couplers, or fraction thereof, for each size and type. Prior to use on the project, three (3) test specimens shall be assembled using couplers selected at random from each lot received on the project. All test specimens shall be assembled from materials consigned to the project and shall be assembled in the presence of the Engineer. A test specimen shall consist of a coupler connecting two (2) 21 inch, or longer, bars using the same splice materials, position, equipment and procedures to be used to make splices in the work. The assembled test specimens shall be submitted to the Division of Materials and Tests for testing. Each lot of couplers shall be identified with tags or markings identifying the lot from which the samples were taken.

(3) Testing. Project samples will be tested to 125% of specified yield strength and for total slip requirements. When a test representing a lot of couplers fails to meet the requirements, four (4) additional couplers from that lot will be tested. If all four (4) tests meet the requirements, the lot will be accepted for use in the work. If any of the four (4) tests fail to meet the requirements, that lot of couplers will be rejected and not used in the work.

(4) Construction Methods. All coupling devices shall be installed in accordance with the manufacturer's recommendations. Protection of threaded male or female connections shall be provided and the threaded connections shall be clean when making the connection. Damaged threads shall not be repaired.

(5) Alternate Equivalent Strength. Alternate equivalent strength arrangements to be accomplished by substituting larger bar sizes, or more bars, will be considered if approved by the Engineer, in writing, prior to the fabrication of the systems.

440.8. Placing. Unless otherwise shown on the plans, dimensions shown for reinforcement are to the centers of the bars. Reinforcement shall be placed as near as possible in the position shown on the plans. In the plane of the steel parallel to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/12 of the spacing between bars. In the plane of the steel perpendicular to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/4 inch. Cover of concrete to the nearest surface of steel shall meet the above requirements but shall never be less than one (1) inch.

For bridge slabs, the clear cover tolerance for the top mat of reinforcement shall be -0, + 1/2 inch.

The reinforcement shall be accurately located in the forms, and firmly held in place, before and during concrete placement, by means of bar supports, adequate in strength and number in order to prevent displacement and to keep the steel at the proper distance from the forms. Bars shall be supported by standard bar supports with plastic tips, plastic bar supports approved by the Engineer or precast mortar or concrete blocks when supports are in contact with removable or stay-in-place forms. Bright basic bar supports may be used to support reinforcing steel placed in slab overlays on concrete panels or on existing concrete slabs. Bar supports in contact with soil or subgrade shall be as approved by the Engineer.

For bar supports with plastic tips, the plastic protection shall have a minimum thickness of 3/32 of an inch and extend upward on the wire to a point at least 1/2 inch above the formwork.

All accessories such as tie wires, bar chairs, supports or clips used with epoxy coated reinforcement shall be of steel, fully coated with epoxy or plastic. Plastic supports approved by the

Engineer may also be used with epoxy coated reinforcement.

Mortar or concrete blocks shall be cast to uniform dimensions with adequate bearing area. A suitable tie wire shall be provided in each block for anchoring to the steel. The blocks shall be accurately cast to the thickness required in molds approved by the Engineer. The surface placed adjacent to the form shall be a true plane, free of surface imperfections. The blocks shall be cured by covering with wet burlap or mats for a period of 72 hours. Mortar for blocks shall contain approximately one (1) part portland cement to three (3) parts sand. Concrete for blocks shall contain nine (9) sacks of portland cement per cubic yard of concrete.

Individual bar supports shall be placed in rows at four (4) foot maximum spacing in each direction. Continuous type bar supports shall be placed at four (4) feet maximum spacing. Continuous bar supports will be required when permanent metal deck forms are used.

The exposure of the ends of longitudinals, stirrups and spacers used to position the reinforcement in concrete pipe and precast box culverts or sewers shall not be cause for rejection.

Reinforcing steel for bridge slabs, top slabs of direct traffic culverts and the top slabs of pre-stressed box beams shall be tied at all intersections except that where the spacing is less than one (1) foot in each direction, alternate intersections only need to be tied. For reinforcing steel cages for other structural members, the steel shall be tied at a sufficient number of intersections to provide a rigid cage of steel. Mats of wire fabric shall be fastened securely at the ends and edges.

Before concrete placement, all mortar, mud, dirt, etc., shall be cleaned from the reinforcement. Concrete shall not be placed until authorized by the Engineer.

If the reinforcement is not adequately supported or tied to resist settlement, floating upward, overturning of truss bars, or movement in any direction during concrete placement, concrete placement will be halted until corrective measures are taken.

440.9 Epoxy Coating of Reinforcing Steel.

(1) General. When shown on the plans, coating with epoxy of reinforcing bars, plain wire, deformed wire or welded wire fabric to be used as reinforcement for concrete shall conform to the requirements herein.

(2) Surface Preparation. The reinforcing steel shall be free of surface contaminants such as oil, grease or paint when received at the manufacturer's plant and prior to cleaning and coating. The surface of steel to be coated shall be cleaned by abrasive blast cleaning to near white metal in accordance with the requirements of Item 446, "Cleaning, Paint and Painting," Class A Blast Cleaning. All traces of grit and dust from the blast cleaning shall be removed prior to coating. Other methods of cleaning may be submitted to the Engineer for approval.

(3) Application of Coating. The applicator shall notify the Engineer at least 30 days before the date of production. The coating shall be applied as recommended by the manufacturer of the coating material.

The coating shall be applied to the cleaned surface as soon as possible after cleaning and before oxidation of the surface discernible to the unaided eye occurs. The coating shall be a

smooth uniform coat and shall have a thickness of from 7 to 12 mils, after curing. The thickness of the coating shall be measured using magnetic thickness testing gages in accordance with Test Method Tex-728-I.

The coating film shall be fully cured. Sufficient checks shall be made to assure that each coated production lot is supplied in a fully cured condition.

(4) Continuity of Coating. The applicator shall check the coating for continuity after curing. The coating shall be free from holes, voids, cracks, contamination and damaged areas discernible to the unaided eye.

For reinforcing bars a 67 1/2 volt D.C. in-line holiday detector, such as Tinker and Rasor Model M-1 or approved equivalent, shall be used to check the coating for holidays. There shall be no more than two (2) holidays (pinholes not visually discernible) in any linear foot of a coated reinforcing bar.

Holiday checks to determine acceptability of wire or welded wire fabric shall be made at the manufacturer's plant with a 67 1/2 volt D.C. holiday detector. For wire, there shall not be more than an average of two (2) holidays per linear foot of wire. For welded wire fabric, there shall not be more than an average of four (4) holidays per linear foot of wire in welded wire fabric when the wire spacings are four (4) inches or more, or six (6) holidays per linear foot of wire when the spacings are less than four (4) inches. Uncoated areas at cut ends shall not be counted, nor shall sharp edges (weld spurs) at intersections be counted as holidays. When measuring the number of holidays, at least 1/2 inch of wire must be included on each side of the intersections being checked.

(5) Repair of Coating. Material for repair of the coating shall comply with the requirements in "Epoxy Coating" of this Item. Repairs shall be made in accordance with procedures recommended by the manufacturer of the epoxy coating powder. Areas to be patched shall receive at least the same coating thickness as required for the original coating.

All visible damage to the coating shall be repaired.

Sawed and sheared ends, cuts, breaks and/or other damage shall be repaired promptly before additional oxidation occurs. Areas to be repaired shall be clean and free from surface contaminants. Repairs shall be made in the shop or in the field as required.

The acceptable amount of patched area at the applicator shall not exceed 1/4 inch total length in any linear foot.

(6) Sampling and Testing. Sampling and testing of coated reinforcement shall be in accordance with Test Method Tex-739-I.

(7) Identification and Documentation. Identification of all reinforcing shall be maintained throughout the coating and fabrication process and until delivery to the project site.

For all production of coated reinforcing steel to be used on Department projects, the manufacturer shall furnish to the Engineer two (2) copies of a written certification that the coated reinforcing steel meets the requirements of this specification and two (2) copies of the manufacturer's control tests.

(8) Handling. All systems for handling coated reinforcement shall have padded contact areas. Bundling bands shall be padded or suitable banding shall be used to prevent damage to the coating. Bundles of coated reinforcement shall be lifted with a strong back, spreader bar, multiple supports or a platform bridge. The bundled reinforcement shall be transported with care and stored on protective cribbing. The coated reinforcement shall not be dropped or dragged.

(9) Construction Methods. Flame cutting will not be permitted on coated reinforcement. Saw or shear cutting will be permitted with permission of the Engineer. Cut ends shall be coated as specified in "Repair of Coating" of this Item.

Welding or mechanical coupling of coated reinforcing steel will not be permitted except where specifically shown on the plans. The epoxy coating shall be completely removed a minimum of six (6) inches beyond the weld limits prior to welding and two (2) inches beyond the limits of the coupler prior to assembly. After welding or coupling, the steel shall be cleaned of all oil, grease, moisture, dirt, welding contamination (slag and/or acid residue) and rust to a near white finish. The existing epoxy shall be checked for damage. Any damaged or loose epoxy shall be removed back to sound epoxy coating.

After proper cleaning, the splice area shall be coated with epoxy repair material to a thickness of 7 to 12 mils. A second application of repair material shall be applied to the bar and coupler interface to insure complete sealing of the joint.

440.10. Measurement and Payment.

Except as specified below, the work performed, materials furnished, and all labor, tools, equipment and incidentals necessary to complete the work under this Item will not be measured or paid for directly, but will be considered subsidiary to the various bid items of the contract.

The quantities of reinforcing steel shown on the plans are estimates and are for the Contractor's information.

Compensation for adjustment of reinforcing steel quantities will be as follows:

(1) When the reinforcing steel quantity for a complete structure element has been erroneously included in or omitted from the quantities shown on the plans, the quantity for that element will be added or deducted for payment. A complete structure element will be the smallest portion of a total structure for which a corresponding quantity of concrete is included on the plans. Additional payment or reduction in payment for quantities revised in this manner will be made accordingly, in accordance with Article 4.3.

(2) When the plan quantity for reinforcing steel for a complete structure element is in error by five (5) percent or more, a recalculation will be made and payment will be increased or reduced accordingly in accordance with Article 4.3.

(3) When quantities for reinforcing steel are revised by a change in design, the change in quantities will be calculated. Additional payment or reduction in payment for quantities revised in this manner will be made accordingly, in accordance with Article 4.3.

The party to the contract requesting the adjustment shall present to the other one (1) copy of the description and location, together with calculations of the quantity for the structure element involved. When this quantity is certified correct by the Engineer, it will become the basis for additional or reduced payment.

*****END OF SECTION*****

SECTION ITEM 464

REINFORCED CONCRETE PIPE

464.1. Description. This Item shall govern for furnishing and installing all concrete pipe and materials and for constructing precast concrete pipe culverts or precast concrete sewer mains, laterals, stubs and inlet leads. The pipes shall be of the sizes, strengths and dimensions shown on the plans and shall include all connections to new or existing pipes, sewers, manholes, inlets, headwalls and other appurtenances and jointing materials as may be required to complete the work.

464.2. Materials.

(1) General. Except as modified herein, precast reinforced concrete pipe shall conform to the design shown on the plans and to ASTM C76 or C655 for circular pipe; ASTM C506 for arch pipe or ASTM C507 for horizontal elliptical pipe.

All precast concrete pipe shall be machine made or cast by a process which will provide for uniform placement of the concrete in the form and compaction by mechanical devices which will assure a dense concrete. Concrete shall be mixed in a central batch plant or other approved batching facility from which the quality and uniformity of the concrete can be assured. Transit mixed concrete will not be acceptable for use in precast concrete pipe.

Unless otherwise shown on the plans, not more than two (2) holes may be placed in the top section of precast pipe for lifting and placing. The holes may be cast, cut, or drilled in the wall of the pipe. The holes shall not exceed three (3) inches in diameter at the inside surface of the pipe wall. Not more than one (1) longitudinal wire or two (2) circumferential wires may be cut per layer of reinforcing steel when locating lift holes in the pipe wall. After the pipe is in place, lift holes shall be filled with concrete or mortar or precast concrete plugs to the satisfaction of the Engineer.

The Contractor has the option of using portland cement or portland cement plus fly ash. When fly ash is used, then "cement" shall also be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of portland cement of the type specified and 20 to 35 percent fly ash by absolute volume. Type B fly ash shall not be used when Type II cement is shown on the plans. When portland cement is partially replaced, blended or otherwise modified by a pozzolan, the pozzolan is defined and limited to fly ash conforming to Department Materials Specification D-9-8900, "Fly Ash".

Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th St., Austin, Texas 78701-2483.

(2) Design. Circular pipe shall be of the class or D-load shown on the plans. Regardless of the design shown, the Contractor may furnish pipe to either ASTM C76 or ASTM C655 specifications. Table C outlines the class and D-load equivalents. For concrete pipe arch or elliptical pipe, the minimum design shall conform to Table A or B.

TABLE A * Arch Pipe			
Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	13	22
2	21	1/2	26
3	24	15	28 1/2
4	30	1/2	36 1/4
5	36	18	43 3/4
6	42	22	51 1/8
7	48	1/2	58 1/2
8	54	26	65
9	60	5/8	73
10	72	31	88
		5/16	
		36	
		40	
		45	
		54	

TABLE B * Horizontal Elliptical Pipe			
Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	14	23
2	24	19	30
3	27	22	34
4	30	24	38
5	33	27	42
6	36	29	45
7	39	32	49
8	42	34	53
9	48	38	60
10	54	43	68

*Minimum height of cover required is one (1) foot.
*Maximum height of cover is eight (8) feet.

TABLE C
CIRCULAR PIPE
(CLASS, D-LOAD EQUIVALENTS)

Error! Bookmark not defined.C76	**C655**
CLASS I	800D-LOAD
CLASS II	1000D-LOAD
CLASS III	1350D-LOAD
CLASS IV	2000D-LOAD
CLASS V	3000D-LOAD

Reinforced concrete pipe for jacking, boring or tunneling shall meet the requirements of the pertinent ASTM specification with the following additional requirements:

The pipe shall have circular reinforcement and for 30 inch and larger diameters shall have an additional layer of Class III reinforcement, 12 inches long, extending into both the tongue and groove of the joint to within 3/4 inch of the end of the tongue and the groove. The minimum wall thickness shall be wall "B" for the diameter specified, unless special designs are required. The minimum concrete compressive strength for jacking and boring pipe shall be 5000 psi. Variations in the laying length of opposite sides shall not exceed 3/8 inch for pipe diameters 24 inches through 60 inches and 1/2 inch for pipe diameters 66 inches and larger. The maximum joint taper shall be 7 degrees for tongue and groove pipe and 2 degrees for O-ring gasket pipe. Pipe manufactured to these additional requirements shall be marked to identify pipe for jacking and boring.

The plans will provide a summary indicating the locations and length for all pipe. In addition, the diameter, required D-load and/or class for full circle pipe, and/or the design size for pipe arch or elliptical pipe will also be shown.

(3) Physical Test Requirements. The acceptability of the pipe shall be determined by the results of the physical tests outlined herein; by appropriate material tests required in ASTM C76, C506, C507, or C655; by absorption tests on selected samples from the wall of the pipe; and by inspection of the finished pipe to determine its conformance with the required design and its freedom from defects. Three-Edge Bearing tests shall be performed on one (1) pipe for each 100 pipe or fraction thereof of each design or shape, size, class or D-load for the load to produce a 0.01 inch crack and, at the discretion of the Engineer, the pipe may be tested to ultimate load.

As an alternate to the Three-Edge Bearing test, concrete pipe 60 inches in diameter and larger may be accepted on the basis of compressive strength of cores cut from the wall of the pipe. The manufacturer shall furnish facilities and personnel for taking the cores and determining the compressive strength of the samples. Three-Edge Bearing tests and core tests shall be in accordance with ASTM C497.

The manufacturer shall plug and seal coreholes in the pipe wall, after testing, in a manner satisfactory to the Engineer.

(4) Marking. The following information shall be clearly marked on each section of pipe:

(a) The class or D-load of pipe.

(b) The date of manufacture.

(c) The name or trademark of the manufacturer.

(d) One end of each section of pipe with elliptical reinforcement shall be clearly marked during the process of manufacture or immediately thereafter on the inside and the outside of opposite walls to show the location of the "top" or "bottom" of the pipe as it should be installed, unless the external shape of the pipe is such that the correct position of the top and bottom is obvious. Marking shall be indented on the pipe

section or painted thereon with waterproof paint.

(e) Pipe for jacking and boring shall be identified for the intended use.

(5) Inspection. The quality of materials, the process of manufacture, and the finished pipe shall be subject to inspection and approval by the Engineer at the pipe manufacturing plant. In addition, the finished pipe shall be subject to further inspection by the Engineer at the project site prior to and during installation.

(6) Causes for Rejection. Pipe shall be subject to rejection for failure to conform to any of the specification requirements. Individual sections of pipe may be rejected because of any of the following:

(a) Fractures or cracks passing through the shell, except for a single end crack that does not exceed the depth of the joint.

(b) Defects that indicate imperfect proportioning, mixing and molding.

(c) Surface defects indicating honeycombed or open texture.

(d) Damaged ends, where such damage would prevent making a satisfactory joint.

(e) Any continuous crack having a surface width of 0.01 inch or more and extending for a length of 12 inches or more, regardless of position in the wall of the pipe.

(7) Repairs. Pipe may be repaired if necessary, because of occasional imperfections in manufacture or accidental injury during handling and will be acceptable if, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired pipe conforms to the requirements of the specifications.

(8) Rejections. All rejected pipe will be plainly marked by the Engineer by painting colored spots over the Division of Materials and Tests monogram on the inside wall of the pipe and on the top outside wall of the pipe. The painted spots shall be sufficient to identify the rejected pipe but no larger than four (4) inches in diameter. Rejected pipe shall not be defaced in any other manner. The Contractor shall remove the rejected pipe from the project and replace with pipe meeting the requirements of this Item.

(9) Jointing Materials. Unless otherwise specified on the plans the Contractor shall have the option of making the joints using any of the materials described herein. For all jointing materials except mortar, the Contractor shall furnish the Engineer the Manufacturer's Certificate of Compliance.

(a) Mortar. Mortar for joints shall be in accordance with the section, "Jointing", of this Item.

(b) Cold Applied, Plastic Asphalt Sewer Joint Compound. This material shall

consist of natural and/or processed asphalt base, suitable volatile solvents and inert filler. The consistency is to be such that the ends of the pipe can be coated with a layer of the compound up to one-half inch thick by means of a trowel. The joint compound shall cure to a firm, stiff plastic condition after application. The material shall be of a uniform mixture and any small separation occurring in the container shall be stirred to a uniform mix before use.

This material shall meet the following requirements when tested in accordance with Test Method Tex-526-C:

Asphalt Base, 100% - % Volatites - % by weight	% Ash, 28-45
Volatiles, 212 F Evaporation, 24 h, % by weight	10-26
Mineral Matter, determined as Ash, % by weight	30-55
Consistency, Cone Penetration, 150 q, 5 sec, 77 F	150-275

(c) Rubber Gaskets. These gaskets shall conform to ASTM C361 or C443. The design of the joints and permissible variations in dimensions shall be in accordance with ASTM C443. The Contractor shall furnish the Engineer the Manufacturer's Certificate of Analysis.

(d) Cold Applied Preformed Plastic Gaskets. Preformed plastic gaskets shall be suitable for sealing joints of tongue and groove concrete pipe. The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes or obnoxious odors. The gasket joint sealer shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength, and shall be supplied in extruded rope-form of suitable cross-section. The size of the plastic gasket joint sealer shall be in accordance with the manufacturer's recommendations and be of sufficient size to properly seal the joint. The plastic gasket joint sealer shall be so constructed as to provide evidence of proper installation either by means of "squeeze-out" of the gasket material on the inside or outside around the complete pipe joint circumference or by means of tabs, projections or other such indicators placed at established intervals around the circumference of the pipe joint. Plastic gasket joint sealers shall be Type 1 or Type 2. Type 1 gaskets shall meet the "squeeze-out" requirements and Type 2 gaskets shall meet the requirements for tabs, projections or other indicators. The gasket joint sealer shall be protected by a suitable wrapper designed that when removed, the jointing material maintains integrity.

The chemical composition of the gasket joint sealing compound for Type 1 and 2, as shipped, shall meet the following requirements:

COMPOSITION	TEST METHOD	ANALYSIS
Bitumen, Petroleum Plastic Content, % by weight	ASTM D4	50-70
Ash-Inert Mineral Matter, % by weight	Tex-526-C	30-50
Volatile Matter, 325 F, % by weight	Tex-506-C	2.0 max.

The gasket joint sealing compound when immersed for 30 days at ambient room temperature separately in five (5) percent solution of caustic potash; a five (5) percent solution of hydrochloric acid; a five (5) percent solution of sulfuric acid; and a saturated H_2S solution, shall show no visible deterioration.

The physical properties of the gasket joint sealing compound as shipped shall meet the following requirements:

PROPERTY	TEST METHOD REQUIREMENT	
	Type 1	Type 2
Ductility @ 77 F (cm), min. Tex-503-C	5.0	5.0
Softening Point, F	275	275
Penetration 32 F (300g) 60 sec., min --	65	
Tex-502-C 77 F (150g) 5 sec	50-120	50-120
Tex-502-C 115 F (150g) 5 sec., max. Tex-502-C	------	150

464.3. Construction Methods. The location of private driveway and side road pipe shall be constructed at locations shown on the plans or as directed by the Engineer.

Reinforced concrete pipe culverts and sewers shall be constructed in accordance with the plans and requirements of this Item.

(1) Excavation. All excavation shall be in accordance with the requirements of Item 400, "Excavation and Backfill for Structures", except where tunneling or jacking methods are shown on the plans or permitted by the Engineer.

(2) Shaping and Bedding. Shaping and bedding shall be in accordance with Item 400, "Excavation and Backfill for Structures".

(3) Laying Pipe. Unless otherwise authorized by the Engineer, the laying of pipe on the

bedding shall be started at the outlet end with the spigot or tongue end pointing downstream and shall proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades. Where bell and spigot pipe are used, cross trenches shall be cut in the foundation to allow the barrel of the pipe to rest firmly upon the bedding. These cross trenches shall be not more than two (2) inches larger than the bell ends of the pipe. Proper equipment shall be provided for hoisting and lowering the sections of pipe into the trench without disturbing the bedding and the sides of the trench. The ends of the pipe shall be carefully cleaned before the pipe is placed. As each length of pipe is laid, the mouth of the pipe shall be protected to prevent the entrance of earth or bedding material. The pipe shall be fitted and matched so that when laid in the bed the pipe shall form a smooth, uniform conduit. When elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, the pipe shall be laid in the trench in such position that the markings "Top" or "Bottom", shall not be more than five (5) degrees from the vertical plane through the longitudinal axis of the pipe.

Multiple installations of reinforced concrete pipe shall be laid with the center lines of individual barrels parallel. Unless otherwise shown on the plans, the following clear distances between outer surfaces of adjacent pipes shall be used.

Diameter	18"	24"	30"	36"	42"	48"	54"	60" to 84"
Clear Distance Between Pipes	0'-9"	0'-11"	1'-1"	1'-3"	1'-5"	1'-7"	1'-11"	2'-0"

(4) Jointing.

(a) Joints sealed with portland cement mortar shall be made as follows:

Mortar shall consist of one (1) part cement, two (2) parts sand and sufficient water to make a plastic mix. The pipe ends shall be cleaned and wetted before making the joint. The lower half of the bell or groove and the upper half of the tongue or spigot shall be plastered with mortar. After the pipes are tightly jointed, mortar shall be packed into the joint from both inside and outside the pipe. The inside shall be finished smooth and flush with adjacent joints of pipe. Over the joint outside the pipe, a bead shall be formed at least one (1) inch on either side of the joint and of semicircular cross section for tongue and groove joints, but for bell and spigot joints, the mortar shall form a 45° fillet between the outer edge of the bell and the spigot. Mortar joints shall be cured by keeping the joints wet for at least 48 hours or until the backfill has been completed, whichever comes first. No jointing shall be done when the atmospheric temperature is at or below 40 F. Mortared joints shall be protected against freezing by backfilling or other approved methods for at least 24 hours.

No mortar banding on the outside of pipe will be required for driveway culverts.

At the Contractor's option, and with the approval of the Engineer, pipes which are large enough for a man to enter may be furnished with the groove not less than one-half of an inch and not more than three-fourths of an inch longer than the tongue. Such pipe may be laid and backfilled without mortar joints. Care shall be exercised to avoid displacing the joints during the backfilling operations. After the backfilling has been completed, the space between the end of the tongue and the groove on the interior of the pipe shall be cleaned of all foreign material, thoroughly wetted and filled with mortar around the entire circumference of the pipe and finished flush.

The Contractor shall make available for the use of the Engineer, an appropriate rolling device similar to an automobile mechanic's "Creeper" for conveyance through small size pipe structures.

Mortar joints will be required for irrigation wells, vents and similar vertical structures.

(b) Joints using Cold Applied, Plastic Asphalt Sewer Joint Compound shall be made as follows:

Both ends of the pipes shall be clean and dry. A one-half inch thick layer of the compound shall be troweled or otherwise placed in the groove end of the pipe covering not less than two-thirds of the joint face around the entire circumference. Next, the tongue end of the next pipe shall be shoved home with sufficient pressure to make a tight joint. After the joint is made any excess mastic projecting into the pipe shall be removed. Backfilling of pipe laid with asphalt mastic joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

(c) Joints using Rubber Gaskets shall be made as follows:

Where rubber gasket pipe joints are required by the plans the joint assembly shall be made according to the recommendations of the gasket manufacturer. Water tight joints will be required when using rubber gaskets. Backfilling may begin when approved by the Engineer.

(d) Joints using Cold Applied Preformed Plastic Gaskets shall be made as follows:

Before laying the pipe in the trench, the plastic gasket shall be attached around the tongue or groove near the shoulder or hub of each joint in accordance with the gasket manufacturer's recommendations. The protective wrapper shall be removed and the gasket pressed firmly to the clean, dry surface of the pipe, as recommended by the manufacturer. The joint sealer must be placed in such a manner that no dirt or other deleterious materials will come in contact with the joint sealing material.

After the tongue is correctly aligned with the flare of the groove, the wrapper or wrappers on the gasket shall be removed and the pipe shall be pulled or pushed home with sufficient force to properly seal the joint. Any joint material pushed out into the

interior of the pipe that would tend to obstruct the flow shall be removed. (Pipe shall be pulled home in a straight line with all parts of the pipe on line and grade at all times.) Backfilling of pipe laid with plastic gasket joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

When the atmospheric temperature is below 60 F, plastic joint seal gaskets shall either be stored in an area warmed to above 70 F, or artificially warmed to this temperature in a manner satisfactory to the Engineer. Gaskets shall then be applied to pipe joints immediately prior to placing pipe in trench, followed by connection to previously laid pipe.

(5) Connections and Stub Ends. Connections of concrete pipe to existing pipes, pipe sewers or sewer appurtenances shall be as shown on the plan.

The bottom of existing structures shall be mortared or concreted if necessary to eliminate any drainage pockets created by the connections. Any damage to the existing structure resulting from making the connection shall be repaired by the Contractor, to the satisfaction of the Engineer, at the Contractor's expense.

When concrete pipe is to be joined with existing aluminum pipe, portions of the aluminum pipe that are to be in contact with the concrete pipe, shall be insulated with a coating of bituminous material meeting the requirements of Article 460.7. The coating shall extend to a minimum distance of one (1) foot beyond the area of contact.

Unless otherwise shown in the plans, connections between concrete pipe and corrugated metal pipe shall be made with a suitable concrete collar having minimum thickness of four (4) inches.

Stub ends, for connections to future work not shown on the plans, shall be finished by installing watertight plugs into the free end of the pipe.

(6) Backfilling. After the pipe has been placed, bedded and jointed as specified, filling and/or backfilling shall be done in accordance with the applicable requirements of Item 400, "Excavation and Backfill for Structures". When mortar joints are specified, no fill or backfill shall be placed until the jointing material has been cured for at least six hours. Special precautions shall be taken in placing and compacting the backfill to avoid any movement of the pipe or damage to the joints. For all pipe structures where joints consist of materials other than mortar, immediate backfilling will be permitted.

(7) Reuse of Appurtenances. When existing appurtenances are specified on the plans for reuse, the portion to be reused shall be severed from the culvert and moved to the new position previously prepared by hoisting with a crane, rolling, or other approved methods. Connections shall conform to the requirements for joining sections of pipes, as designated herein or as shown on the plans. Any portion of the headwalls or pipe attached to the appurtenance damaged during the moving operations by the Contractor shall be restored to

its original condition at the Contractor's expense. The Contractor may remove and dispose of the existing appurtenances and construct new appurtenances at his expense in accordance with the pertinent specifications and design shown on the plans or as furnished by the Engineer.

(8) Protection of Pipe. Unless otherwise shown on the plans or permitted in writing by the Engineer, no heavy earth moving equipment will be permitted to haul over the structure until a minimum of four (4) feet of permanent or temporary, compacted fill has been placed thereon. Pipe damaged by the Contractor's equipment shall be removed and replaced by the Contractor at the Contractor's expense.

464.4. Measurement. This Item will be measured by the linear foot. Such measurement will be made between the ends of the pipe barrel along the flow line, exclusive of safety end treatments. Safety end treatments shall be measured in accordance with Item 467, "Safety End Treatment". Where spurs or branches, or connections to existing pipe lines are involved, measurement of the spur or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, that length of pipe tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels measured as prescribed above.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

464.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reinforced Concrete Pipe" and "Reinforced Concrete Pipe (Sewers)" of the size and D-load or class specified; and "Reinforced Concrete Pipe (Arch)", "Reinforced Concrete Pipe (Elliptical)", "Reinforced Concrete Pipe (Arch) (Sewer)", and "Reinforced Concrete Pipe (Elliptical) (Sewer)" of the design specified.

This price shall be full compensation for furnishing, hauling, placing and joining of pipes; for cutting of skews or slopes, for all connections to new or existing structures; for moving and reusing appurtenances where required; for removing and disposing of portions of existing structures as required; and for all labor, tools, equipment and incidentals necessary to complete the work.

Excavation, bedding and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures".

*** * * END OF SECTION * * ***

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.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its Instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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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:

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 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.

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

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the _____ day of _____, 20_____.

_____

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-L

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions. Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

OMB No.: 1215-0149
Expires: 03/31/2006

PAYROLL NO | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION		(4) DAY AND DATE HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O																	
			S																	
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Exhibit E-L

Date: _____

I _____ _____
(Name of Signatory Party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

Form 353 (Rev. 12/97)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

General Decision Number: TX140008 01/03/2014 TX8

Superseded General Decision Number: TX20130008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	
Front End Loader, 3 CY or less	$ 13.49	
Loader/Backhoe	$ 12.77	
Mechanic	$ 15.47	
Milling Machine	$ 14.64	
Motor Grader Operator,		

Rough.....$ 14.62
Motor Grader, Fine Grade....$ 16.52
Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

CHANGE ORDER NUMBER ONE(1) **SAMPLE**

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

DRAFT

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

SAMPLE --APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
___10%___ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

DRAFT

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Estimate Quantity Update Worksheet Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000		$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000		$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000		$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	000		$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	00		$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	00.00		0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	00.00	0	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100	$4 0	0.0	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$	$1 00	0.00	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000		000		0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$	00		0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.0	00	10.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	00	$25	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	12	$30.	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.0	$2,000	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	00.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By: Signature: _____ Date: _____

DRAFT

Printed Name:

DRAFT

SAMPLE

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

DRAFT

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

(Company Letterhead)

(Date)

County of Hidalgo
Attn.: Mr. Raul E. Sesin, P.E.
1304 S. 25th St.
Edinburg, TX 78539

RE: Hidalgo County Precinct No. 2
Gearhart Drive Paving & Drainage Improvements
Contract No.: C-14-032-xx-xxx

Mr. Sesin:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Hidalgo County Pipe 2605 US Exp. 281 Edinburg, TX 78542 (956)318-2840

If you have any questions, please call me at (956) 607-0741

Best regards,

_____
(name) _____, Manger

DRAFT

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
SUPPLIER

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

Exhibit E-I

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit D-B

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

Contractor Name

Starting Date

Project Ending Date

Engineer's / County Project Description

Application No.:

Application Date:

Period To:

Engineer's / County Project No.:

No.	Item Code	Description	Unit	Original Schedule Value			Revised Rates	Value		First Month			Second Month			Third Month				Balance To Finish	
				Original Rates	Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-						-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-O

January 28, 2015

Mr. Raul Sesin
Hidalgo County Planning Department
1304 S. 25th Street
Edinburg, Texas 78539

Subject: **Geotechnical Engineering Study**
MEG Geotechnical Report No. 01-14-19109-20-1
Pavement Recommendations
Existing Hidalgo County Pct. No. 2 Equipment Compound Facility
Pharr, Hidalgo County, Texas

Dear Mr. Sesin:

Millennium Engineers Group, Inc. is pleased to submit the enclosed geotechnical engineering report that was prepared for the above subject project. This report addresses the findings of our soils investigation study. Please consult with us, as needed, during the design and construction process.

Thank you for the opportunity to be of service to you in this phase of the project and we would like the opportunity to assist you in the upcoming phases of the project. If you have any questions, please contact our office at the address, telephone, fax or electronic address listed below.

STATE OF TEXAS
RAUL PALMA
65656
LICENSED
PROFESSIONAL ENGINEER
1/28/15

Cordially,
Millennium Engineers Group, Inc.
TBPE Firm No. F-3913

Raul Palma, P.E.
President

Cc: 2 Originals and PDF Document

1.0 PAVEMENT SECTION RECOMMENDATIONS

1.1 Field Observations

Field observations were performed at the time of the drilling activities during our engineering study. The following items were inspected on the existing pavement areas where the Soil Borings were performed with the purpose of determining the material conditions of the existing pavement. The following items are the findings and the observations encountered at the following locations:

Table 1. Field Observations

Location No.	Asphalt Depth(in)	Caliche Depth(in)	Geogrid Fabric	Limed Subgrade
B-1	None	12	None	None
B-2	None	12	None	None
B-3	None	7	None	None
B-4	None	8 ½	None	None
B-5	None	9 ½	None	None
B-6	None	12	None	None
B-7	None	7 ½	None	None
B-8	None	9 ½	None	None
B-9	None	11	None	None

By visual observation of the samples obtained, the existing flexible base material appears to have been moderately processed and degraded. The existing flexible base may be re-used.

During the drilling operations our general visual review of the site indicates that the caliche base was placed to the level of the curb and gutter and/or the foundation pads. It may be necessary to lower the grade of the subgrade and/or caliche in order to meet grades and/or the minimum pavement layer depths as specified in the plans.

As part of the scope of services for this report the depth of caliche base was determined during the drilling operation in the field. Boring Nos. 1 and 2 were performed in the area where light duty traffic is expected. The depth of caliche base was found to meet and or exceed the required minimum depth of 8 inches recommended in MEG Report No. 01-13-29060. Boring Nos. 3 through 9 were performed in the area where heavy duty traffic is expected. The depth of caliche base was found to be deficient in several areas. Out of 7 boring locations, 5 locations were found to be below the 10 inches recommended in MEG Report No. 01-13-29060. The deficiencies are illustrated in the Caliche Base Depth Deficiency Locations Plan and may be found in the Appendix of this report.

As part of the scope of services for this report the plasticity index (PI) value of caliche base was determined in the laboratory to determine specification compliance. Boring Nos. 1 through 9 were performed throughout the pavement areas. The plasticity index value of caliche base was found to be deficient in several areas. Out of 9 boring locations, 8 locations were found to be above the maximum plasticity value of 12 recommended in MEG Report No. 01-13-29060. The deficiencies are illustrated in the Caliche Base PI Deficiency Locations Plan and may be found in the Appendix of this report.

1.2 Design Information

The pavement recommendations are limited to samples taken from the existing soils within the footprint areas present at the site. The pavement design implemented for this project shall come from the civil engineer based on a traffic and design analysis for this project.

The plasticity index of the surface soils at this site is approximately 28 to 42 percent. The existing subgrade soils do require lime stabilization for soil shrink and swell mitigation. We recommend the addition of four 94) percent to Six (6) percent (an approximate average of 5 percent) lime by weight to the existing surface soils. We recommend that the existing soils be tested after the pavement areas have been excavated or filled to the top of the subgrade elevation to verify the soil stabilization requirements. The natural ground should then be prepared as stated in the Site Preparation Recommendations of the foundation section.

Our recommendation to mitigate the deficiency for caliche base plasticity values above the specification maximum is to add lime treatment to the caliche base in accordance with the Lime Treated Caliche Base section of this report. The lime treatment of the caliche base changes its physical engineering properties and a reduction in lime treated caliche base thickness can be made as follow. In this particular case the caliche base thickness for both the light duty and heavy duty pavement options can be reduced by 2 inches. Alternately the subgrade may be reduced by 2 inches when the proposed caliche base depth in Table 8 are used with the addition of lime treatment. Pavements that have stabilized layers exhibit some cracking during the life of the pavement due to the rigidity of the stabilized layers. This cracking is not detrimental to the pavement but it will require additional maintenance that will require crack sealing during the life of the pavement.

Recommendations for both flexible and rigid pavements are presented in this report for further evaluation by the project civil engineer. Both pavement types are viable and the selection on the type to be used will depend on the specific needs and criteria of this project site. Generally, flexible pavements have a lower initial construction cost when compared to rigid pavements. On the other hand a rigid pavement has lower maintenance cost throughout the life of the pavement structure as compared to flexible pavements. Flexible pavements generally require more frequent repairs and overlays at

intervals from 6 to 10 years to meet the structural and functional requirements of the pavement during the design life. All pavements are very dependent on the condition of the soil platform on which they are supported and thus moisture conditions will play an important role in the performance of the pavement during its structure life. Proper consideration to drainage of the pavement structure and the surrounding areas is essential to the successful performance of a pavement structure. The proposed pavement section for entrances, drives and parking areas may be chosen from one of the following options:

Table 2. Flexible Pavement Options[1]

Materials	Option 1[2]		Option 2[3]		Option 3	
Asphaltic Concrete (In)	1.5		2.5		N/A	
Untreated Caliche Base (In)	8.0		10.0		N/A	
Lime Treated Subgrade (In)	8.0		10.0		N/A	
Overlay Depth (In)	-	-	-	-	N/A	N/A
Overlay Period, years	-	-	-	-	N/A	N/A

Note 1: Proposed 20 year design life.
Note 2: Light Duty Pavement Option.
Note 3: Heavy Duty Pavement Option.
Note 4: N/A = not available

Table 3. Rigid Concrete Pavement Options[1]

Materials	Option 1[2]	Option 2[3]	Option 3
Reinforced Concrete Pavement (In)	5.0	6.5	N/A
Lime Treated Subgrade (In)	8.0	10.0	N/A

Note 1: Proposed 20 year design life.
Note 2: Light Duty Pavement Option.
Note 3: Heavy Duty Pavement Option.
Note 4: N/A = not available

It is recommended that concrete pavements be reinforced. At a minimum, the reinforcing bars should be placed as follows:

Table 4. Longitudinal Drives and Entrances

Thickness (in)	Bar Size	Longitudal Spacing (in)	Transverse Spacing (in)
<=6	3	12	24
<=7	4	12	24

Table 5. Parking Areas

Thickness (in)	Bar Size	Longitudal Spacing (in)	Transverse Spacing (in)
<=6	3	16	16
<=7	4	16	16

Longitudinal reinforcement should be placed at ½ the slab depth +/- ½ inch from the surface. At a longitudinal edge, the first two spacing's for longitudinal reinforcement shall be at ½ the normal longitudinal spacing. At transverse construction joints, additional longitudinal reinforcement shall be placed at a spacing one half the normal longitudinal spacing for a length of 42 inches. At transverse joints, the first two spacing's for transverse reinforcement shall be at ½ the normal transverse spacing. All reinforcement should be specified as deformed steel meeting the requirement of ASTM A-615 (Grade 60) or ASTM A-616 (Grade 60). Splices should be a minimum of 33 nominal bar diameters. Reinforcing should not extend across longitudinal and expansion joints. Dowels across longitudinal and expansion joints are recommended to be 7/8 inch diameter, smooth bars with a length of 42 inches and spaced at a maximum 24 inches on center.

Longitudinal and transverse joints are recommended at a maximum spacing of 10 feet for pavements with a thickness of less than 6 inches and at a maximum spacing of 15 feet for pavements with a thickness of 6 inches or greater. The longitudinal and transverse joints should be formed or saw cut to a depth of 1/3 of the slab depth for concrete containing siliceous coarse aggregate and ¼ of the slab depth for limestone aggregate. Sawing of joints should begin as soon as the concrete will not chip and ravel. It is recommended that longitudinal and expansion joints be doweled to promote load transfer. Expansion joint spacings are not to exceed a maximum of 75 feet and no expansion or contraction joints should be located within a swale or drainage collection area. Expansion joints are also needed to separate the concrete slab from fixed objects such as inlets, light standards and buildings.

It is recommended that the concrete pavement surface have a minimum slope of 0.015 ft/ft to provide adequate surface drainage. It is recommended that the concrete pavement should cure a minimum 7 days before allowing any traffic provided that adequate concrete strength has been attained as determined by the project Civil Engineer.

The curb shall be constructed in lengths equal to the adjoining pavement slab lengths, and expansion joints shall be provided in the curb opposite each transverse expansion joint in the pavement. Expansion joint material shall be of the same thickness, type and quality as specified for the pavement and shall be of the section as shown for the curb. All expansion joints shall be carried through the curb. Transverse contraction joints shall be sawed across the curb at the same time as sawing of the transverse contraction joints in the pavement are sawed. The curb shall be placed monolithically with the pavement for edge support and reinforced with a minimum one (1) #5 rebar. A finish coat of mortar shall be applied on the exposed surfaces of monolithic curbs.

1.3 Mass Fill Testing and Findings

As part of the scope of services for this report the standard penetration test (SPT) was performed during the drilling operations in the field. It is our understanding that the mass fill placed at this site was approximately 3 to 4 feet in depth. It is also our understanding that the placement was not engineered and tested for project specification compliance during its placement. The SPT values obtained for the mass fill are similar to those of natural subgrade that are commonly found at other sites. Generally with the SPT values obtained and from the physical engineering properties determined in the laboratory, we do not expect long term settlements due to consolidation greater than those from a site where there was no placement of a mass fill. Our evaluation of potential settlement applies to the information obtained and at the boring locations sampled. Soil conditions may vary between boring locations.

1.4 Garbage Dumpster Considerations

Within flexible pavement areas, it is recommended that reinforced concrete pads be provided in front of and beneath garbage dumpsters. Concrete paving is also recommended in areas where the dumpster trucks make turns with small radii to access the dumpsters. The pads should be a thickened concrete slab and reinforced similar to the concrete pavement recommendations or a minimum 10 inches thick.

2.0 PAVEMENT MATERIAL SPECIFICATION SECTIONS

2.1 Hot Mix Asphaltic Concrete Surface

The asphaltic surface shall meet the requirements of the current TxDOT 1993 Specification Item 340 for Hot Mix Asphaltic Concrete or Item 3146 for Quality Control/Quality Assurance of Hot Mix Asphaltic Concrete Pavement. The bonus/penalty provisions of Item 3146 should be voided. The hot mix asphaltic surface will be compacted to between 91 and 96 percent of the maximum theoretical density in conformance with the specification. It is recommended that the testing required by this specification be performed during production.

2.2 Reinforced Concrete

Concrete shall meet a minimum 28-day compressive strength of 3600 psi for light duty pavements and 4400 for heavy duty pavements and a maximum water/cement ratio of 0.45. The concrete for concrete paving shall meet the requirements for Class P Concrete of TxDot 2004 Specification Item 421. Aggregates used in the concrete design should meet the requirements of TxDOT 2004 Specification Item 421 or ASTM C33.

2.3 Untreated Caliche Base

The base shall be caliche base and meet the requirements of TxDOT 1993 Specification Item 247 Type D, Grade 3 or better. The base shall be compacted to a minimum 98 percent of the maximum dry density as determined by the standard moisture density relation (ASTM D 698) at moisture contents ranging between minus three (-3) and plus three (+3) percentage points of the optimum moisture content. The base shall be placed in loose lifts not to exceed 8 inches and not less than 5 ½ inches (4 inches compacted).

2.4 Lime Treated Caliche Base

The base shall meet all the requirements of caliche base. In addition the base shall be treated with a minimum two (2) percent lime or Portland cement by weight. Lime shall meet the requirements of TxDOT 1993 Specification Item 264. Portland cement shall be Type I meeting ASTM C150 or Type IP meeting ASTM C595. Lime treatment will be in accordance with TxDOT 1993 Specification Item 262 or 263 for base courses and Item 260 for subgrades. Cement treatment shall be in accordance with TxDOT 1993 Specification Item 275 or 276. The base shall be compacted to a minimum 98 percent of the maximum dry density as determined by the standard moisture density relation (ASTM D 698) at moisture contents ranging between minus three (-3) and plus three (+3) percentage points of the optimum moisture content. The base shall be placed in loose lifts not to exceed 8 inches and not less than 5 ½ inches (4 inches compacted).

2.5 Lime Treated Subgrade

For this project the plasticity index of the in-situ soils are approximately 28 to 42 percent and thus the existing subgrade soils do require lime stabilization for soil shrink and swell mitigate. We recommend that these soils be stabilized with 5.5% lime as a working platform for the pavement structure. It is recommended that the subgrade plasticity index be verified after the site is stripped of the loose topsoil and the subgrade is exposed up to the subgrade elevation. Stabilization treatment of the subgrade soils may be utilized to improve the strength of the soil and provide a platform for the base for resistance to moisture intrusion and changes. Prevention of moisture intrusion is extremely important. Increases in moisture content of the subgrade and the base will significantly reduce the material's structural ability to carry loads. The optimum lime content should reduce the PI of the soil to 20 or less and should result in a soil lime

mixture with a pH of at least 12.4 when tested in accordance with ASTM C 977, Appendix XI. The lime should be blended with a mixing device such as a pulvermixer to produce a soil mixture passing water added and be allowed to cure for at least 48 hours. After curing the lime soil mixture it shall pass the grading requirements of TxDOT 1993 Specification Item 260 and compacted to a minimum 95 percent of the maximum dry density determined in accordance with ASTM D 698 at moisture contents ranging from optimum to plus three (+3) percentage points of the optimum moisture content. If the in place gradation requirements can be achieved during the initial mixing, the remixing after the curing period can be eliminated. Please note that there is a relationship between the time of mixing of the lime and soils with the maximum dry density. Any mixture older than three (3) days will require determination of new moisture density relationships

Portland cement may be considered instead of lime to treat the subgrade. All the performance and compaction recommendations required for lime will also apply for Portland cement. The required percentage of cement is similar to that required with lime.

2.6 Moisture Conditioned Subgrade

The subgrade shall be scarified to a depth of eight (8) inches and moisture conditioned to within minus two (-2) to plus three (+3) percentage points of optimum moisture. The subgrade shall be compacted to a minimum 95 percent of the maximum dry density determined in accordance with ASTM D 698.

3.0 OTHER CONSIDERATIONS

3.1 Drainage

Adequate perimeter drainage is essential for long-term performance of any pavement structure. Infiltration of surface water from unpaved areas surrounding the pavement should be minimized. We do not recommend the placement of landscape beds on the paved areas. Such design features provide a potential for water to enter into the pavement section and the underlying soil subgrade. This is especially true with time in paved areas that have limited traffic and lead to accelerated asphalt oxidation and thus cracking. Water intrusion will result in the deterioration of the pavement materials with time as vehicular traffic passes over affected areas. Above grade planter boxes with drainage discharge onto the top of the pavement or directed into storm sewers should be considered if landscape features are to be used.

3.2 Curb & Gutters

Base material under curb and gutters and curbs shall be compacted to the same requirements as other areas. It is recommended that the base shall be placed below the curb & gutter and extended past the back of the curb & gutter a minimum of one and a half (1 ½) feet. The thickness of the base below the curb & gutter shall be the

required pavement base thickness less six (6) inches. An adequate seal should be provided at all concrete- asphalt interfaces. It is recommended that a crack sealant compatible to both asphalt and concrete be used.

3.3 Maintenance

A maintenance plan is recommended for the long-term performance of the paved areas. Asphaltic pavements have a tendency to strip and become oxidized with exposure to the elements. Thus cracks may become present in the pavement. It is recommended that a maintenance schedule of crack sealing, fog seals and overlays be used over the life of the pavement

4.0 PROJECT REVIEW AND QUALITY CONTROL

Each project site is unique and it is important that the appropriate design data, construction drawings, specifications, change orders and related documents be reviewed by the respective design and construction professionals participating in this project. The performance of foundations, construction building pads and/or parking areas for this project will depend on correct interpretation of our geotechnical engineering report and proper compliance of and adherence to our geotechnical recommendations and to the construction drawings and specifications.

It is important that **MEG** be provided the opportunity to review the final design and construction documents to check that our geotechnical recommendations are properly interpreted and incorporated in the design and construction documents. We cannot be responsible for misinterpretations of our geotechnical recommendations if we have not had the opportunity to review these documents. This review is an additional service and not part of our project scope.

MEG should be retained to provide construction materials testing and observation services during all phases of the construction process of this project. As the Geotechnical Engineer of Record, it is important to let our technical personnel provide these services to make certain that our recommendations are interpreted properly and to ensure that actual field conditions are those described in our geotechnical report. Since our personnel are familiar with this project, **MEG**'s participation during the construction phase of this project would help mitigate any problems resulting from variations or anomalies in subsurface conditions, which are among the most prevalent on construction projects and often lead to delays, changes, costs overruns, and disputes. If the client does not follow all of our recommendations presented in this report and/or addendums to this report, the client assumes the responsibility and liability of such actions and will hold our firm harmless and without responsibility and liability for client's actions.

A construction testing frequency plan and budget needs to be developed for the required construction materials engineering and testing services for this project. Before construction, we recommend that **MEG**, the project design team members and the

project general contractor meet and jointly develop the testing plan and budget, as well as review the testing specifications as it pertains to this project. **A failure to implement a complete testing plan will negate the recommendations provided in this report.**

MEG looks forward to the opportunity to provide continued support on this project.

APPENDIX

Summary of Soil Sample Analyses

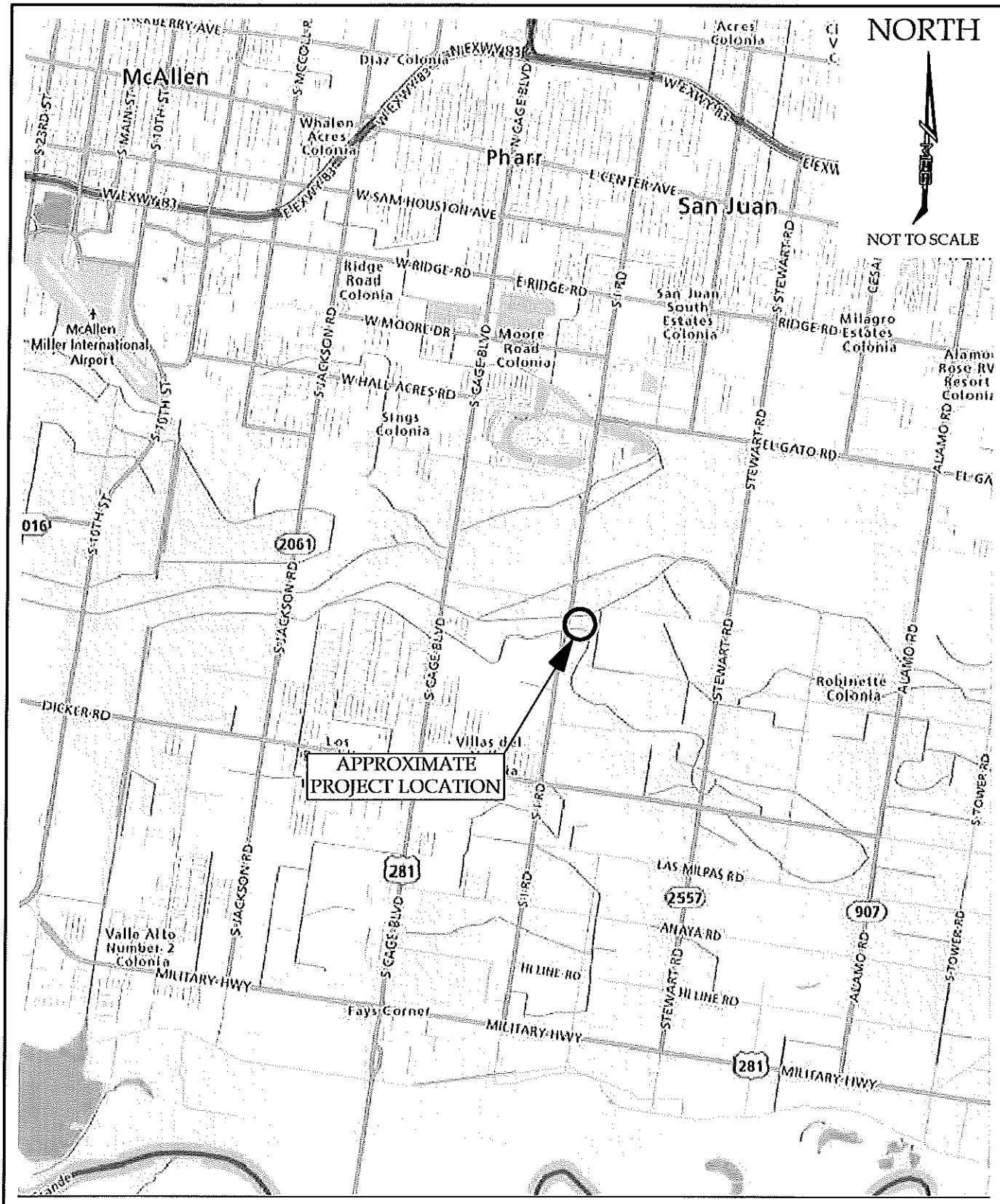
Project Name: Hidalgo County Equipment Compound Facility

Boring No.	Sample Depth (Ft)	Blows per ft	Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index	-200% Sieve	Shear Strength (tsf)	Dry Unit Weight (pcf)	USCS
B-1	0 – 1	34	15	45	22	23				
	1 – 2	18	25	52	24	28				
	2 – 3	37	21							
	3 – 4	22	22							
	4 – 5	40	21							
B-2	0 – 1	18	19	45	23	22				
	1 – 2	13	22	61	25	36				
	2 – 3	14	32							
	3 – 4	17	23	55	22	33				
	4 – 5	31	22							
B-3	0 – 1	18	18	42	21	21				
	1 – 2	16	23	60	23	37				
	2 – 3	22	21							
	3 – 4	16	23							
	4 – 5	32	21	48	19	29				
B-4	0 – 1	25	16	44	22	22				
	1 – 2	16	21	64	22	42				
	2 – 3	25	24							
	3 – 4	15	23							
	4 – 5	22	23							
B-5	0 – 1	21	13	41	22	19				
	1 – 2	18	21	65	22	43				
	2 – 3	32	25							
	3 – 4	19	21	41	22	19				
	4 – 5	33	22							
B-6	0 – 1	18	12	33	19	14				
	1 – 2	18	21	55	20	35				
	2 – 3	25	14	41	17	24				
	3 – 4	12	23							
	4 – 5	15	21							
B-7	0 – 1	13	19	40	24	16				
	1 – 2	13	28	61	24	37				
	2 – 3	20	24							
	3 – 4	14	23							
	4 – 5	20	23	73	22	51				

Summary of Soil Sample Analyses

Project Name: Hidalgo County Equipment Compound Facility

Boring No.	Sample Depth (Ft)	Blows per ft	Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index	-200% Sieve	Shear Strength (tsf)	Dry Unit Weight (pcf)	USCS
B-8	0 – 1	14	17	26	20	6				
	1 – 2	10	24							
	2 – 3	14	27							
	3 – 4	12	22							
	4 – 5	18	22	54	17	37				
B-9	0 – 1	9	19	36	22	14				
	1 – 2	7	27							
	2 – 3	10	25	64	24	40				
	3 – 4	11	24							
	4 – 5	20	23							

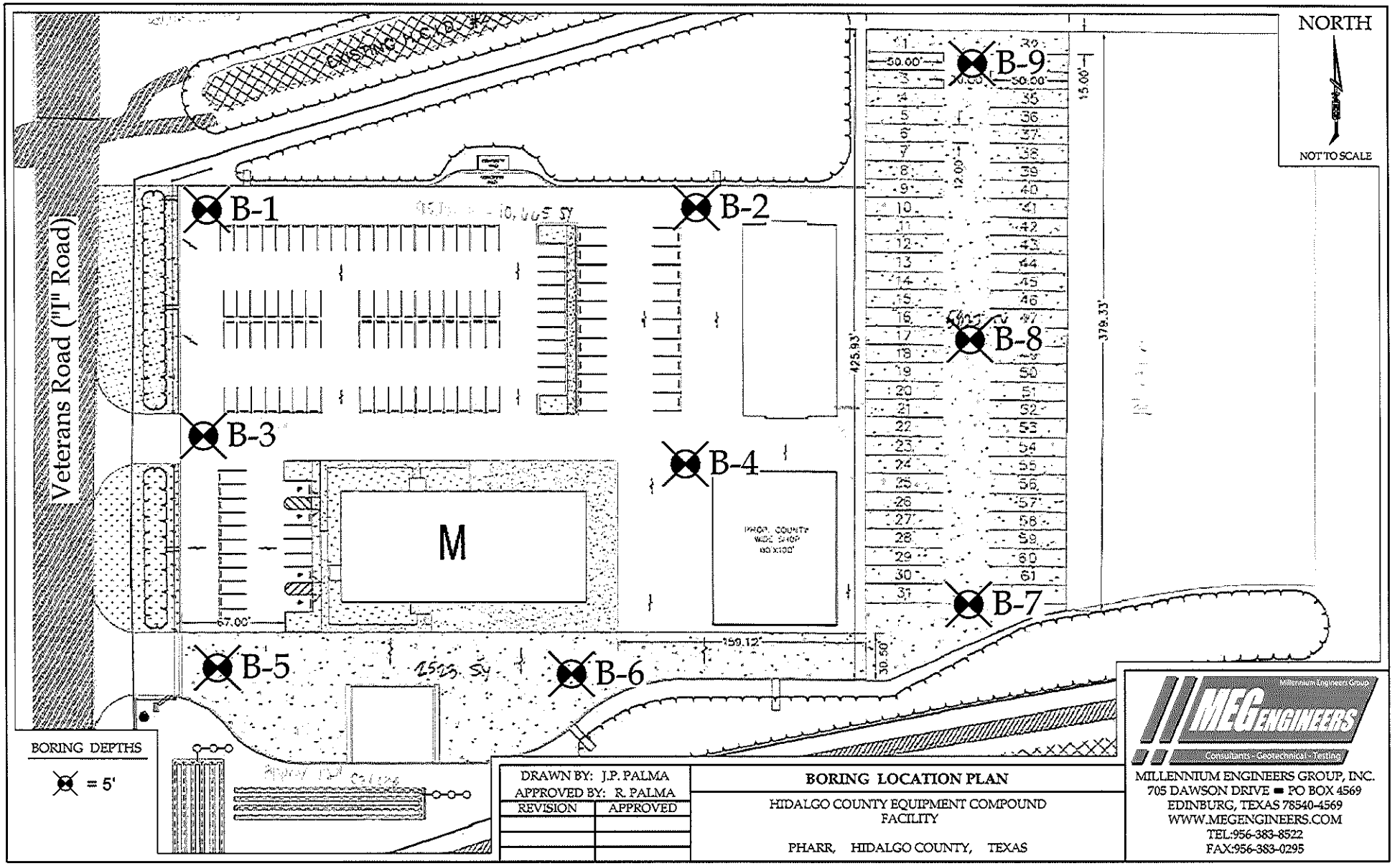


PROJECT SITE LOCATION MAP

HIDALGO COUNTY EQUIPMENT COMPOUND FACILITY

PHARR, HIDALGO COUNTY, TEXAS

MILLEENNIUM ENGINEERS GROUP, INC.
705 DAWSON DRIVE ■ PO BOX 4569
EDINBURG, TEXAS 78540-4569
WWW.MEGENGINEERS.COM
TEL: 956-383-8522
FAX: 956-383-0295



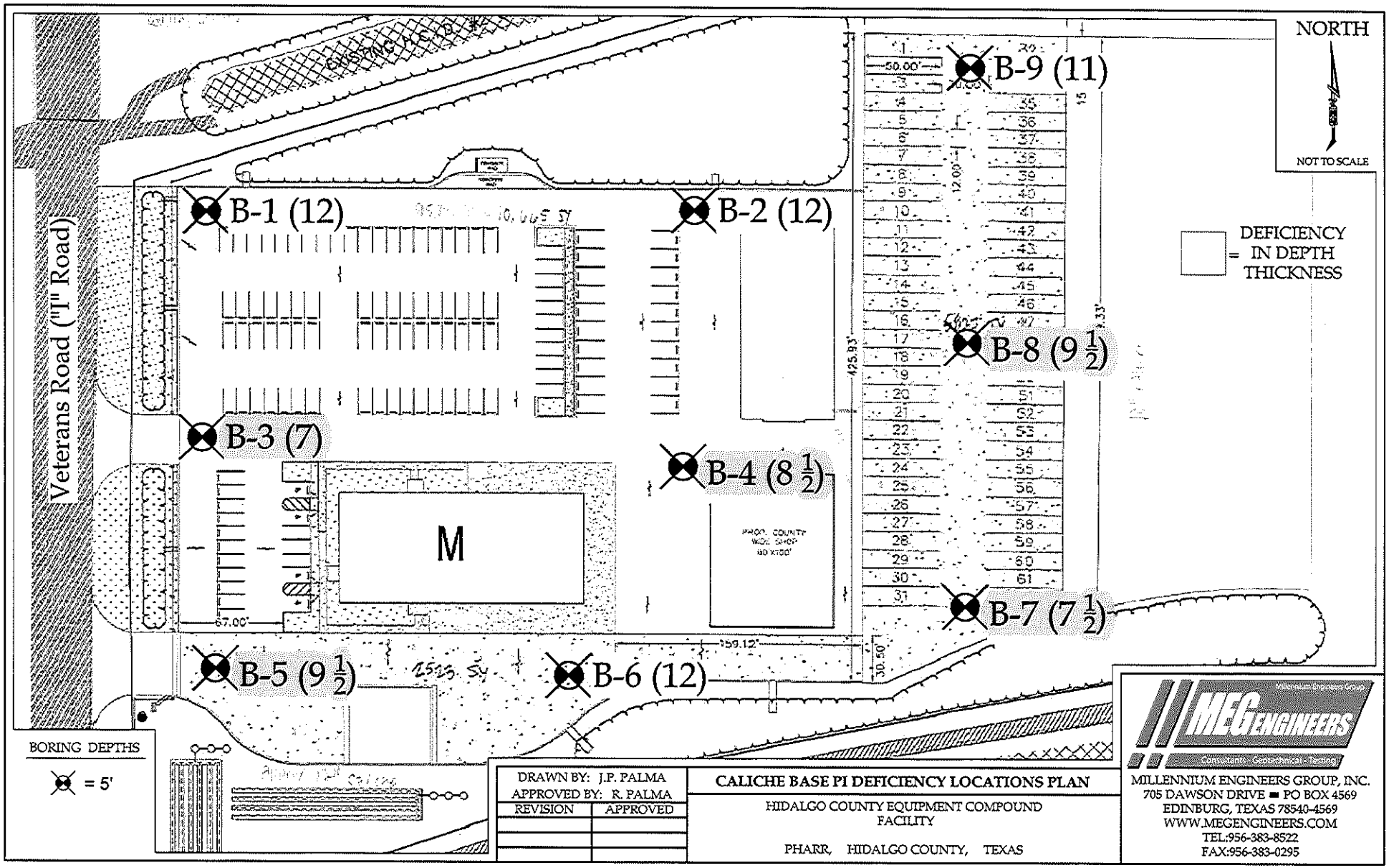
DRAWN BY: J.P. PALMA	
APPROVED BY: R. PALMA	
REVISION	APPROVED

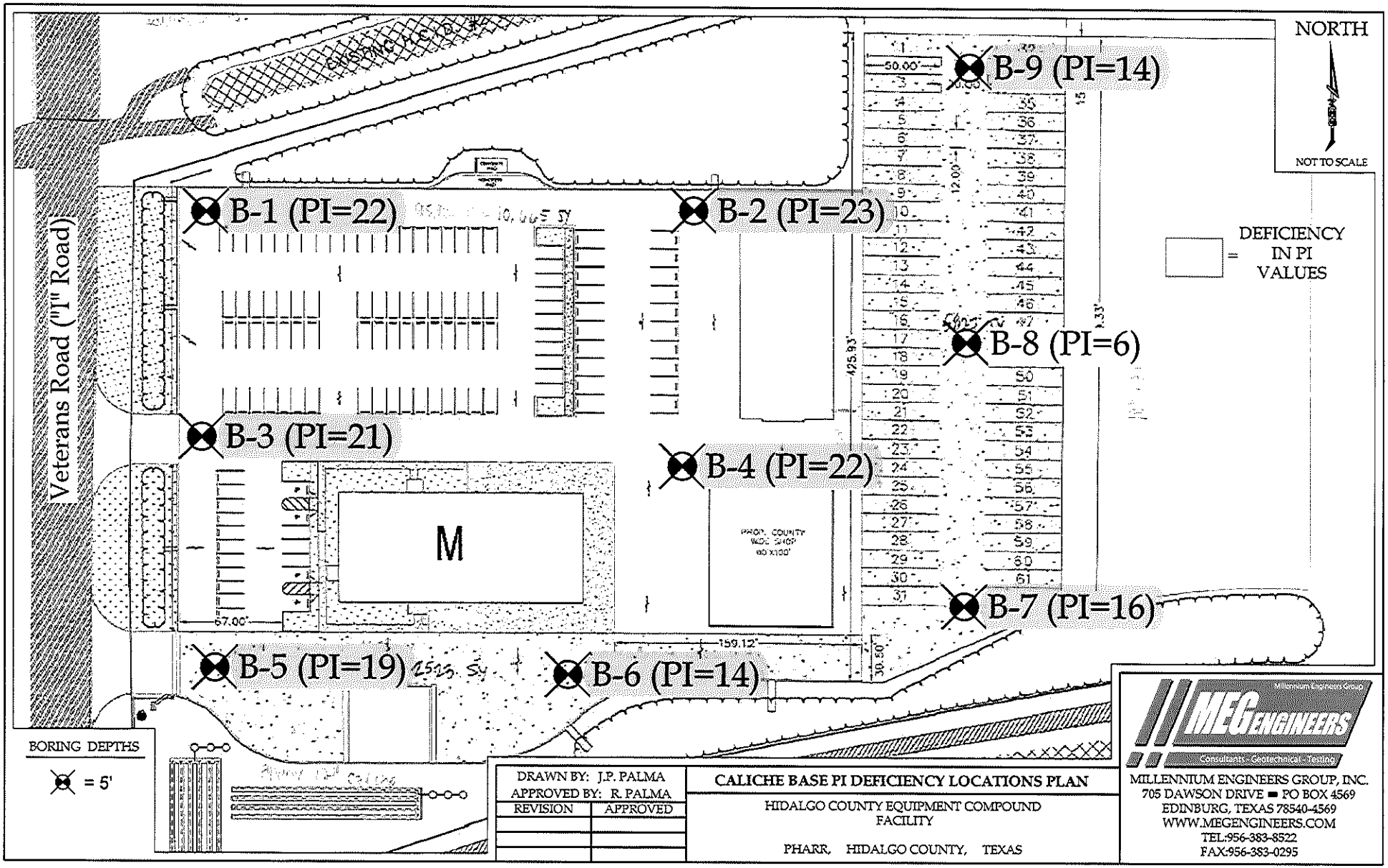
BORING LOCATION PLAN

HIDALGO COUNTY EQUIPMENT COMPOUND FACILITY

PHARR, HIDALGO COUNTY, TEXAS

MILLENNIUM ENGINEERS GROUP, INC.
705 DAWSON DRIVE ■ PO BOX 4569
EDINBURG, TEXAS 78540-4569
WWW.MEGENGINEERS.COM
TEL:956-383-8522
FAX:956-383-0295


Veterans Road ("I" Road)
B-1 (12)
B-2 (12)
B-3 (7)
B-4 (8 1/2)
B-5 (9 1/2)
B-6 (12)
B-7 (7 1/2)
B-8 (9 1/2)
B-9 (11)
M
NORTH
NOT TO SCALE
DEFICIENCY = IN DEPTH THICKNESS
BORING DEPTHS
= 5'
DRAWN BY: J.P. PALMA
APPROVED BY: R. PALMA
REVISION
APPROVED
CALICHE BASE PI DEFICIENCY LOCATIONS PLAN
HIDALGO COUNTY EQUIPMENT COMPOUND FACILITY
PHARR, HIDALGO COUNTY, TEXAS
MEG ENGINEERS
MILLENNIUM ENGINEERS GROUP, INC.
705 DAWSON DRIVE ■ PO BOX 4569
EDINBURG, TEXAS 78540-4569
WWW.MEGENGINEERS.COM
TEL:956-383-8522
FAX:956-383-0295



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APPROVED BY: R. PALMA	
REVISION	APPROVED

CALICHE BASE PI DEFICIENCY LOCATIONS PLAN

HIDALGO COUNTY EQUIPMENT COMPOUND FACILITY

PHARR, HIDALGO COUNTY, TEXAS

MILLENNIUM ENGINEERS GROUP, INC.
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WWW.MEGENGINEERS.COM
TEL:956-383-8522
FAX:956-383-0295

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association or Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Precinct Logo

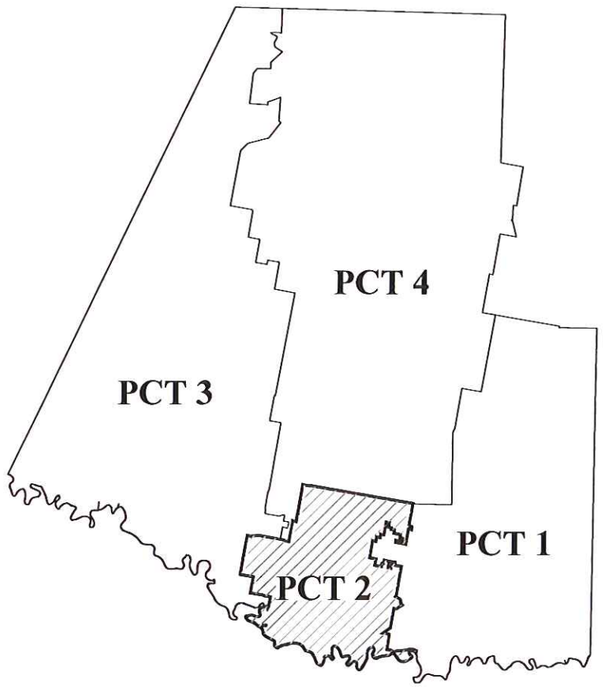
Your Tax Dollars at Work
Hidalgo County Pct. 2
Eduardo "Eddie" Cantu, Commissioner

Equipment and Maintenance Facility
Parking Lot and Access Road

Hidalgo County Commissioner's Court

Ramon Garcia	County Judge
A.C. Cuellar, Jr.	Commissioner Pct #1
Eduardo "Eddie" Cantu	Commissioner Pct #2
Joe M. Flores	Commissioner Pct #3
Joseph Palacios	Commissioner Pct #4

Project Contractor: _____ **Project Engineer:** **Raul E. Sesin, P.E.**



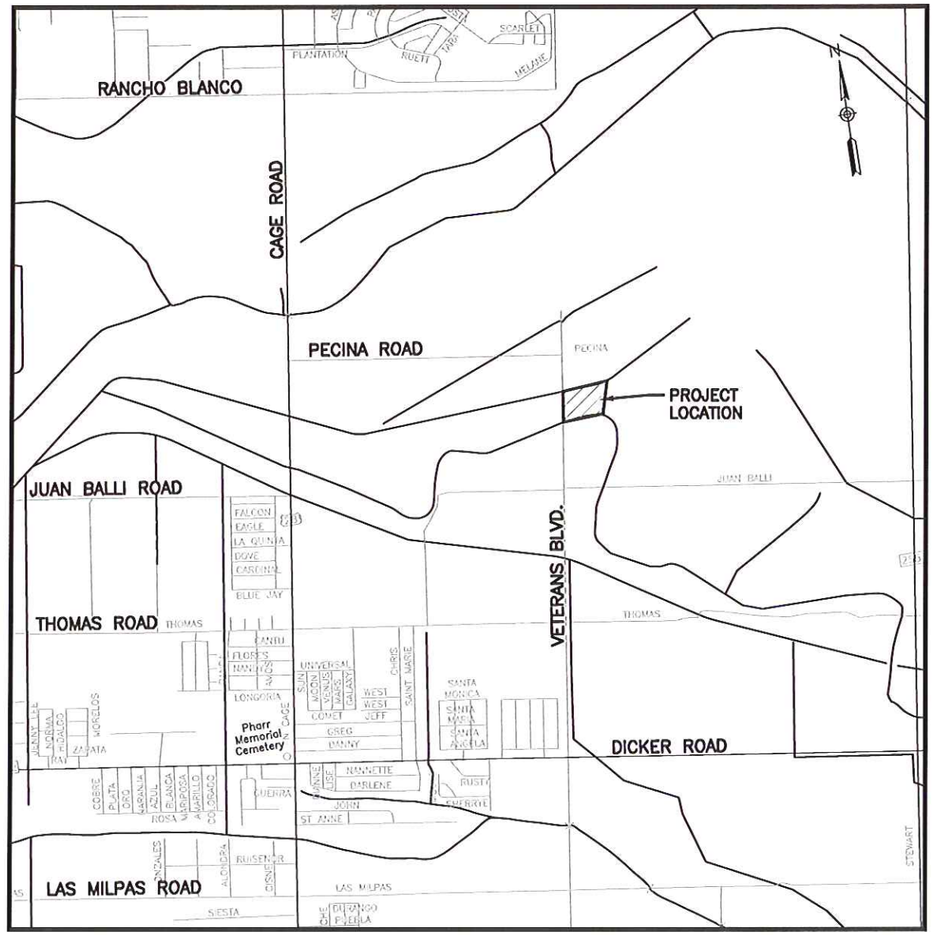
RAMON GARCIA
COUNTY JUDGE

COMMISSIONER A.C. CUELLAR, JR.
PRECINCT No. 1

COMMISSIONER EDUARDO "EDDIE" CANTU
PRECINCT No. 2

COMMISSIONER JOE M. FLORES
PRECINCT No. 3

COMMISSIONER JOSEPH PALACIOS
PRECINCT No. 4



LOCATION MAP - SCALE: 1"=3000'

HIDALGO COUNTY PRECINCT No. 2 EQUIPMENT AND MAINTENANCE FACILITY - PARKING LOT AND ACCESS ROAD

REVISIONS

DATE:	COMMENTS:

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY PRECINCT No. 2

300 W. HALL ACRES, SUITE G
PHARR, TX. 78577
TEL: (956) 787-1981 ★ FAX: (956) 787-4683
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
HCDD1 GENERAL MANAGER
FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

2/26/15

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

RAUL E. SESIN, P.E. No. 86374

Drawing: I:\PCT. 2\...n PECINA RD\Concrete Parking Lot\Cover sheet.dwg) Plotted by: creanna.yzaguirre
Layout Tab: Cover Sheet Date: 02/26/2015 Time: 01:29:10 PM

INDEX

NO.	DESCRIPTION
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G01-02	INDEX OF SHEETS
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G01-04	GENERAL NOTES
PROPOSED ROAD CROSS SECTION	
C01-01	ACCESS ROAD & HEAVY DUTY EQUIPMENT PARKING AREA SECTIONS
PROPOSED IMPROVEMENTS	
C02-01	OVERALL LAYOUT
C02-02	SITE PLAN
ACCESS ROAD PLAN AND PROFILE SHEETS	
C03-01	PLAN AND PROFILE (STA. 0+00.00 TO STA. 6+00.00)
C03-02	PLAN AND PROFILE (STA. 6+00.00 TO STA. 7+19.23)
DETAILS	
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TXDOT STANDARD DETAILS

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PRECINCT No. 2
300 W. HALL ACRES, SUITE 6
PHARR, TX. 78577
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www.co.hidalgo.tx.us

COMMISSIONER
EDUARDO "EDDIE" CANTU
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENT
PROJECTS

HIDALGO COUNTY PCT. 2 EQUIPMENT AND MAINTENANCE FACILITY

INDEX SHEET

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

2/26/15

RAUL E. SESIN, P.E. No. 86374

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ABBREVIATIONS

A	ASPHALT
ADR	ASPHALT DRIVE
APV	ASPHALT PAVEMENT
AVE	AVENUE
BM	BENCHMARK
BOC	BACK OF CURB
CONC.	CONCRETE
CONST.	CONSTRUCT
CL	CENTER LINE
CDR	CONCRETE DRIVE
CPV	CONCRETE PAVEMENT
CA	CALICHE
CADR	CALICHE DRIVE
CARD	CALICHE ROAD
CFN	CHAIN LINK FENCE
CI	CURB INLET
CLV	CULVERT
CP	CONTROL POINT
CPV	CONCRETE PAVEMENT
CR	CENTER OF ROAD
CRB	CURB
CSM	CABLE SPOT MARKING
D	DIRT
DR	DRIVE
DDR	DIRT DRIVE
DT	DITCH
DTB	DITCH BOTTOM
DTBB	DITCH BOTTOM OF BERM
DTE	DITCH EDGE
DTFL	DITCH FLOW LINE
DTT	DITCH TOP
DTTB	DITCH TOP OF BERM
DTTOE	DITCH TOE
EXIST.	EXISTING
ESMT.	EASEMENT
EBX	ELECTRIC BOX
EOCA	EDGE OF CALICHE
EOP	EDGE OF PAVEMENT
EW	EDGE OF WATER
EWL	END WALL
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FM	FARM-TO-MARKET
FN	FENCE
FOC	FIBER OPTIC CABLE
FOCM	FIBER OPTIC CABLE MARKING
G	GRAVEL
GDR	GRAVEL DRIVE
GL	GAS LINE
GLMKR	GAS LINE MARKER
GLSM	GAS LINE SPOT MARKING
GM	GAS METER
GV	GAS VALVE
GW	GUY WIRE
HCDR	HIDALGO COUNTY DEED RECORDS
HCOR	HIDALGO COUNTY OFFICIAL RECORDS
HCMR	HIDALGO COUNTY MAP RECORDS
HCR	HANDICAP RAMP
HDW	HEADWALL
HWM	HIGH WATER MARK
IR	IRON ROD
IRS	IRON ROD SET
IGV	IRRIGATION GATE VALVE
IGW	IRRIGATION GATEWELL
ISP	IRRIGATION STAND PIPE
INV	INVERT
IV	IRRIGATION VENT
LT	LEFT
LOT	LOT CORNER
MB	MAIL BOX
MH	MANHOLE
MON	MONUMENT
N.T.S	NOT TO SCALE
NAIL	NAIL
NAWSC	NORTH ALAMO WATER SUPPLY CORPORATION
NG	NATURAL GROUND
OHE	OVERHEAD ELECTRIC LINE
PFL	PIPE FLOW LINE
PGL	PROPOSED GRADE LINE
PL	PROPERTY LINE
PP	POWER POLE
PROP	PROPOSED
PV	PAVEMENT
PVC	PVC PIPE
RT	RIGHT
RCP	REINFORCED CONCRETE PIPE
RIP	RIP-RAP
RD	ROAD
RM	REFERENCE MARKER
ROW	RIGHT-OF-WAY
RR	RAIL ROAD
RSD	ROAD SIDE DITCH
RW	RETAINING WALL
SBOT	SWALE BOTTOM
SDL	STORM DRAIN LINE
SEP	SEPTIC TANK COVER
SET	SAFETY-END TREATMENT
SP	SERVICE POLE
SPOL	SIGNAL POLE TRAFFIC
STOP	SWALE TOP
STA	STATION
SW	SIDEWALK
TELBX	TELEPHONE BOX
TBX	TRAFFIC CONTROL BOX
TMKR	TELEPHONE MARKER
TOA	TOP OF ASPHALT
TOC	TOP OF CURB
TOW	TOP OF WATER
TR	TREE
TRNS	TRANSFORMER
TSL	TRAFFIC SIGNAL LIGHT
TSM	TELEPHONE LINE SPOT MARKING
VA	VALVE
WB	WATER BIBB
WDFN	WOODEN FENCE
WFN	WIRE FENCE
WL	WATER LINE
WLSM	WATER LINE SPOT MARKING
WM	WATER METER
WP	WOODEN POST
WV	WATER VALVE
WWSM	WASTE WATER LINE SPOT MARKING
YD	YARD DRAIN

SYMBOLS

- Iron Pipe
- Iron Rod
- Tree
- Sign
- HL&P Tower
- Mhel (Manhole electric)
- Power pole
- Pptrn (Power Pole w/transformer)
- Guy (Down guy)
- Gas meter (Gm)
- Gv (Gas valve)
- Mhsn (Sanitary sewer manhole)
- Snco (Clean out)
- Culv (Culvert pipe)
- Grinl (Grate inlet)
- Mhst (Storm sewer manhole)
- Sgnstp (Stop sign)
- Trjb (Traffic junction box)
- Trlpl (Traffic light pole)
- Fh (Fire hydrant)
- Wm (Water meter)
- Wv (Water valve)
- Shrub
- Acap (Aluminum cap)
- Bdisk (Brass disk)
- Fnd IP (Iron Pipe found)
- Fnd IR (Iron Rod found)
- Nail
- Bm (Benchmark)
- Rowmkr (R.O.W. marker)
- Irr Box
- Irr standpipe
- Irr gate valve
- Grdpst (Guardrail post)
- Mailbox
- Stsgn (Street sign)
- Palm
- Catvbox (Cable Tv box)
- Ebox (Electrical box)
- Eltrn (Electrical transformer)
- Emkr (Electrical marker)
- Lp (Light Pole)
- Pplt (Power pole w/light)
- Pipe
- Gasreg (Gas regulator)
- Mhgs (Mahole Gas)
- Pipvnt (Pipe vent/stand pipe)
- Wvmkr (Water valve marker)
- Crbinl (Curb Inlet)
- Trlt (Traffic light)
- Trsgn (Traffic sign)
- Tsbox (Traffic signal box)
- Tsigpl (Traffic signal pole)
- Mhtel (Manhole telephone)
- Pbox (Telephone pedestal)
- Phmkr (Telephone marker)
- Tlbox (Telephone box)
- Tljnc (Telephone junction box)
- Tlpol (Telephone pole)
- Spkhd (Sprinkler head)
- Wtrwell (Water well)
- Water Bibb
- Cps (Cotton Picker Spindle)

LEGEND

- WATER PIPE
- SANITARY SEWER PIPE
- STORM DRAIN PIPE
- IRRIGATION PIPE
- TELEPHONE LINE
- FIBER OPTIC CABLE
- GAS LINE
- OVERHEAD ELECTRICAL LINE
- WOOD FENCE
- HOG-WIRE FENCE
- CHAINLINK FENCE
- RIGHT-OF-WAY LINE

NOTE:
THE (HORIZONTAL AND/OR VERTICAL LOCATION OF EXISTING UNDERGROUND UTILITIES AS ILLUSTRATED ON THESE PLANS IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION IN THE AREA OF SAID UTILITIES. CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION/EXCAVATING IN THE AREA OF EXISTING UTILITIES

UTILITY COMPANY:	CONTACT PERSON:	PHONE:
DIG-TESS		800-DIG-TESS
A.E.P.	Carmen Morales	956-283-2369
MAGIC VALLEY	Bryan Acosta	956-289-4040
TIME WARNER COMMUNICATION	Rick Pupek	956-412-5458
ATT SWBT	Lucy Salinas	956-630-8261
HIDALGO COUNTY DRAINAGE DISTRICT #1	Noe Saldivar	956-292-7080
MILITARY HIGHWAY WATER SUPPLY CORP	Alex Cano	956-565-2941
HIDALGO COUNTY IRRIGATION DISTRICT #2	Bert Wessling	956-787-1422
TEXAS GAS SERVICE	Mike Martinez	956-444-3926
SPECTA ENERGY (TEXAS EASTERN CORP.)	Freddy Pattalan	956-607-6255

QUANTITY ABBREVIATIONS

AC	ACRE
CF	CUBIC FEET
CY	CUBIC YARD(S)
EA	EACH
LF	LINEAR FEET
LS	LUMP SUM
SF	SQUARE FEET
SY	SQUARE YARD(S)

HIDALGO COUNTY
PRECINCT No. 2
300 W. HALL ACRES, SUITE G
PHARR, TX 78577 FAX: (956) 787-4683
TEL: (956) 787-1981
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COMMISSIONER
EDUARDO "EDDIE" CANTU
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENT
PROJECTS

HIDALGO COUNTY PCT. 2 EQUIPMENT AND MAINTENANCE FACILITY

SYMBOLS, LEGENDS & ABBREVIATIONS

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

RAUL E. SESIN- P.E. No. 86374

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CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
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GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY PRECINCT No. 2 AND HIDALGO COUNTY IRRIGATION DISTRICT No. 2.
2. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. BERT WESSLING WITH HIDALGO COUNTY IRRIGATION DISTRICT No. 2 (H.C.I.D. No. 2) @ (956) 787–1422, 48 HOURS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1–800–DIG–TESS).
4. THE CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING ANY EXCAVATION.
5. LOCATIONS OF UNDERGROUND FACILITIES ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE OWNER OR ENGINEER, WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. ANY DEVIATIONS SHALL BE CALLED TO THE ENGINEER'S ATTENTION IMMEDIATELY.
6. UTILITY LINES (WATER, ELECTRICAL, SANITARY AND STORM SEWER) ARE LOCATED WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL NOTIFY MR. ARMANDO POMPA WITH HIDALGO COUNTY PRECINCT No. 2 @ (956) 787–1981 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR SAID UTILITY SPOTTING.
7. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
8. NO OPEN EXCAVATION SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT SHALL BE COVERED. AS A MINIMUM, WITH STEEL PLATING WHEN IN PAVED AND UNPAVED AREAS SUBJECT TO VEHICULAR LOADING; ¾ PLYWOOD, WOOD PLANKING WITH O.S.H.A. ORANGE PLASTIC EXPANDED MESH BARRIER AROUND PERIMETER IN UNPAVED AREAS NOT SUBJECT TO VEHICULAR LOADING, OR AS APPROVED BY THE ENGINEER.
9. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING UTILITY AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.
10. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UTILITIES ARE SHOWN, CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.
11. PUBLIC AND PRIVATE UTILITY LINES AND CUSTOMER SERVICE LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, MAINTAIN AND PROTECT THE INTEGRITY OF THESE LINES. HAND EXCAVATION MAY BE REQUIRED. THE CONTRACTOR SHALL RESTORE RELOCATED OR DIVERTED UTILITY TO ITS ORIGINAL CONDITION AND LOCATION WHEN APPLICABLE UPON COMPLETION OF CONSTRUCTION. SAID RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
12. THE CONTRACTOR TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHTS–OF–WAY OF THE CITY, COUNTY, OR STATE.
13. WHERE NEW WATER LINES AND SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E., WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES, OR WATER LINES NEXT TO MANHOLES) THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30 TAC 317 (DESIGN OF SEWAGE SYSTEMS) OR 30 TAC 290 (WATER HYGIENE).
14. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS TO ALL HOMES AND BUSINESSES IN WORKING ORDER AT ALL TIMES, EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE FOR CONNECTIONS TO BE REINSTALLED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT. CONTRACTOR IS RESPONSIBLE FOR DAMAGES TO SAID SERVICES.
15. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY SURFACE IRREGULARITIES, AS DIRECTED BY THE ENGINEER, CAUSED BY THE CONTRACTOR'S WORKING OPERATIONS.
16. PAVEMENT SURFACE PREPARATION FOR MARKINGS AND MARKERS WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE OF PROPOSED FACILITIES AT ALL TIMES DURING CONSTRUCTION.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING THE PARKING AREA TO HAVE POSITIVE FLOW TO THE DRAINAGE SYSTEM.
19. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES, DRAINAGE, UTILITY, IRRIGATION, SITE AND ROAD IMPROVEMENTS. DEWATERING OF THE TRENCH MAY BE REQUIRED DURING THE INSTALLATION OF THE DRAINAGE, UTILITY AND IRRIGATION FACILITIES/STRUCTURES. SAID DEWATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
20. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.
21. THE CONTRACTOR SHALL INSURE A 6 IN. MINIMUM COVER FOR CULVERTS.
22. THE COUNTY WILL PROVIDE CONTROL POINTS (BENCHMARK AND PROPERTY CORNERS) FOR THE WORK TO BE PERFORMED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING, INCLUDING BUT NOT LIMITED TO HORIZONTAL & VERTICAL GRADE CUTS FOR BASE AND SUB GRADE FOR THE ROAD SECTION SHALL HAVE A MINIMUM CROSS SLOPE OF 3%. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EXCESS CALICHE TO THE BASE THAT WOULD REQUIRE MORE THAN 8" AND 10" OF CALICHE BASE DUE TO OVER EXAGGERATIONS OF THE BASE AND SUB–GRADE OR NOT PROVIDING ADEQUATE FILL TO MEET FINISH GRADE ELEVATIONS. CONTRACTOR SHALL PROVIDE MATERIAL AND LABOR FOR ALL CONCRETE WORK, (SIDE WALK, VALLEY GUTTER, CONCRETE SPILLWAYS, CONCRETE APRONS, AND CURB AND GUTTER).
23. ALL DEBRIS, VEGETATION AND SURPLUS MATERIAL, EXCEPT ROADWAY SECTION, RESULTING FROM DEMOLITION AND/OR CLEARING OF THE RIGHT–OF–WAY AND PROJECT LOCATION, IN PREPARATION OF PROPOSED IMPROVEMENTS, SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO HIDALGO COUNTY PRECINCT No 2. THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE HIDALGO COUNTY PRECINCT No 2. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND CONTRACTOR SHALL REMOVE THE MATERIAL AT OWN COST.
24. THE CONTRACTOR SHALL COORDINATE AN ONSITE MEETING BETWEEN ALL PARTIES INVOLVED, PRIOR TO COMMENCING ANY STRIPING OPERATION. SAID MEETING WILL BE REQUIRED TO REVIEW STRIPING DETAILS AND ANY REQUIREMENTS TO ENSURE QUALITY WORK.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LIMITS OF WORK DEFINED IN THE PLANS. COORDINATION WITH HIDALGO COUNTY PRECINCT No. 2 AND THE BUILDING CONTRACTOR SHALL BE REQUIRED PRIOR TO FINALIZING THE WORK AREA WITHIN THE PROJECT LIMITS.
26. HOT MIX ASPHALT CONCRETE (HMAC), UNTREATED CALICHE BASE (NEW CALICHE MATERIAL), LIME TREATED CALICHE BASE, LIME TREATED SUB–GRADE, ETC. SHALL MEET ALL REQUIREMENTS LISTED IN THE GEOTECHNICAL ENGINEERING REPORT (G.E.R.) PROVIDED.
27. THE LIGHT DUTY AND HEAVY DUTY PARKING AREAS HAVE EXISTING CALICHE MATERIAL THAT SHALL BE EXCAVATED AND STOCKPILED ON THE PROPERTY, SEPARATE FROM THE EXISTING SUB–GRADE, IN ORDER FOR THE SUB–GRADE TO BE PREPARED. AFTER THE SUB–GRADE IS STABILIZED, COMPACTED AND GRADED, THE CALICHE BASE WILL BE REPLACED, STABILIZED COMPACTED AND GRADED. STABILIZATION AND COMPACTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS NOTED IN THE G.E.R. THE SUB–GRADE AND CALICHE BASE MAY NEED TO BE REDISTRIBUTED AND GRADED TO ACHIEVE THE MINIMUM BASE THICKNESS, AS PER THE DETAIL AND G.E.R. REDISTRIBUTION, GRADING AND COMPACTING SHALL BE CONSIDERED SUBSIDIARY TO THE UNIT BID PRICES FOR THE PROCESS, PREPARATION AND STABILIZATION OF THE BASE AND SUB–GRADE.

HIDALGO COUNTY
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COMMISSIONER
EDUARDO "EDDIE" CANTU
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENT
PROJECTS

HIDALGO COUNTY PCT. 2 EQUIPMENT AND MAINTENANCE FACILITY

GERERAL NOTES

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

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2/26/15

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TOPO BY:	EDGAR I.
SHEET:	G01–04

Drawings: L:\PCT. 2\...\ PROJ\M & R\Concrete Parking Lot\GENERAL NOTES on site.dwg
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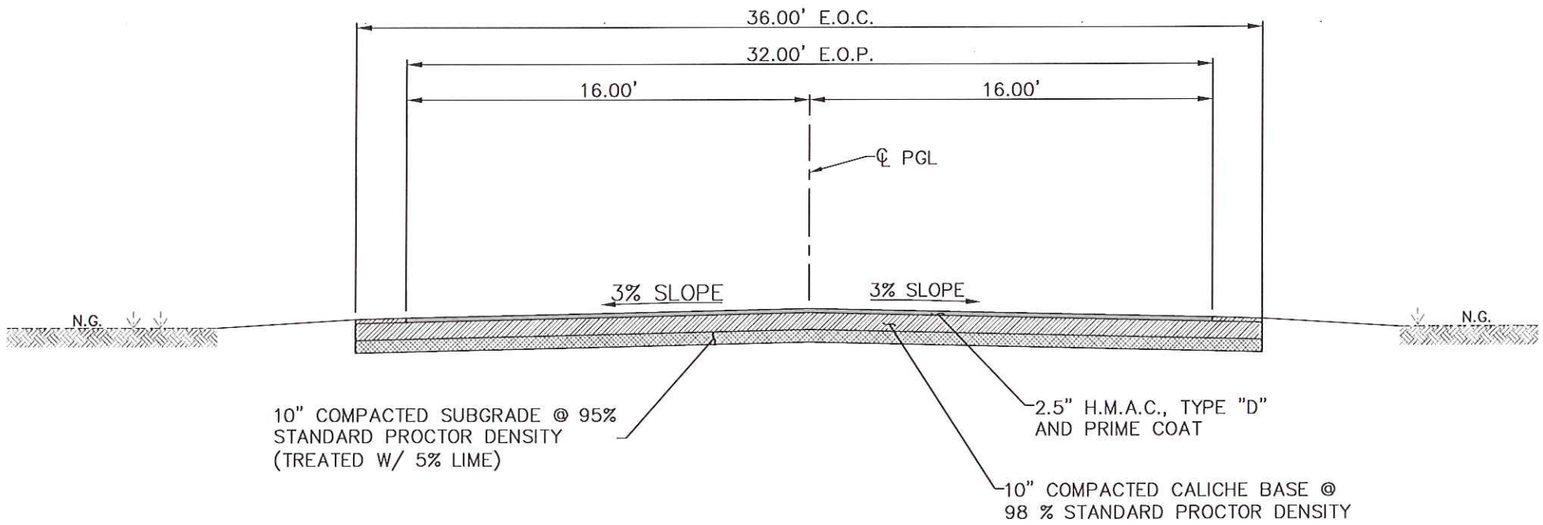

PROPOSED ACCESS ROAD
CROSS SECTION
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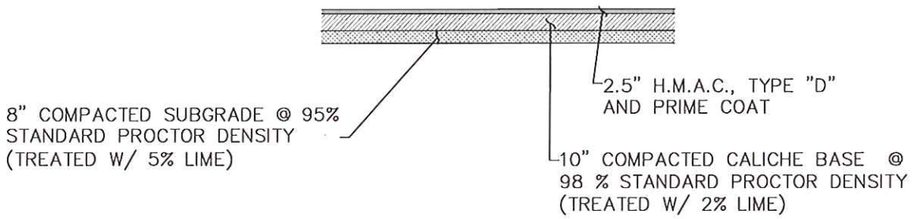
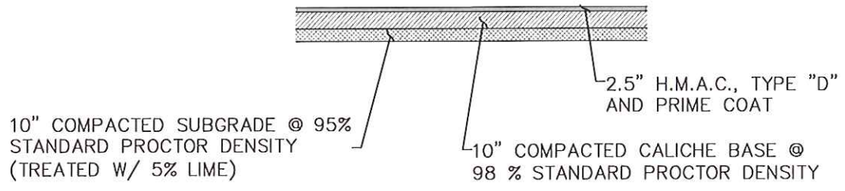


HEAVY DUTY SECTION



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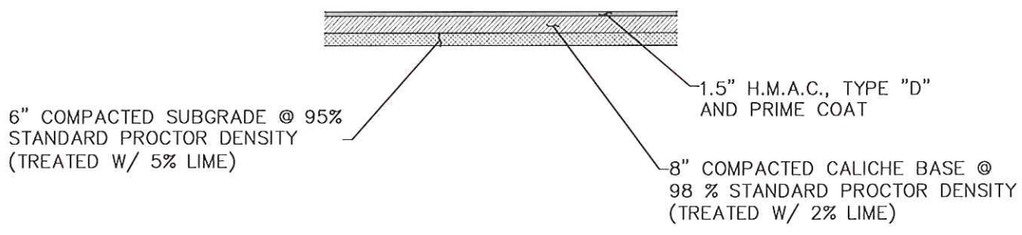

LIGHT DUTY SECTION

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COMMISSIONER
EDUARDO "EDDIE" CANTU
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENT
PROJECTS

HIDALGO COUNTY PCT. 2 EQUIPMENT AND MAINTENANCE FACILITY

ACCESS ROAD &
PARKING AREA SECTIONS

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER
2/26/15

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DRAWN BY:
CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: C01-01

Drawing: I:\PCT 2\1 - PROJECTS\Concrete Paving\Latest Cross Section.dwg
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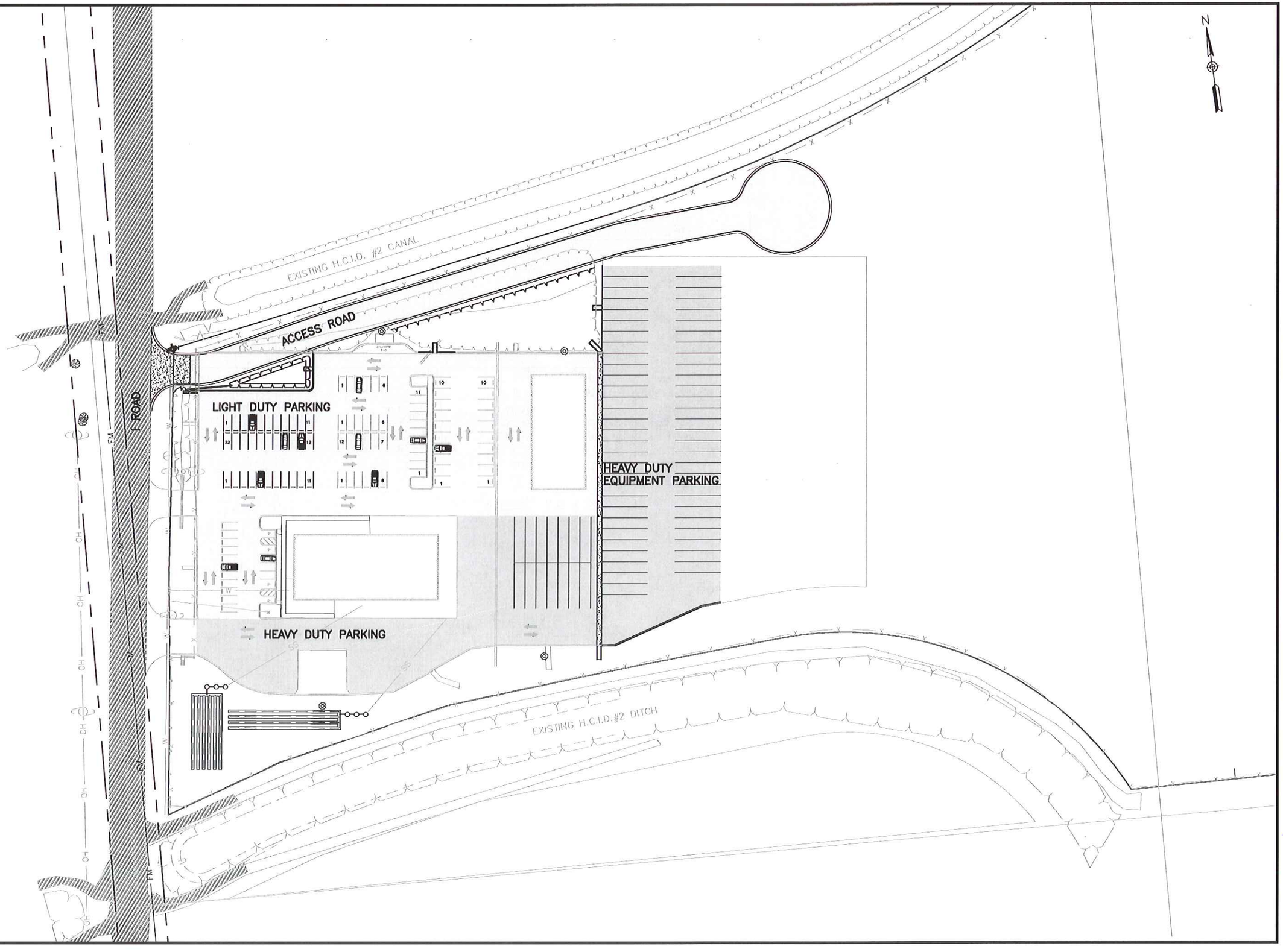

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IMPROVEMENT PROJECTS

HIDALGO COUNTY PCT. 2 EQUIPMENT AND MAINTENANCE FACILITY

OVERALL LAYOUT

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED PROFESSIONAL ENGINEER

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2/27/15

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TOPO BY:	EDGAR I.
SHEET:	C02-01

Drawing: I:\PCT. 2\J n PEGNA RD\Concrete Parking Lot\SITE PLAN.dwg
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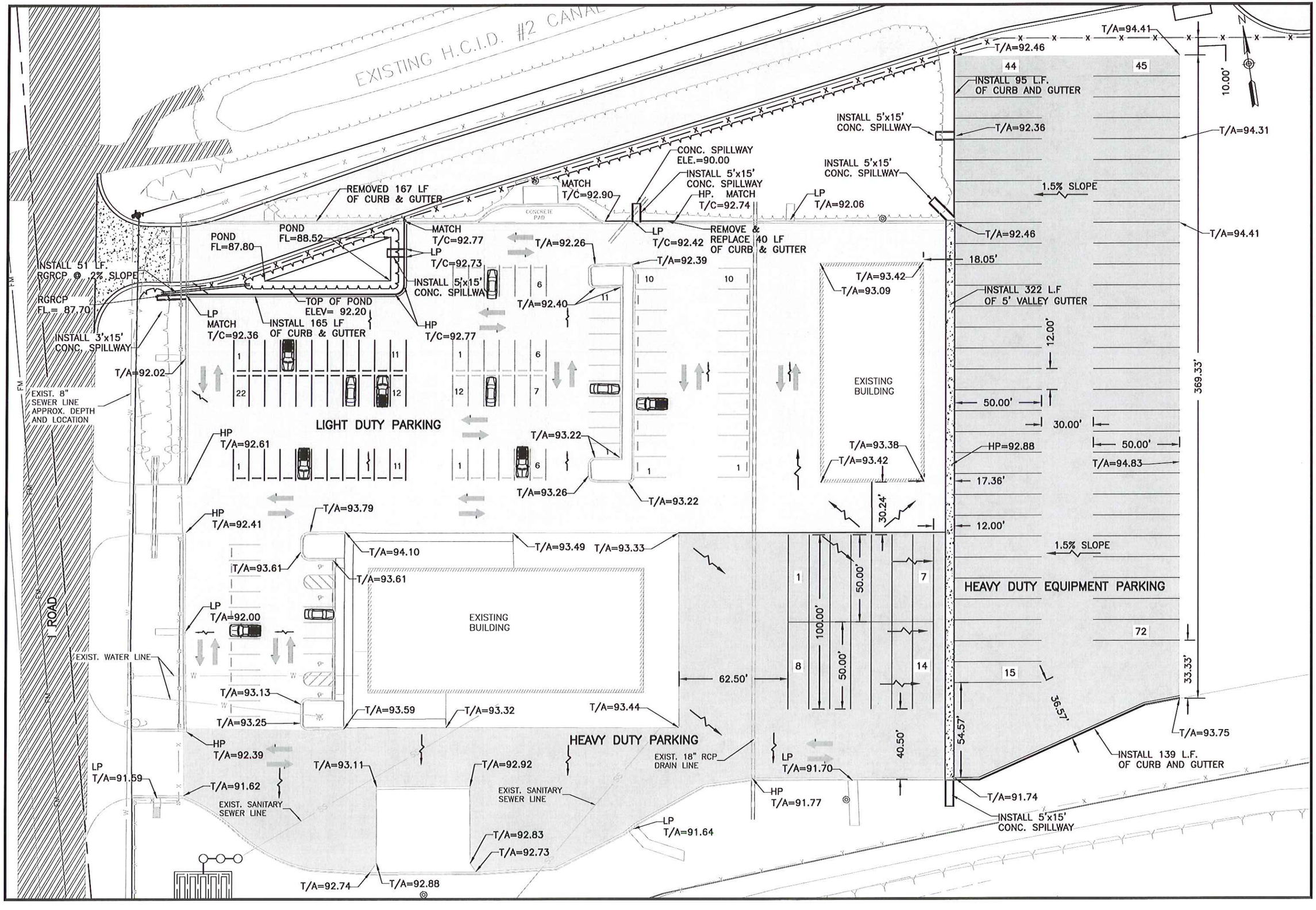

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HIDALGO COUNTY PCT. 2 EQUIPMENT AND MAINTENANCE FACILITY

SITE PLAN

STATE OF TEXAS
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TOPO BY: EDGAR I.
SHEET: C02-02

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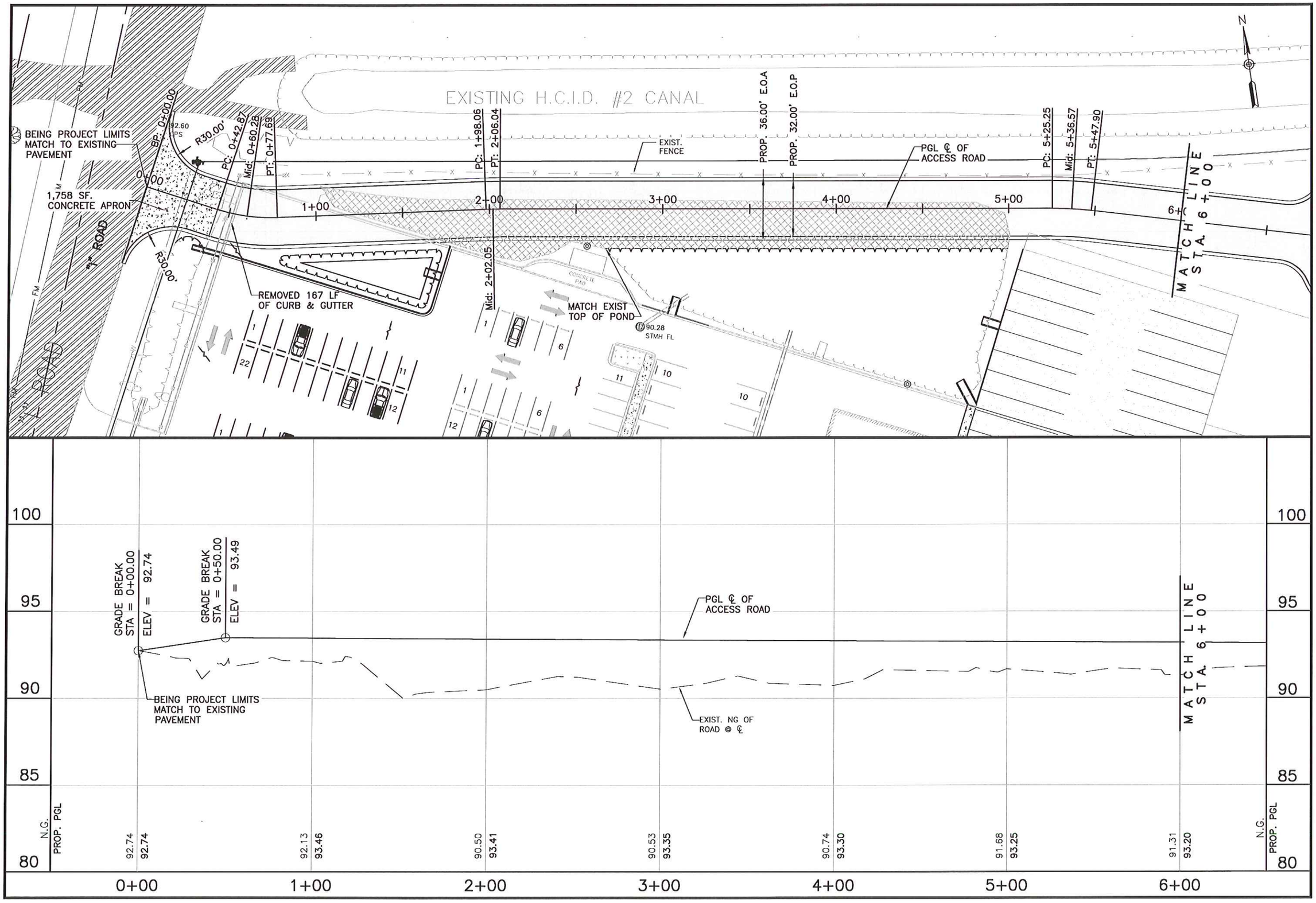

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HIDALGO COUNTY PCT. 2 EQUIPMENT AND MAINTENANCE FACILITY

ACCESS ROAD
PLAN AND PROFILE
STA. 0+00 - STA. 6+00

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED PROFESSIONAL ENGINEER
2/27/15

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SHEET: C03-01

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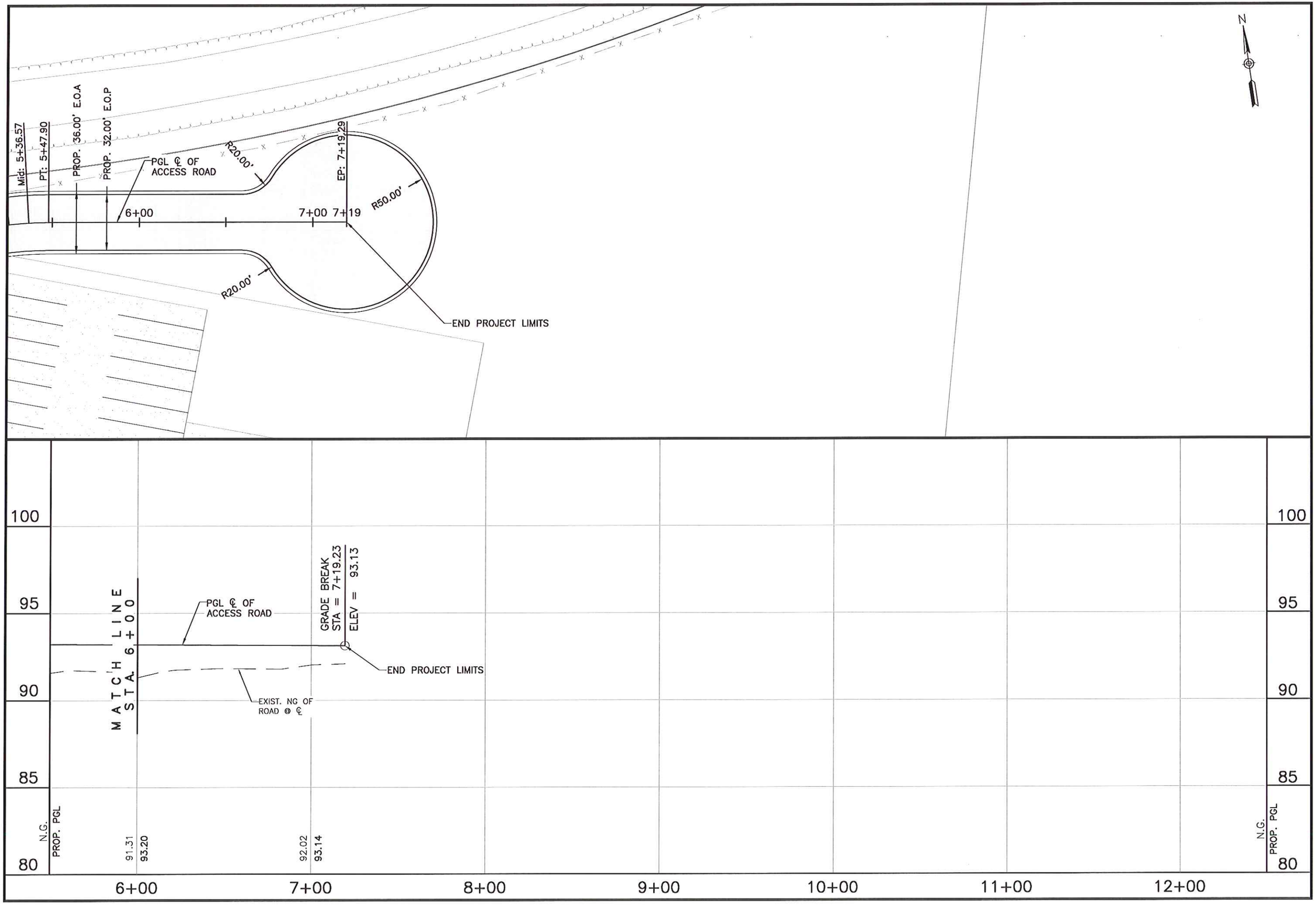

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ACCESS ROAD
PLAN AND PROFILE
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STATE OF TEXAS
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9/29/15

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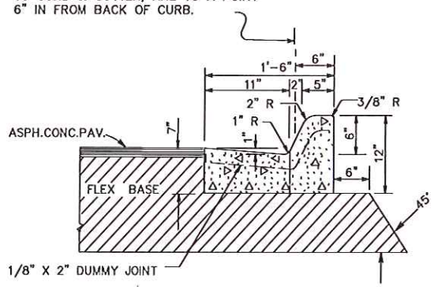
SHEET: C03-02

Drawing: I:\PCT 2\1 n. PECINA RD\Concrete Parking Lot\PMP 6+00- 12+00.dwg
Layout Tab: Layout1 Date: 02/26/2015 Time: 04:05:24 PM

ALL HORIZONTAL DIMENSIONS AND RADII SHOWN ON PLANS, RELATING TO CURB & GUTTER, ARE TO A POINT 6" IN FROM BACK OF CURB.

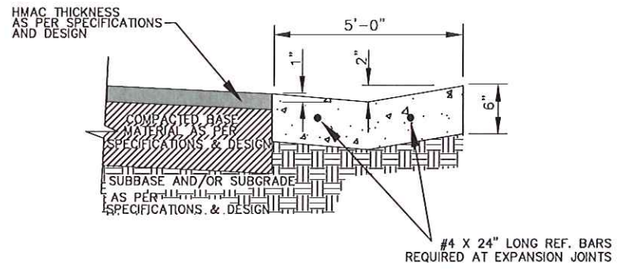


CONC. CURB & GUTTER TY "A" (BARRIER)

N.T.S.

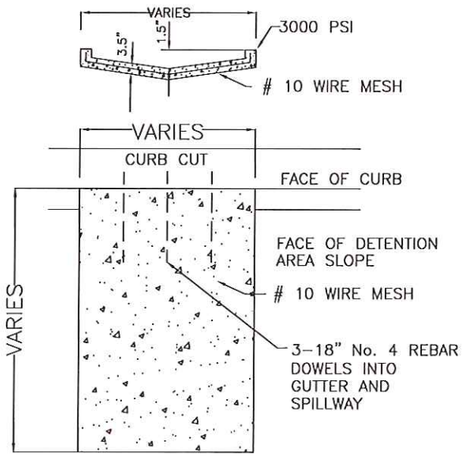
NOTE:
EXPANSION JOINTS

1/2" PREMOLDED EXPANSION JOINT MATERIAL SHALL BE INSTALLED WHERE CONC. CURB & GUTTER ABUTS CONC. CURB, OR WHERE CONC. CURB & GUTTER OR CONC. CURB ABUT INLETS, BRIDGE WINGWALLS, BRIDGE ABUTMENTS AND/OR ANY OTHER LOCATIONS SPECIFIED BY THE ENGINEER. MAX. SPACING = 105'



1. ALL HONEYCOMBING SHALL BE GROUTED TO PROVIDE A UNIFORM SURFACE.
2. WHEN HONEYCOMBING IS EXCESSIVE AS DETERMINED BY THE COUNTY OF HIDALGO DESIGNATED REPRESENTATIVE, CURB AND GUTTER SHALL BE REPLACED.
3. BACKFILL BEHIND CURBS SHALL BE ACCOMPLISHED WITHIN 24 HOURS AFTER BACK FORM IS REMOVED OR 48 HOURS AFTER SLIP FORMING.
4. CURB AND GUTTER CONCRETE SHALL BE CLASS "A" (3000 PSI).
5. REINFORCING STEEL AS SHOWN.
6. MAX. LENGTH OF CURB AND GUTTER SECTION IS 80' BETWEEN 3/4" EXPANSION JOINT.

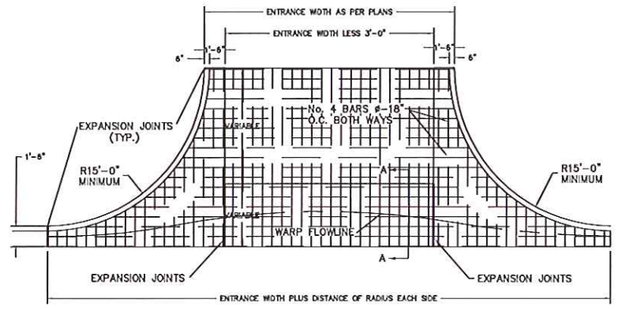
TYPICAL VALLEY GUTTER SECTION



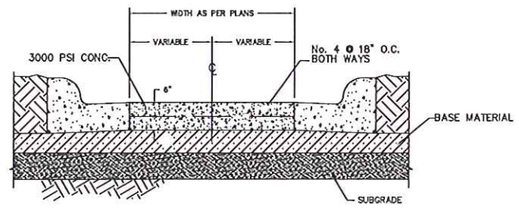
CONCRETE SPILLWAY

NOT TO SCALE

TYPICAL CONCRETE APRON



PLAN



TYPICAL CONCRETE APRON
SECTION A-A

HIDALGO COUNTY PRECINCT No. 2
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COMMISSIONER
EDUARDO "EDDIE" CANTU
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENT PROJECTS

HIDALGO COUNTY PCT. 2 EQUIPMENT AND MAINTENANCE FACILITY

DRAINAGE DETAILS

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED PROFESSIONAL ENGINEER

2/27/15

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RAUL E. SESIN, P.E. No. 86374

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CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: C04-01

Drawing: J:\PCT 2\J. n PECINA RD\Concrete Parking Lot\detail sheets.dwg)
Layout Tab: Layout3 Date: 02/26/2015 Time: 05:11:54 PM

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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP)is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets", the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-13

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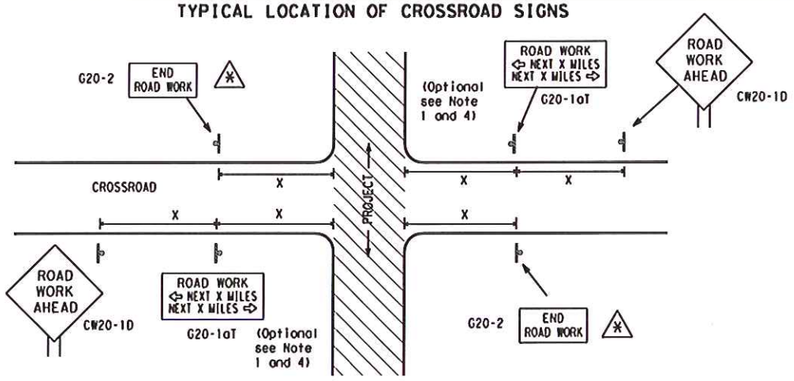
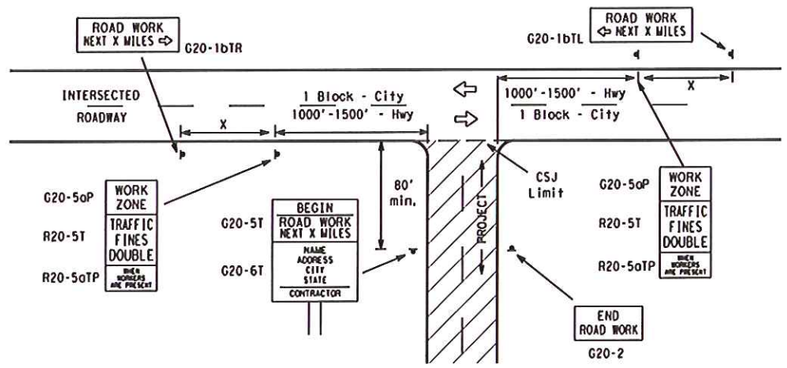
TYPICAL LOCATION OF CROSSROAD SIGNS



⚠ May be mounted on back of "ROAD WORK AHEAD" (CW20-1D) sign with approval of engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D) sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK" (G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES" (G20-1aT) sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME" (G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow (G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING [1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4], CW21, CW22, CW23, CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign Spacing "X" Δ
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
*	*[3]

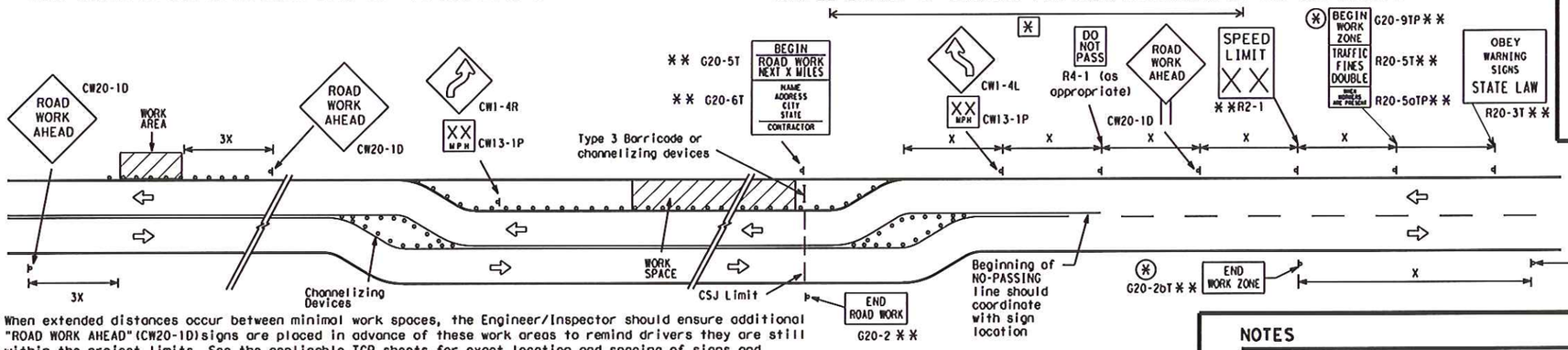
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

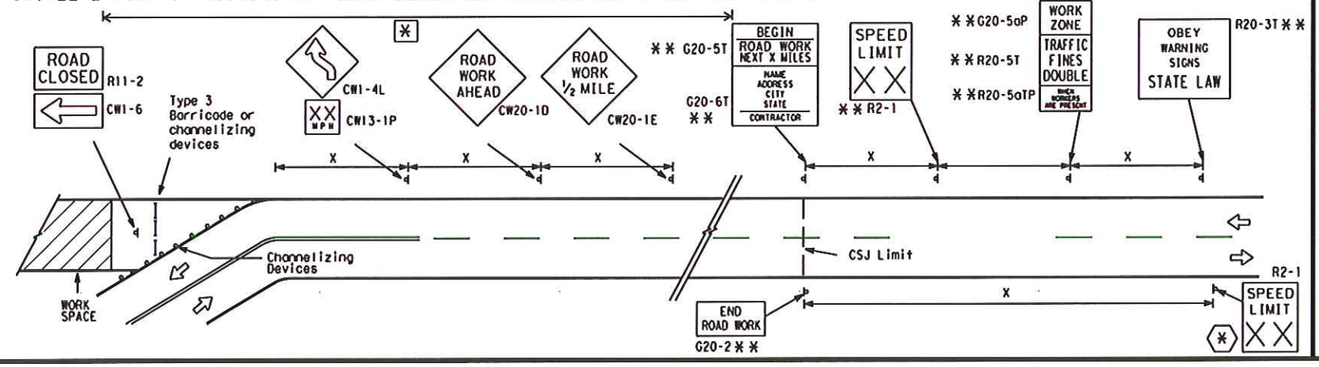
1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D) signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS

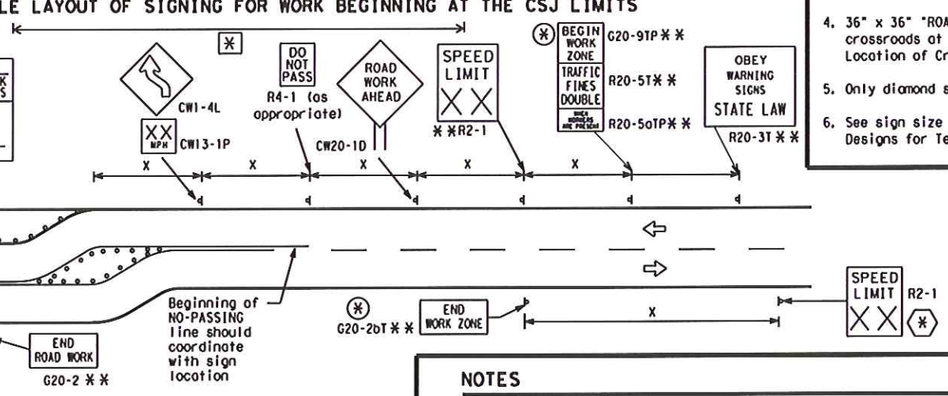


When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD" (CW20-1D) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES" (G20-5T) sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

(*) The "BEGIN WORK ZONE" (G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

** Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

[*] Area for placement of "ROAD WORK AHEAD" (CW20-1D) sign and other signs or devices as called for on the Traffic Control Plan.

(*) Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND

⊢⊣	Type 3 Barricade
○○○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-13

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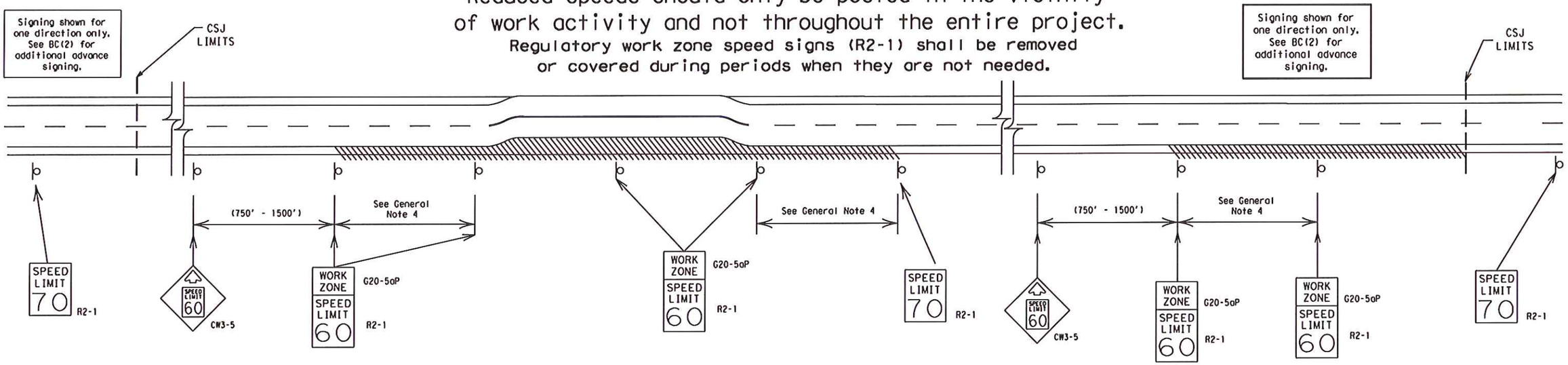
TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.
Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the"ADVANCE SPEED LIMIT"(CW3-5)sign, "WORK ZONE"(G20-5aP) plaque and the "SPEED LIMIT"(R2-1)signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

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BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

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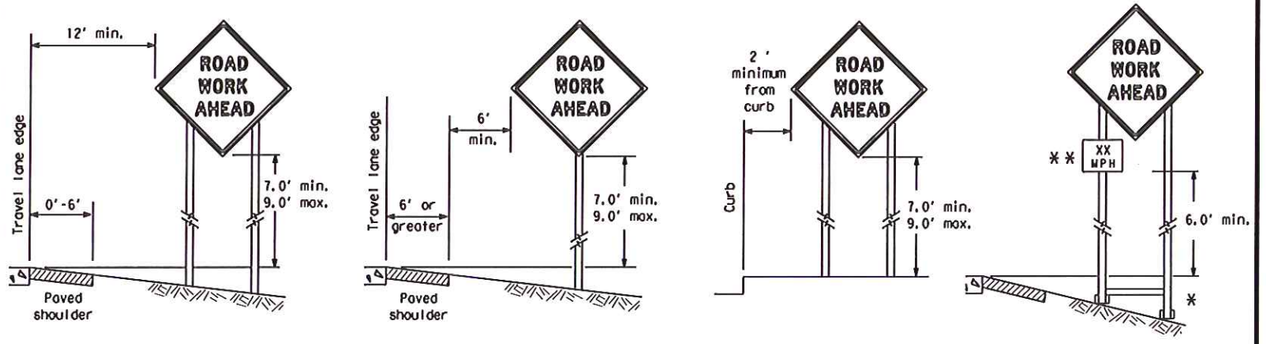
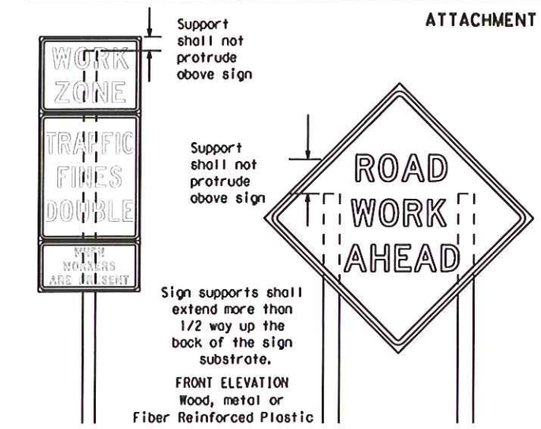
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



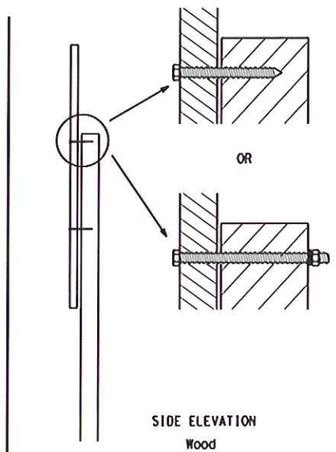
* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

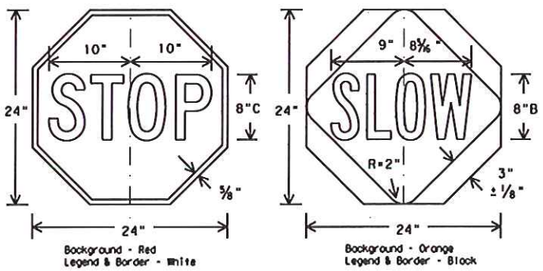


Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-13

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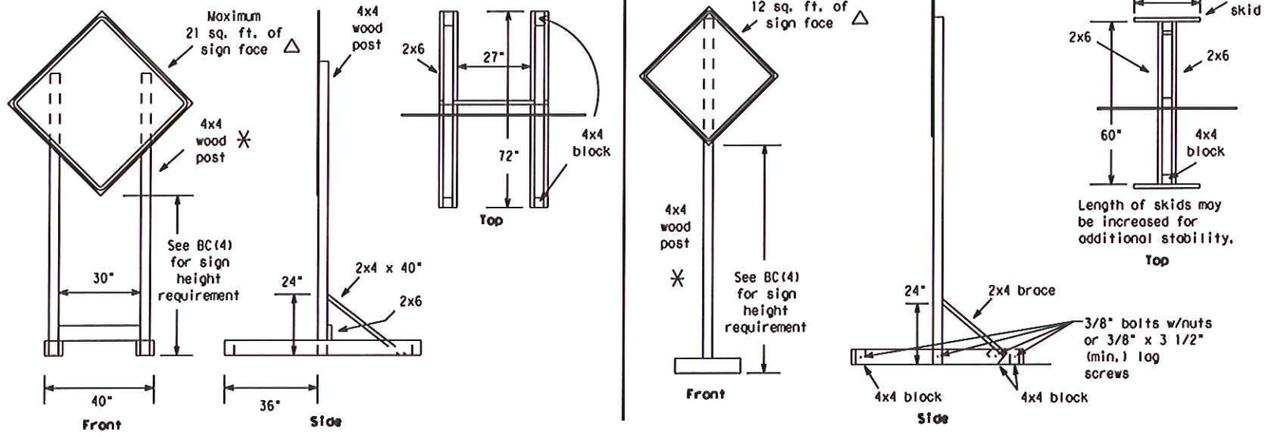
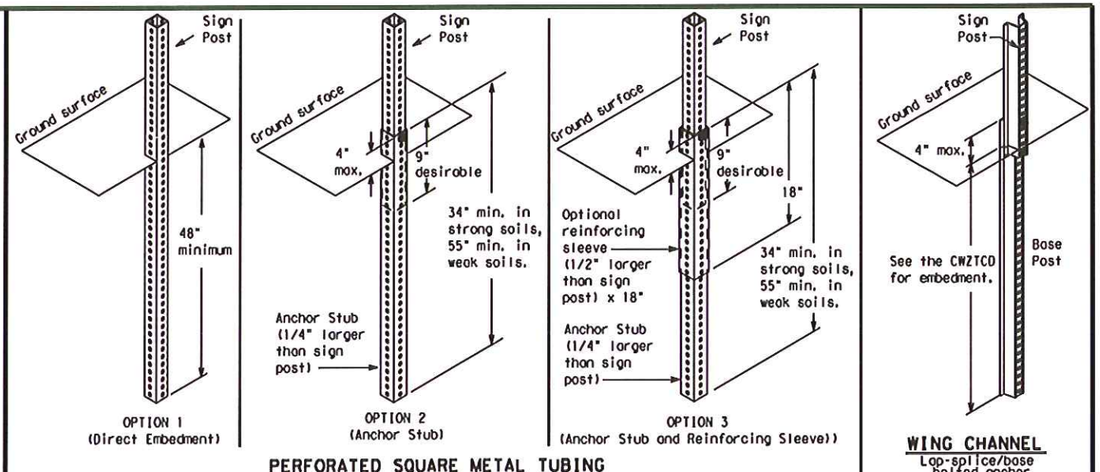


SKID MOUNTED WOOD SIGN SUPPORTS

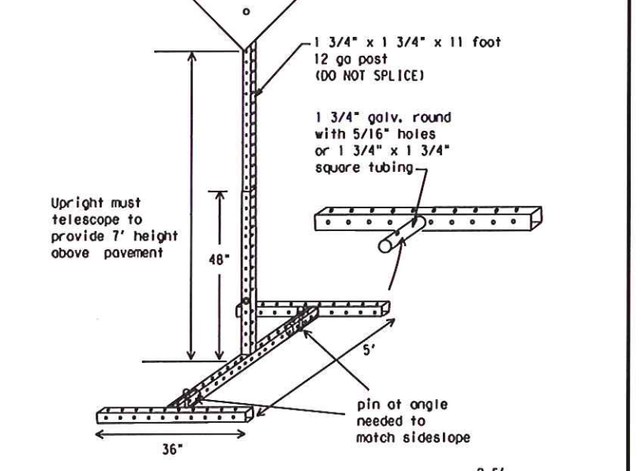
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

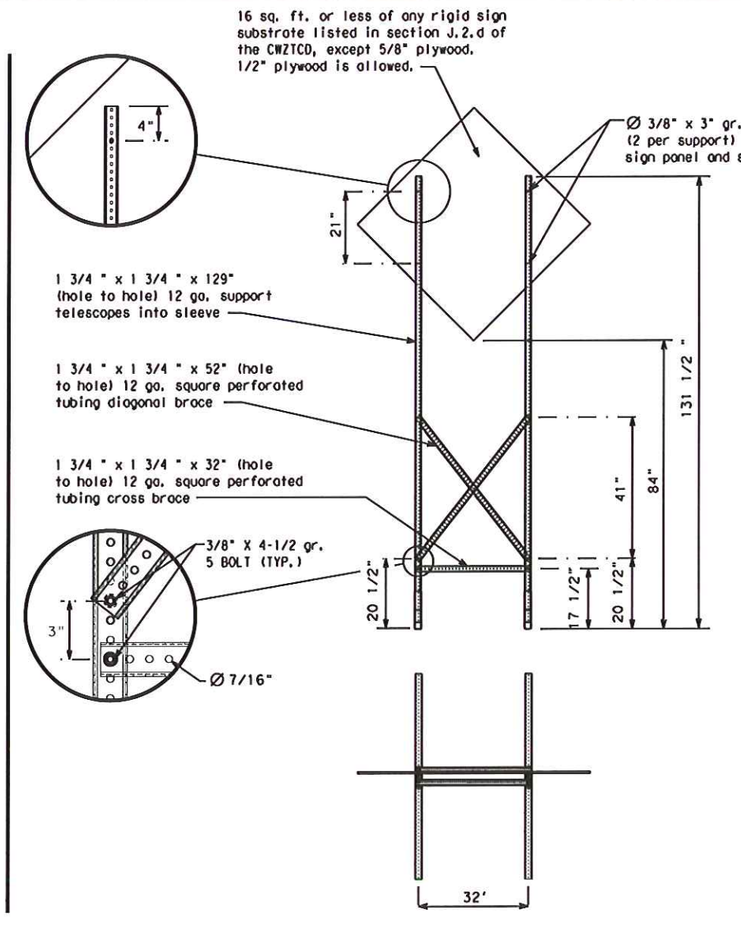


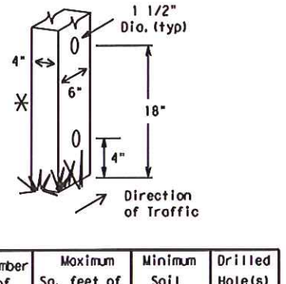
PERFORATED SQUARE METAL TUBING

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.

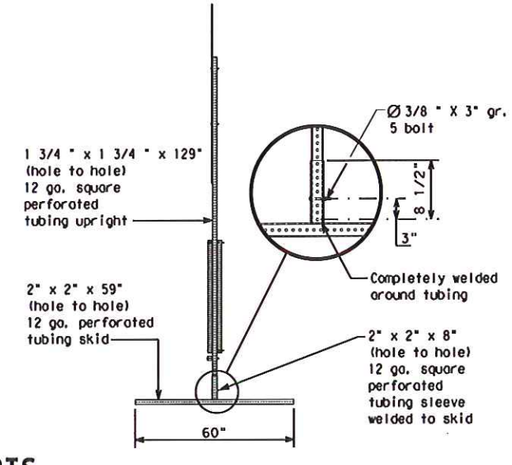






Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✳ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

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Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-13

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation = IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- ROAD CLOSED AT SH XXX
- ROAD CLSD AT FM XXXX
- RIGHT X LANES CLOSED
- CENTER LANE CLOSED
- NIGHT LANE CLOSURES
- VARIOUS LANES CLOSED
- EXIT CLOSED
- MALL DRIVEWAY CLOSED
- XXXXXXXX BLVD CLOSED
- FRONTAGE ROAD CLOSED
- SHOULDER CLOSED XXX FT
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES OPEN
- DAYTIME LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- EXIT XXX CLOSED X MILE
- RIGHT LN TO BE CLOSED
- X LANES CLOSED TUE - FRI

Other Condition List

- ROADWORK XXX FT
- FLAGGER XXXX FT
- RIGHT LN NARROWS XXXX FT
- MERGING TRAFFIC XXXX FT
- LOOSE GRAVEL XXXX FT
- DETOUR X MILE
- ROADWORK PAST SH XXXX
- BUMP XXXX FT
- TRAFFIC SIGNAL XXXX FT
- ROAD REPAIRS XXXX FT
- LANE NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- CONST TRAFFIC XXX FT
- UNEVEN LANES XXXX FT
- ROUGH ROAD XXXX FT
- ROADWORK NEXT FRI-SUN
- US XXX EXIT X MILES
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- DETOUR NEXT X EXITS
- USE EXIT XXX
- STAY ON US XXX SOUTH
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- EXPECT DELAYS
- REDUCE SPEED XXX FT
- USE OTHER ROUTES
- STAY IN LANE *
- FORM X LINES RIGHT
- USE XXXXX RD EXIT
- USE EXIT I-XX NORTH
- USE I-XX E TO I-XX N
- WATCH FOR TRUCKS
- EXPECT DELAYS
- PREPARE TO STOP
- END SHOULDER USE
- WATCH FOR WORKERS

* STAY IN LANE

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol" (CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-13

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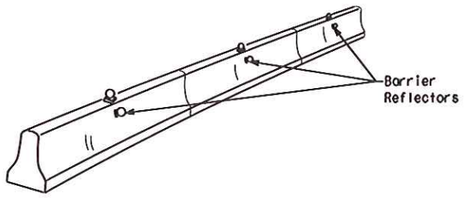
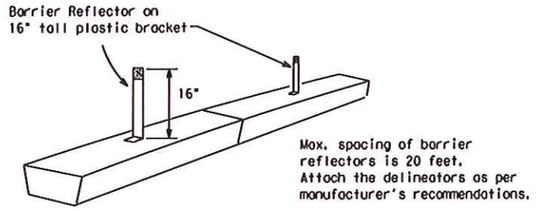
1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

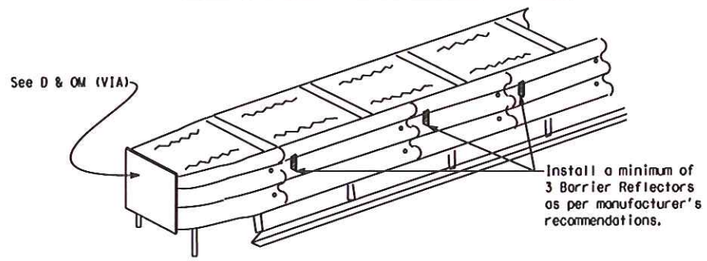


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

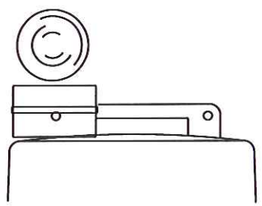


DELINEATION OF END TREATMENTS

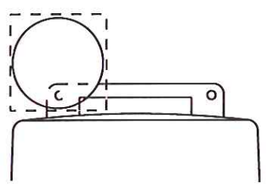
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

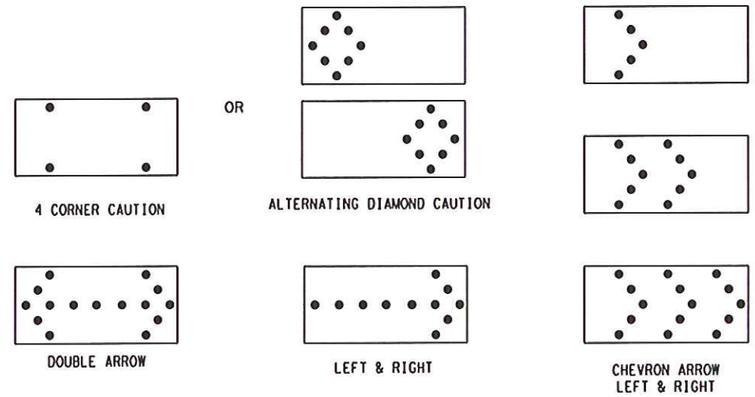
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

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Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-13

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

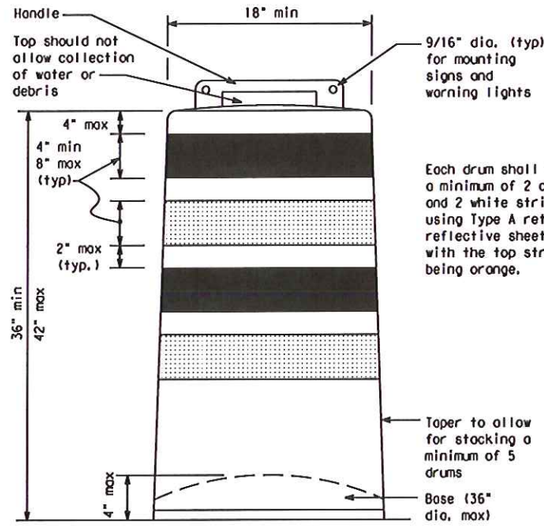
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

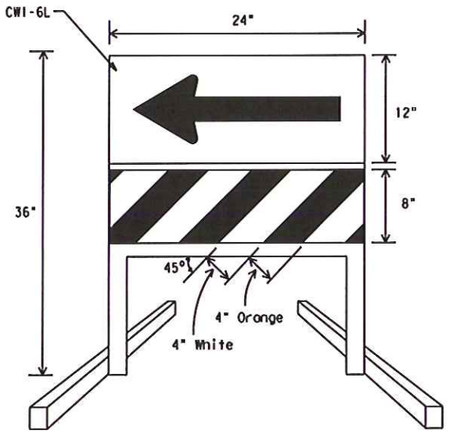
RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

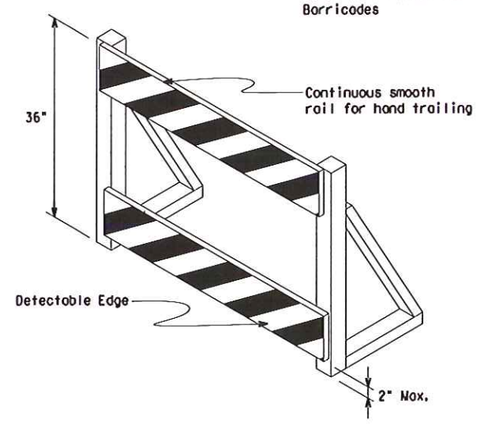
1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.





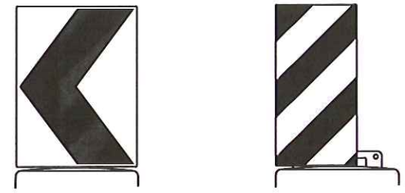
DIRECTION INDICATOR BARRICADE

1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CWI-6) sign in the size shown with a black arrow on a background of Type B_{FL} or Type C_{FL} Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.



DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS				
4-03 7-13	DIST	COUNTY		SHEET NO.
9-07				

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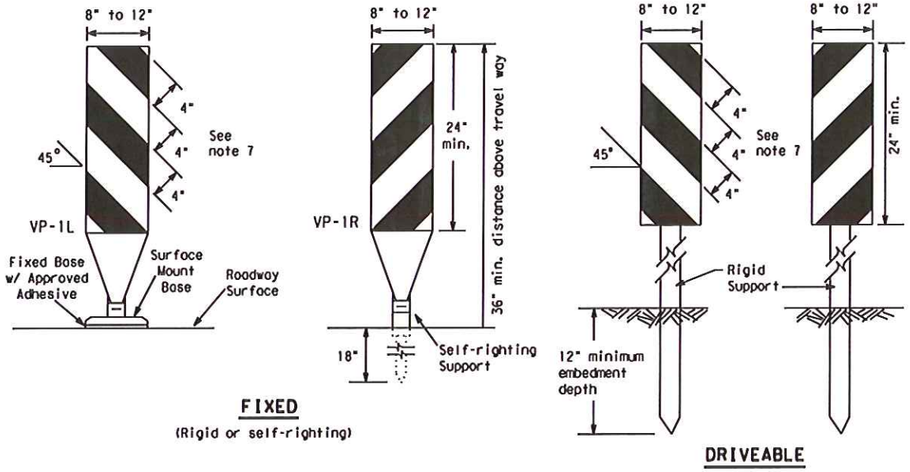
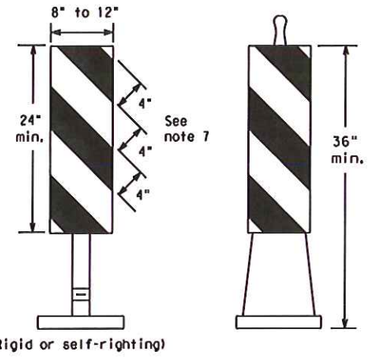


FIXED
(Rigid or self-righting)

DRIVEABLE

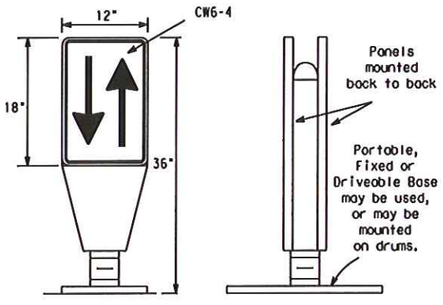


(Rigid or self-righting)

PORTABLE

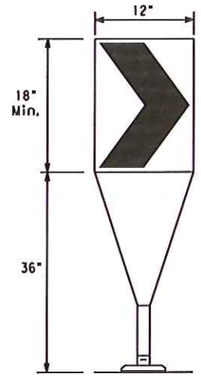
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



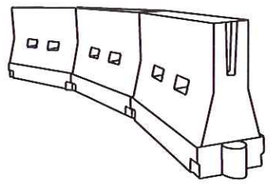
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L=WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS 9-07 7-13	DIST	COUNTY		SHEET NO.

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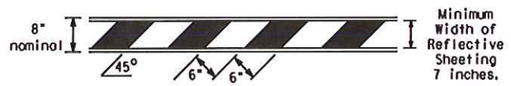
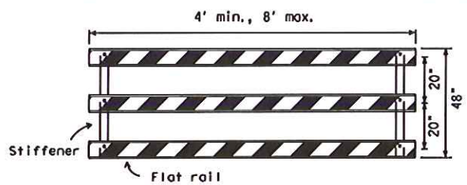
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



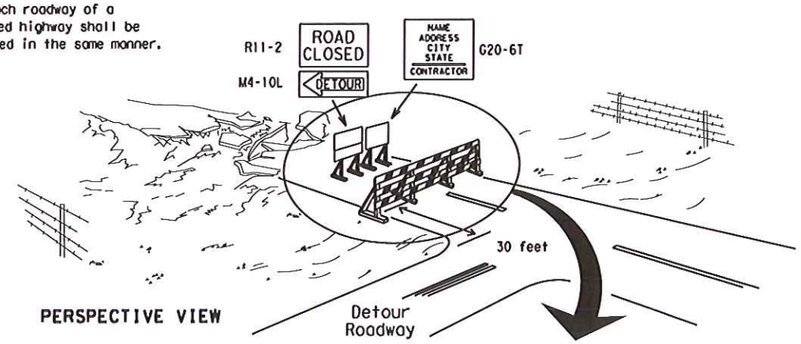
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

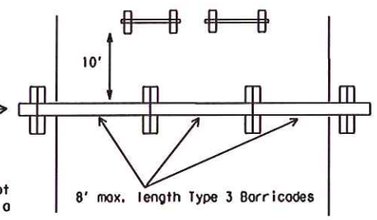
Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.

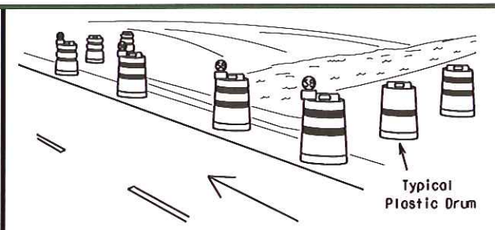
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

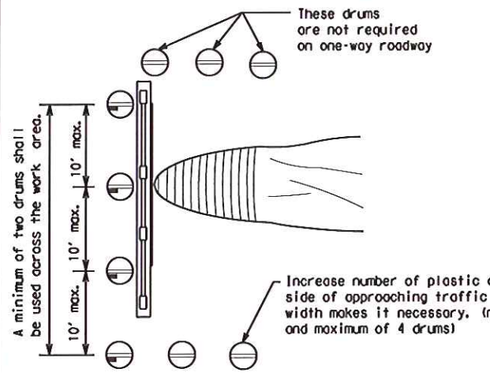
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

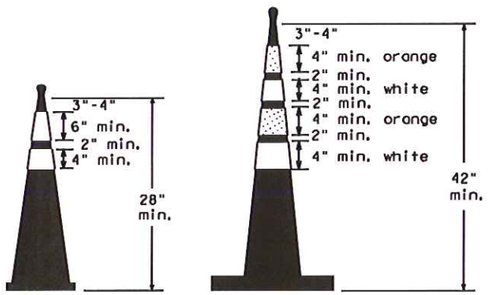
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

PLAN VIEW

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

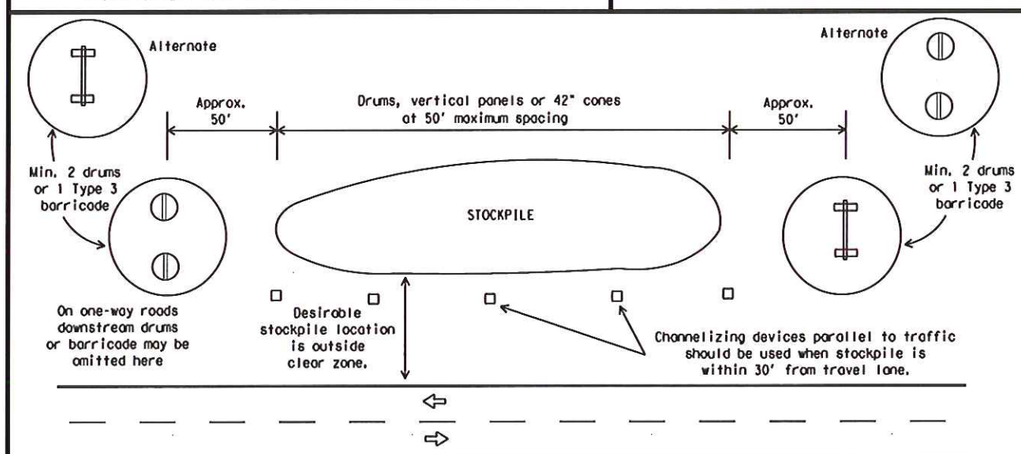


Two-Piece cones | One-Piece cones | Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

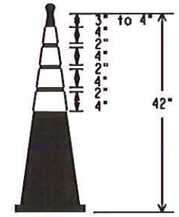
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-13

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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

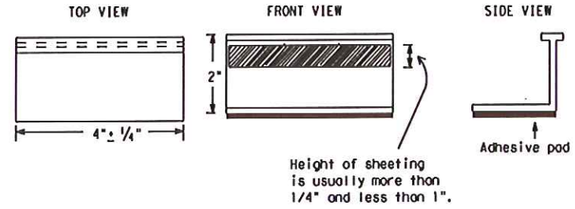
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-13

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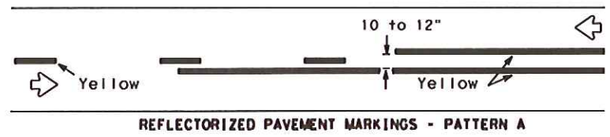
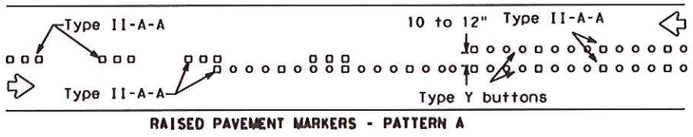
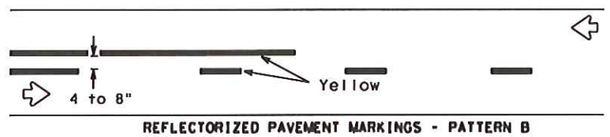
PAVEMENT MARKING PATTERNS



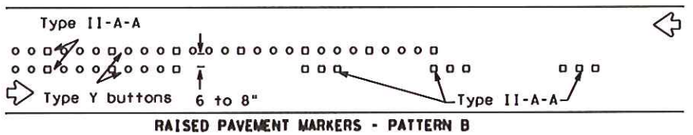
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



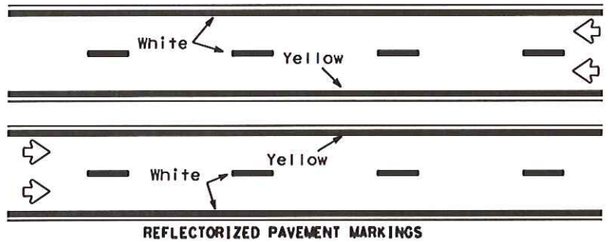
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



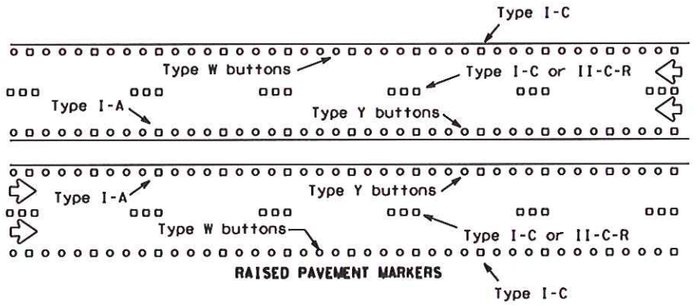
RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer.
Prefabricated markings may be substituted for reflectorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



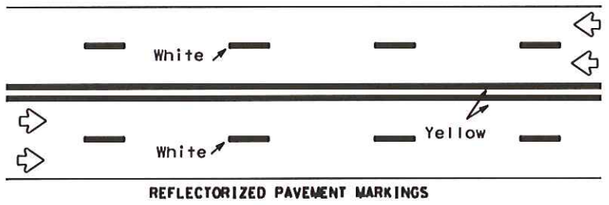
REFLECTORIZED PAVEMENT MARKINGS



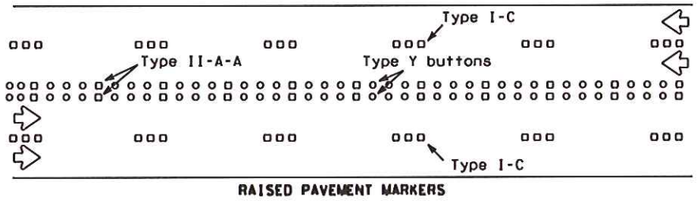
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



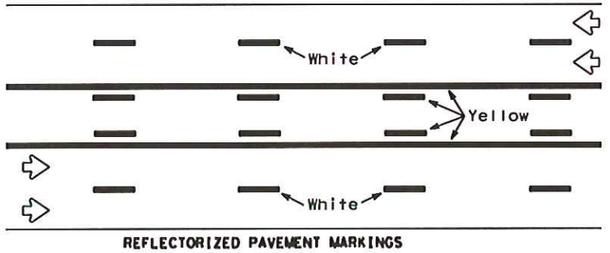
REFLECTORIZED PAVEMENT MARKINGS



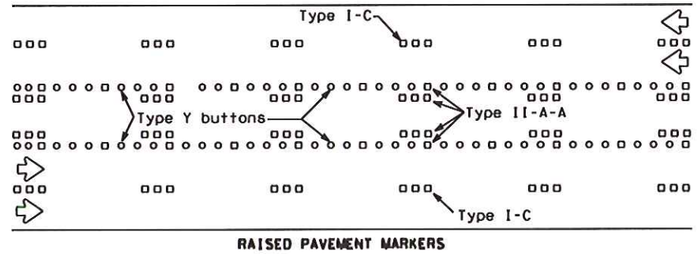
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS

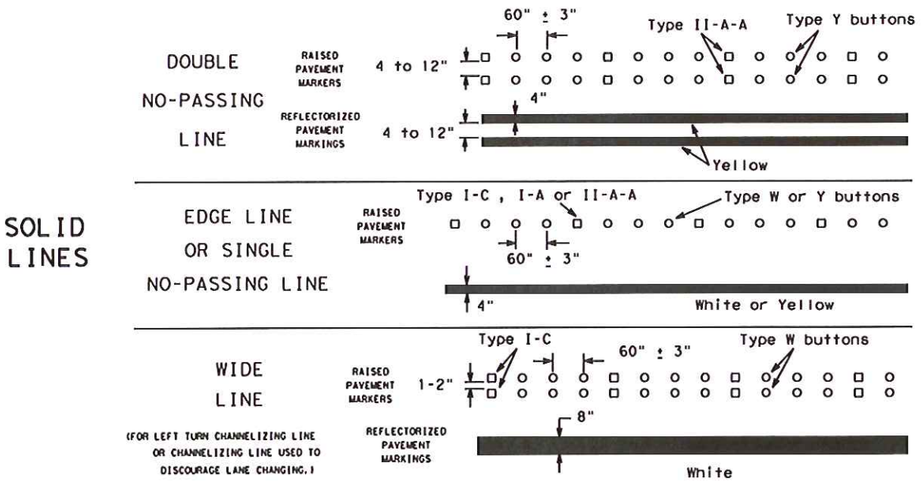


RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

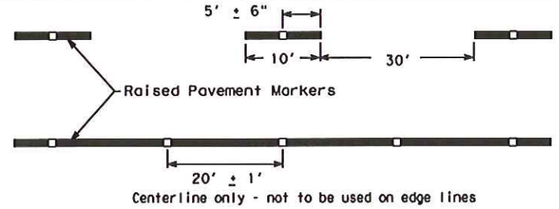
TWO-WAY LEFT TURN LANE

STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-13

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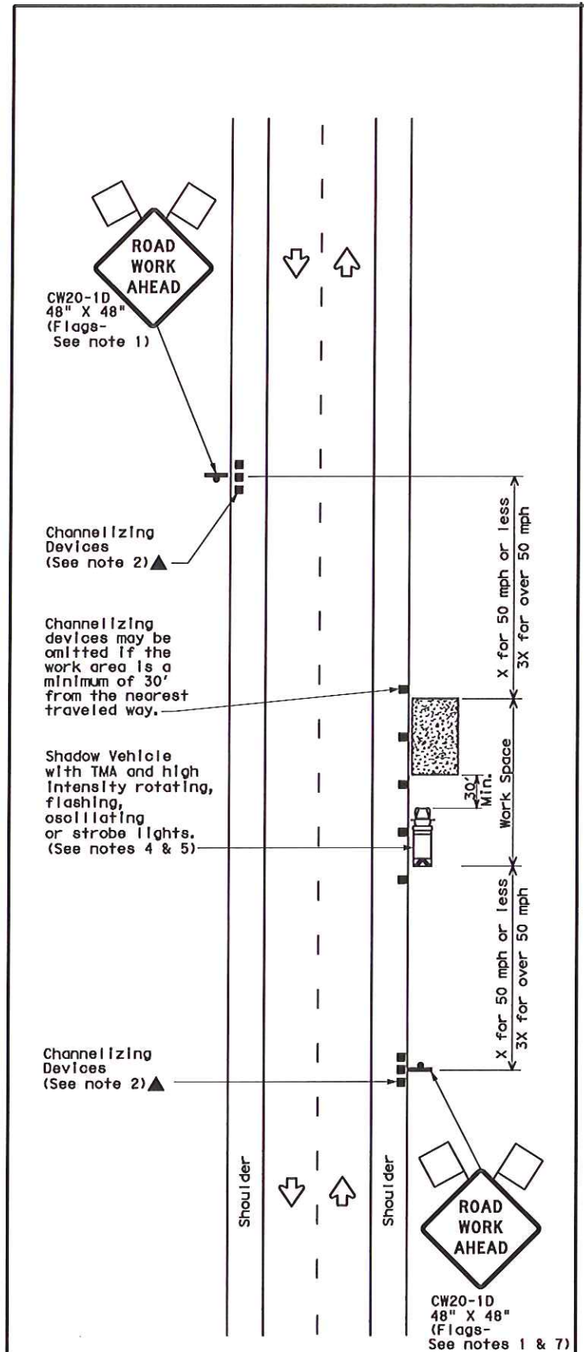
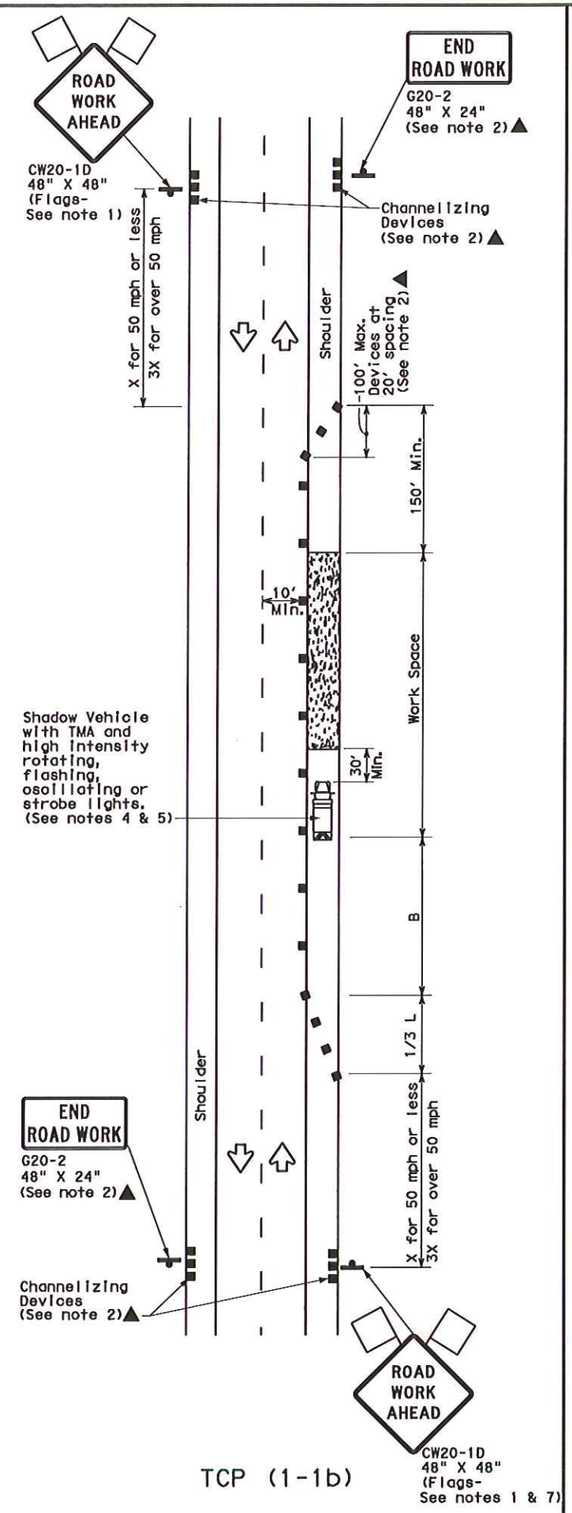


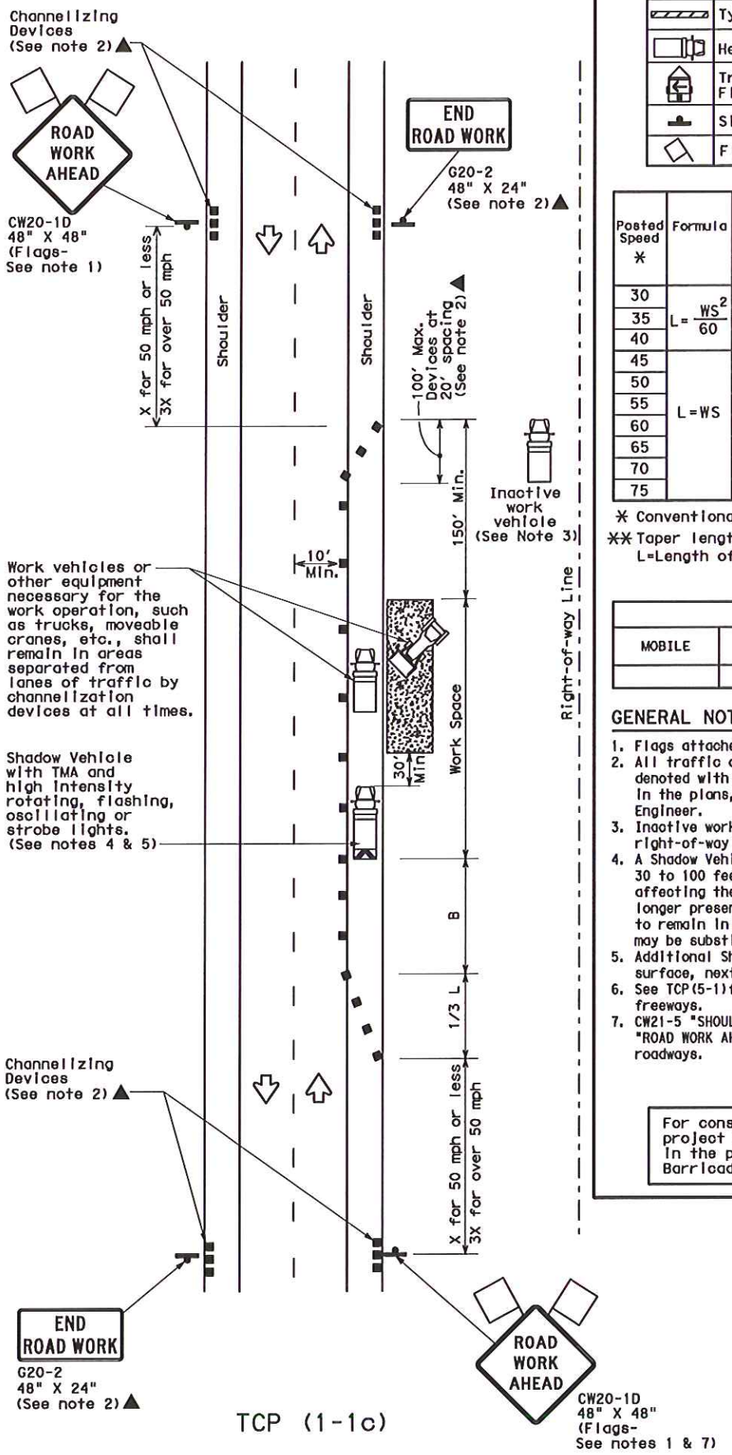
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-12

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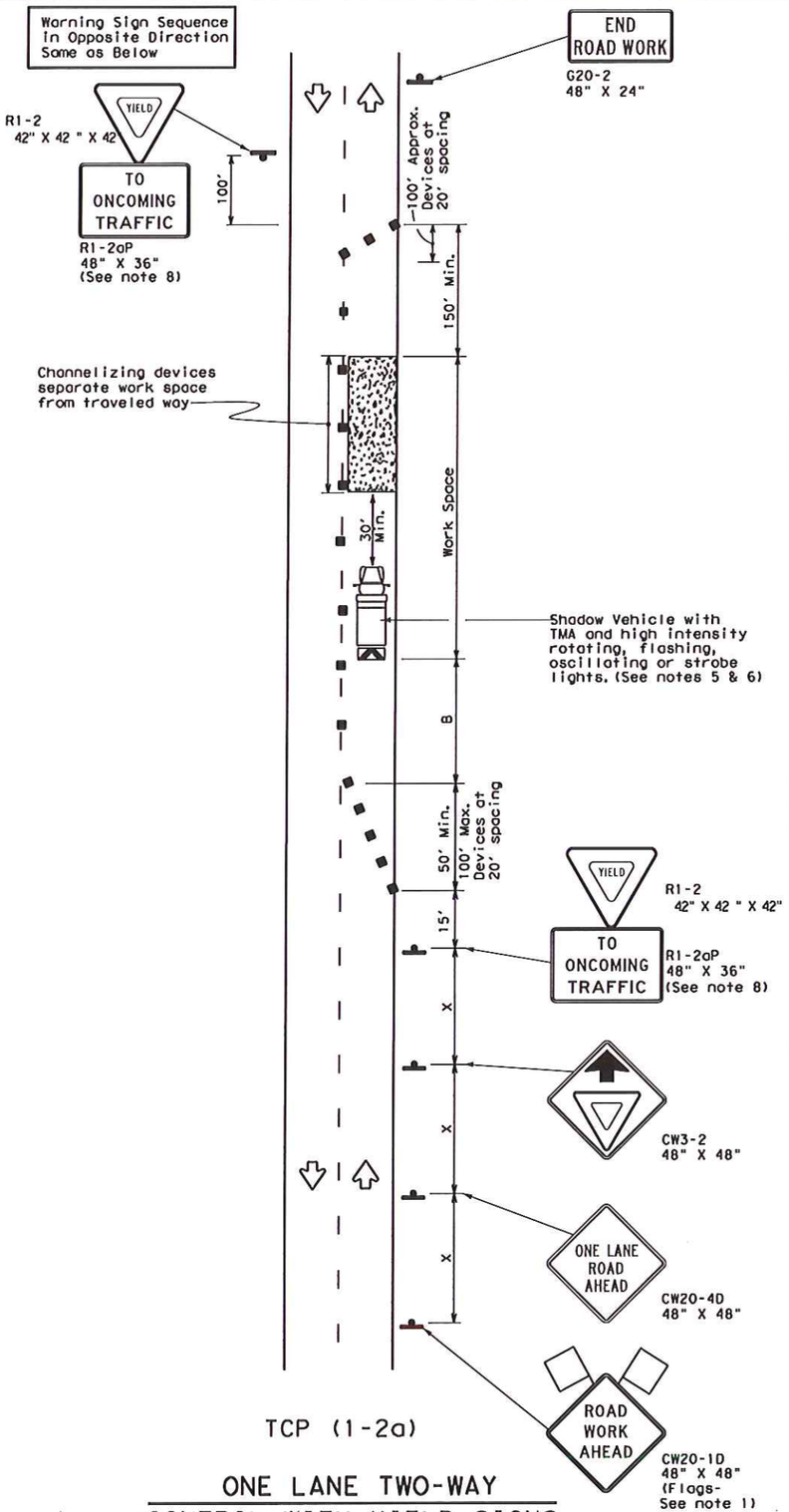
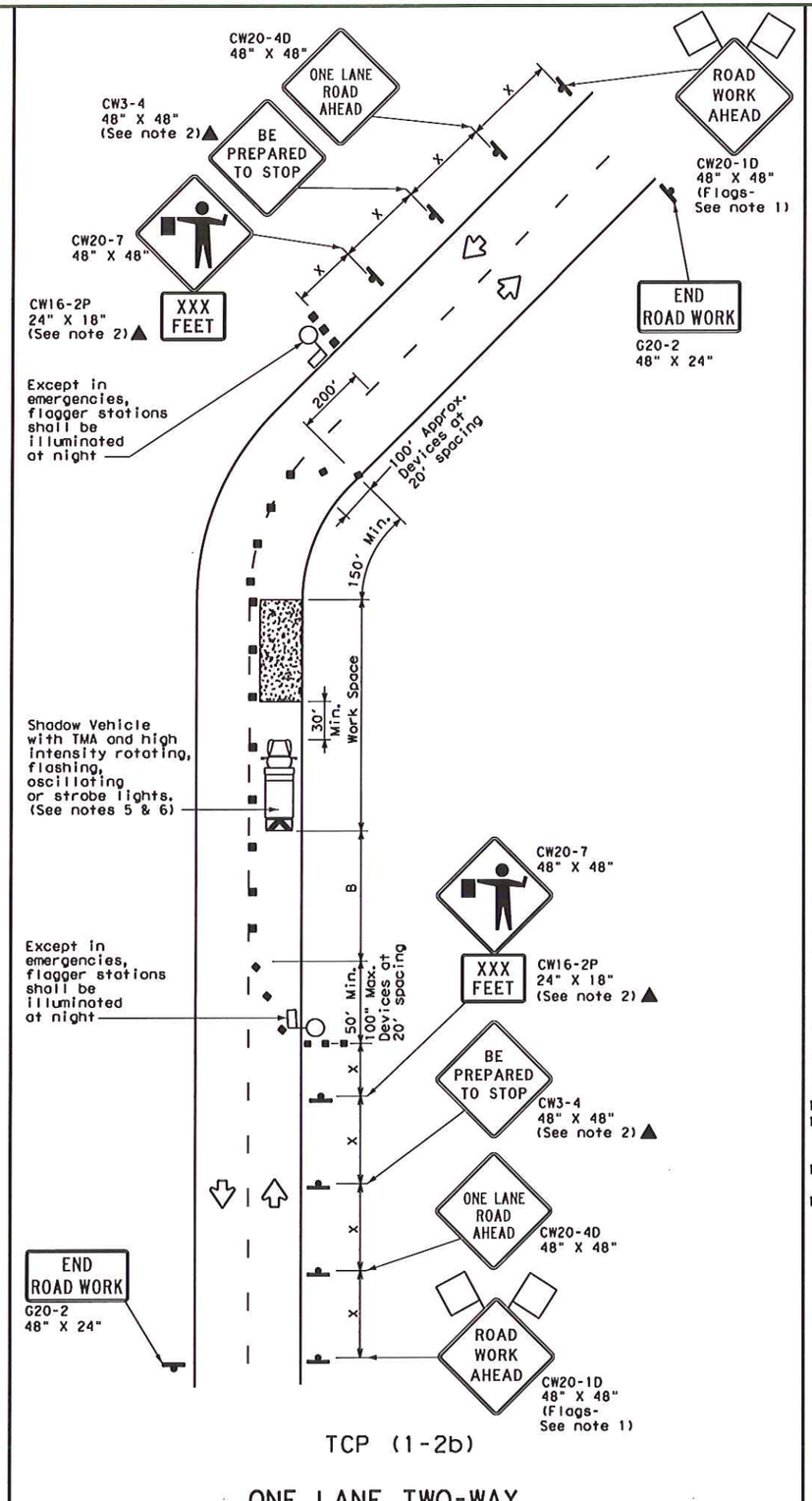


TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-12

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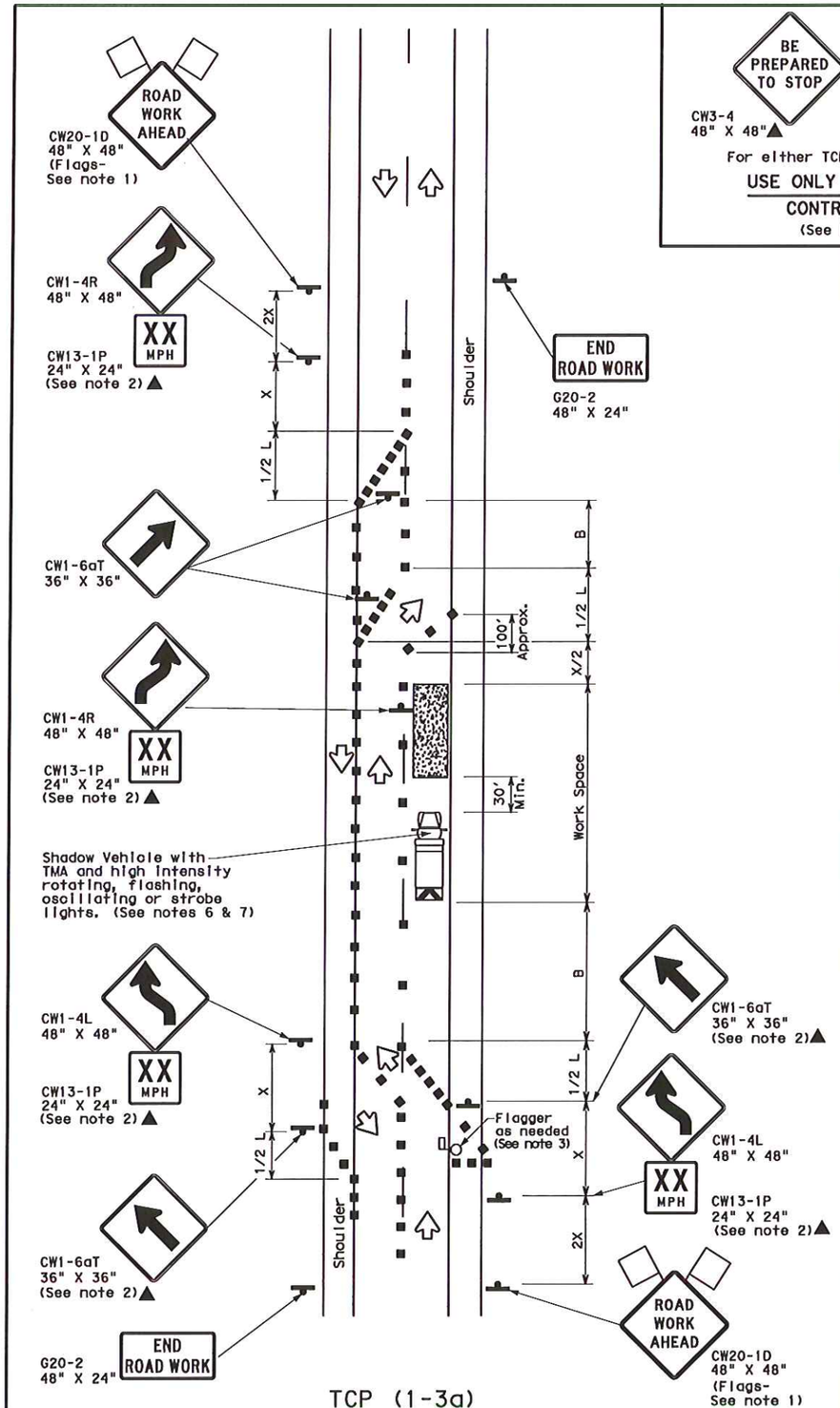
DATE:
FILE:



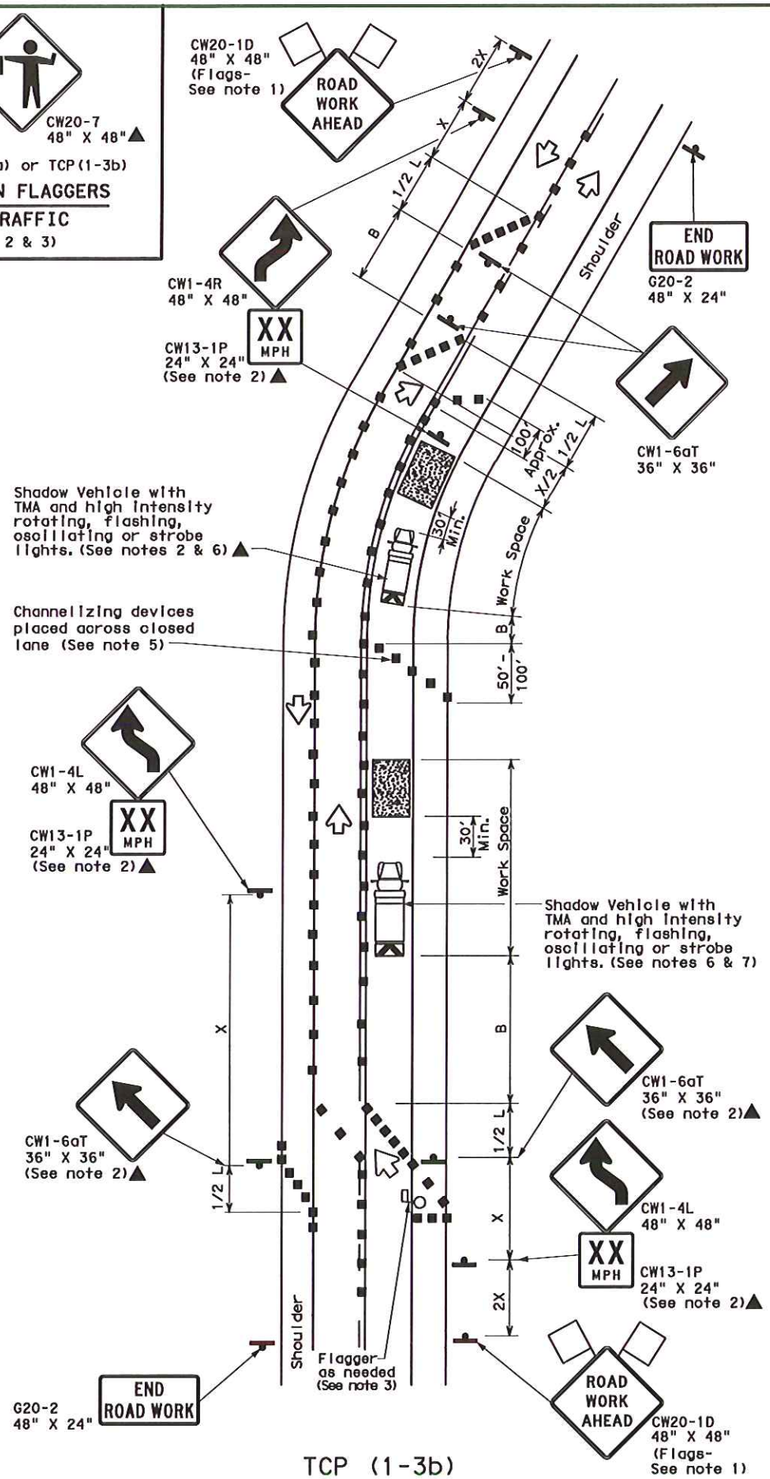
TCP (1-3a)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
ADEQUATE FIELD OF VIEW

BE PREPARED TO STOP
CW3-4 48" X 48"
CW20-7 48" X 48"

For either TCP(1-3a) or TCP(1-3b)

USE ONLY WHEN FLAGGERS CONTROL TRAFFIC
(See Notes 2 & 3)



TCP (1-3b)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
INADEQUATE FIELD OF VIEW

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safely control traffic. Additional flaggers may be positioned in advance of traffic queues to alert traffic to reduce speed.
4. DO NOT PASS, PASS WITH CARE and construction regulatory speed zone signs may be installed downstream of the ROAD WORK AHEAD signs.
5. When the work zone is made up of several work spaces, channelizing devices should be placed laterally across the closed lane to re-emphasize closure. Laterally placed channelizing devices should be repeated every 500 to 1000 feet in urban areas and every 1/4 to 1/2 mile in rural areas.
6. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
8. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20', or 15' if posted speed are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the area of conflicting markings not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
TRAFFIC SHIFTS ON TWO LANE ROADS

TCP(1-3)-12

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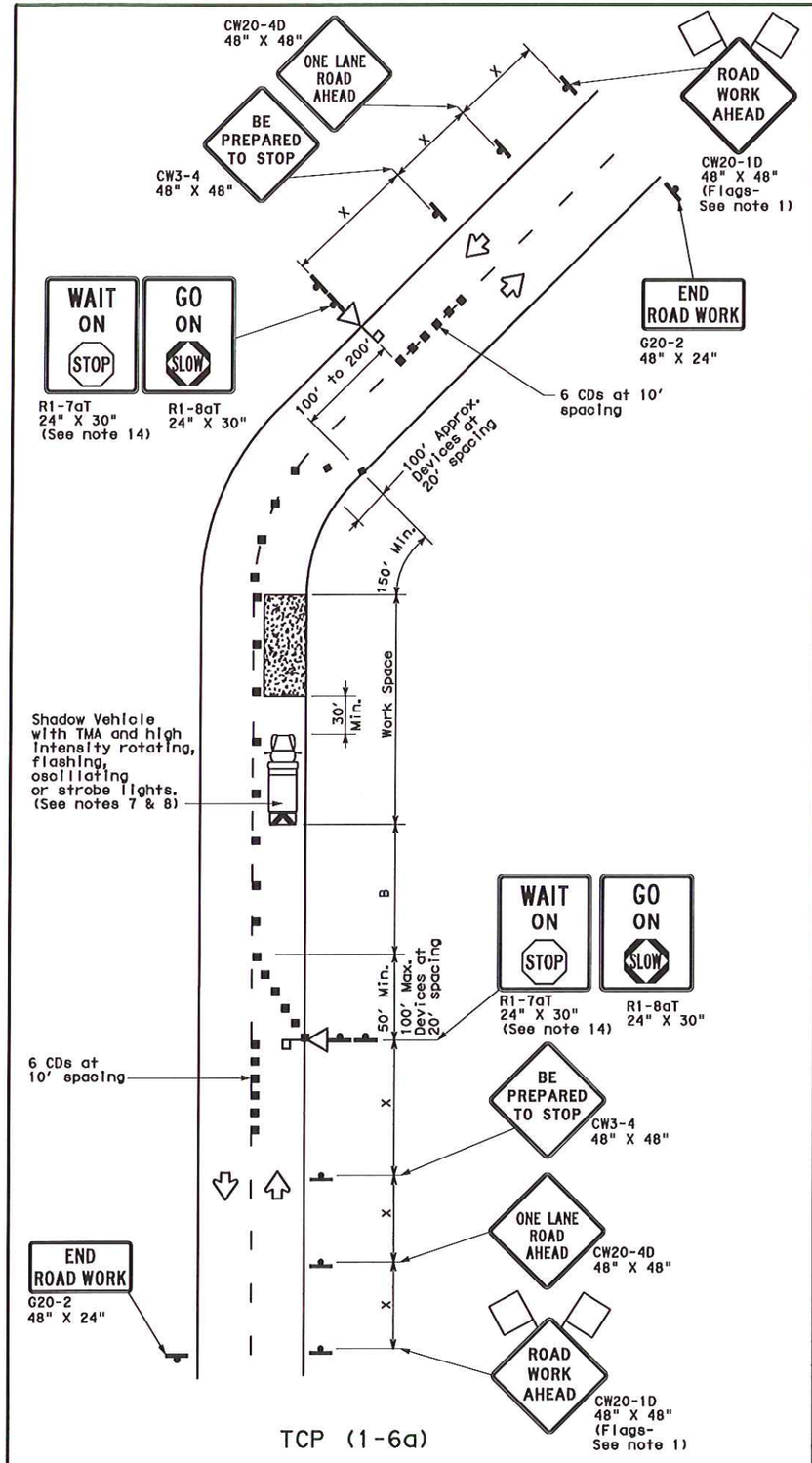
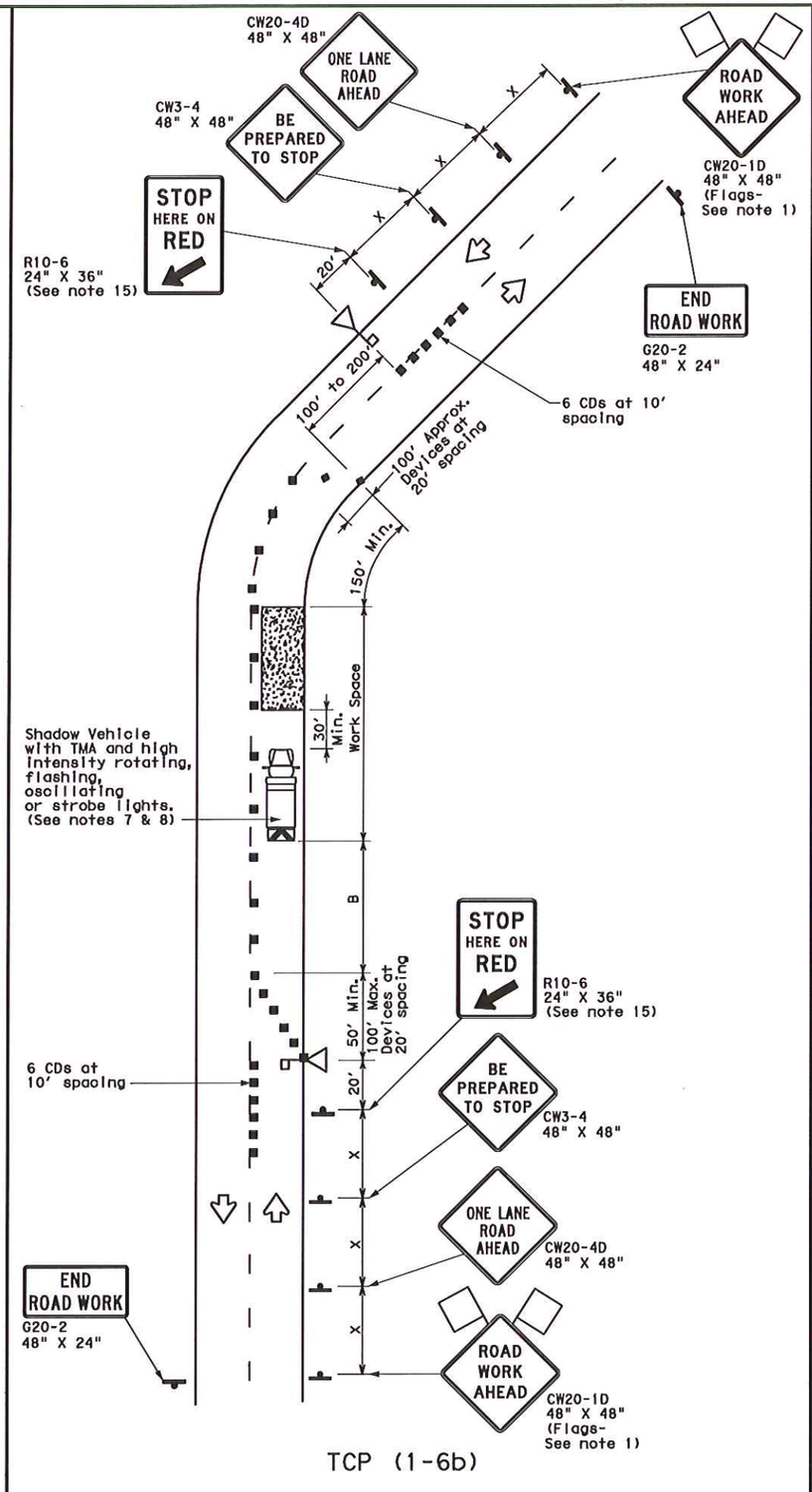
REVISIONS	CONT	SECT	JOB	HIGHWAY
2-94 2-12				
8-95	DIST	COUNTY		SHEET NO.
1-97				
4-98				

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



TCP (1-6a)

ONE LANE TWO-WAY CONTROL WITH SIGNS/SLOW AFADs



TCP (1-6b)

ONE LANE TWO-WAY CONTROL WITH RED/YELLOW LENS AFADs

LEGEND			
	Type 3 Barricade		Channelizing Devices (CDs)
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Automated Flagger Assistance Device (AFAD)	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. AFADs shall only be used in situations where there is one lane of approaching traffic in the direction to be controlled.
3. Adequate stopping sight distance must be provided to each AFAD location for approaching traffic. (See table above).
4. Each AFAD shall be operated by a qualified/certified flagger. Flaggers operating AFADs shall not leave them unattended while they are in use.
5. One flagger may operate two AFADs only when the flagger has an unobstructed view of both AFADs and of the approaching traffic in both directions.
6. When pilot cars are used, a flagger controlling traffic shall be located on each approach. AFADs shall not be operated by the pilot car operator.
7. All AFADs shall be equipped with gate arms with an orange or fluorescent red-orange flag attached to the end of the gate arm. The flag shall be a minimum of 16" square.
8. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
9. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
10. Flaggers should use two-way radios or other methods of communication to control traffic.
11. Length of work space should be based on the ability of flaggers to communicate.
12. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the AFAD.
13. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
14. The R1-7aT "WAIT ON STOP" sign and the R1-8aT "GO ON SLOW" sign shall be installed at the AFAD location on separate supports or they may be fabricated as one 48" x 30" sign. They shall not obscure the face of the STOP/SLOW AFAD.
15. The R10-6 "STOP HERE ON RED" arrow sign shall be offset so as not to obscure the lenses of the AFAD.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADS)
TCP(1-6)-12

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DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

REVISIONS

DATE:
FILE:

AI -48647 **Purchasing Department** **23. B. 2.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Consulting Engineers, Inc. dba L&G Engineering, for "Feasibility Study, Preliminary Engineering, PS&E, Construction Bid Services & Construction Management, Inspection & Testing for the Regional Hike & Bike Project (from South San Antonio Ave. to 2nd Street) "as approved for negotiations on CC 01/20/15;

b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $75,588.32) as submitted by project engineer, L&G Consulting Engineers, Inc. dba L&G Engineering for, "Engineering services for Feasibility Study for the Hidalgo County Pct 2 Regional Hike & Bike Project" located Pct. No. 2 through Contract #C-15-15-046-03-03.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-XXX-XX-122-XXX-0-334

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

BUDGETARY IMPACT:

Funding available pending CC approval of AI-48669.

Attachments

Agreement

Legal approval

WA#1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/26/2015 09:48 AM
Budget & Management	Veronica Ortiz	02/26/2015 10:14 AM
Glinda Pacheco	Glinda Pacheco	02/27/2015 09:32 AM
Auditor's Office	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Rocio Villarreal		Started On: 02/25/2015 10:57 AM
Final Approval Date: 02/27/2015		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-15-046-03-03

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the preparation of the **Feasibility Study, Preliminary Engineering, PS&E, Construction Bid Services, & Construction Management, Inspection & Testing** for the **"Regional Hike & Bike Project (from South San Antonio Ave. to 2nd Street)"** project for **Hidalgo County Precinct No. 2** hereinafter referred to as the **"Project".**

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A**"

Services to be Provided by the Owner, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"-** Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate on December 31, 2019 or upon completion of projects (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall

be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set

forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for

any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be

incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to

enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional

engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent

of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall

hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to

any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be

relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner

and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under

this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the

loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to***

the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County*** **Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from,

or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County **1615 S. Closner, Suite J** **Edinburg, Texas 78539**	**L & G Consulting Engineers, Inc.** **2100 West Expressway 83** **Mercedes, Texas 78570**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to

enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2015

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court:

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Work Schedule
EXHIBIT D -Contract Rates
EXHIBIT 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

The following provides an outline of the services to be provided by the **Owner** in the development of the proposed Regional Hike & Bike Trail located within the Cities of Pharr, San Juan & McAllen and within the limits of South San Antonio Avenue to South 2nd Street in Hidalgo County hereinafter denoted as the **Project**.

GENERAL:

The **Owner** will provide to the **Engineer** the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of the Agreement.

3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the **Engineer** cannot easily obtain.

4) Provide any available relevant data the **Owner** may have on file concerning the **Project**.

5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed upon work schedule prepared in accordance with Exhibit "C" attached to this Work Authorization.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer**.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1 - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: Feasibility Study, Schematic Development, Public Involvement, Environmental Document, ROW Mapping & ROW Acquisition, PS&E, Construction Bid Phase Services, Construction Inspection & Management & Construction Material Testing (CMT) for the Hidalgo County Pct. 2 Regional Hike & Bike Project

LENGTH: 7.8 Miles (Approx.)

HIGHWAY: Prop. Hike & Bike Trail

LIMITS: From San Antonio Ave. (San Juan) to 2nd Street (McAllen)

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)
_X_ Pedestrian Facility – Hike & Bike Trail

ENGINEER shall mean L&G Consulting Engineers, Inc.

STATE shall mean Texas Department of Transportation (TxDOT).

COUNTY shall mean the Hidalgo County.

SECTION 2 – FEASIBILITY STUDIES

(Function Code 102)

Services Provided By: ENGINEER	COUNTY	
YES	NO	Preliminary Design Values
YES	NO	Uncontrolled Mapping (w/Contours & GIS Info)
YES	NO	Preliminary Location Design Layout
YES	NO	Preliminary ROW Requirements
YES	NO	Preliminary Cost Estimates
YES	NO	Preliminary Environmental Analysis (for fatal flaws)
YES	NO	Preparation of Project Fact Sheet (Est. Local Cost vs. Total Project Cost)
YES	NO	Evaluation of Crossings at Major Roadways & Coordination w/ TxDOT
YES	NO	Design Visualization
YES	NO	Production of Funding Application
YES	NO	Outreach with Affected Municipalities
YES	NO	Meetings, Coordination & Support for Project Development

SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	COUNTY		
YES	NO	1.	Route Location Studies
N/A	N/A	2.	Level of Service Analysis
N/A	N/A	3.	Traffic Evaluations and Projections
YES	NO	4.	Develop Roadway Design Criteria (Hike & Bike Trail Criteria)
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
YES	NO		a. Pavement (See Section 7, pages 7-3 thru 7-4 for requirements)
YES	NO		b. Retaining Walls (See Section 10, page 10-1 thru 10-2 for requirements)
YES	NO		c. Miscellaneous Structures (See Section 10, page 10-4 for requirements)
YES	NO		d. Bridges (See Section 11, page 11-3 for requirements)

SECTION 4
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By: ENGINEER	COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
YES	NO	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
N/A	N/A	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
N/A	N/A	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
N/A	N/A	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
N/A	N/A	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
YES	NO	a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
YES	NO	b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
		3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY.
YES	NO	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
YES	NO	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
YES	NO	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
YES	NO	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By: ENGINEER	COUNTY	
		4. Noise and Air Quality Analyses
N/A	N/A	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
N/A	N/A	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
YES	NO	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
YES	NO	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
YES	NO	7. General Guidelines for Preparation of Environmental Documents a. The Biological Impact Evaluation Report will be prepared and submitted electronically to TxDOT. b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT. c. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site. d. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44. e. The administratively complete document will be submitted to TxDOT electronically through their FTP site. f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client, one (1) hardcopy to the district, and (3) hardcopies to TxDOT ENV. g. Exhibits in the environmental document shall be color copies and text shall be black and white.

SECTION 5 - RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines.

YES NO 1. Ownership Data in a .dgn file
   a. The entire project limits.
   b. Compensable utility ownership who have property rights on ROW shall be researched and provided.
   c. For each drainage outfall property
   d. For each irrigation structure pipe.

YES NO 2. Parcel plats & Right-of-Way Map
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.

YES NO 3. Utilities (Compensable)
   a. Property ownership with recording information shall be shown on ROW Map and Parcel Sketches with distance ties to property corners in an effort to locate utility.

YES NO 4. Field Notes
   a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map
   b. Computation Sheets for Survey Closure and Area for Each Parcel.
   c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

YES NO 5. Survey and Stake Right-of-Way (EXISTING AND PROPOSED)

YES NO 6. Records as Required by the City and State
   a. Records used to establish ownership

YES NO 7. General Guidelines for Preparation of Right-of-Way Maps (Sample ROW Maps and Parcel Sketches and field notes attached)

General Specifications

a. All data submitted by the surveyor will be legible, organized and well documented.

b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.

c. Permission to enter private property shall be the sole responsibility of the surveyor.

d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.

e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W.

map checklist must be complete, accurate and also considered to be essential and is a part of this contract.

Project specific scope of services

FC 130 – Right of Way Data – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – Field Surveying for Parcel Mapping – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

RIGHT-OF-WAY DATA

Right-of-Way Documents - The **Surveyor** will utilize State examples and provide the following:

General

a. Abstracting: The **Surveyor** will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the **State** is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the **State's** Right-of-Way Book I and Book II, the **State's** local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The **Surveyor** will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The **Surveyor** will provide to the State a copy of Instruments of Record.
g. The **Surveyor** will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The **Surveyor** will attach documents or text files compatible with the latest version of Word software.

Parcel Plats

a. A parcel plat will be prepared for each parcel of land to be acquired. The **State** has developed standard formats for parcel plats, copies of which the **Surveyor** will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
    a. Month(s) and year abstracting was performed upon which the map is based.
    b. Month(s) and year field surveys were conducted upon which the map is based.
    c. Month and year map was completed by the **Surveyor**.

l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

Field Note Descriptions - A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
    a. **State**, county, and city within which the proposed parcel of land to be acquired is located.
    b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
    c. A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
    a. A point of commencing (outside property corner).
    b. A point of beginning on proposed R.O.W. line.
    c. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
    d. A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
    e. All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
    f. Note referencing parcel plat.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)

MAP

General
___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements
___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements
___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:
___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways

___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

* *DO NOT SEAL MAP*

FIELD NOTES

Heading

___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing
Description
___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH
___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET
___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By:
SURVEYOR COUNTY

1. Field Surveying

YES NO a. Primary Project Control - 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the district engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

YES NO b. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans.

- No traverse should exceed 25 angle points. Planimetrics shall be Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
- The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
- The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
- The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

(1) Project control base lines

NO NO (2) Photogrammetric ground control
NO NO (a) Establish horizontal control
NO NO (b) Establish vertical control points
NO NO (c) Place and maintain control point targets

YES NO c. Other Field Surveying
(1) **The limit of the Design surveys shall be 700-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x,y,z for each Benchmark. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide a H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	COUNTY	
		(6) The Surveyor shall also paint/mark the proposed centerline as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12 inches long) before construction for the purpose of utility adjustments and project location.
		(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).
		(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.
		(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
YES	NO	(10) Tie to existing underground and overhead utilities (location, elevation and direction) Horizontally – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down. Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
YES	NO	(11) Additional Field Surveying as shown below: (A) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer. **Driveways and Turnouts** (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
YES	NO	(12) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map) (#5 I.R. 2-ft.)
YES	NO	(13) Soil core hole staking
YES	NO	(14) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
YES	NO	(15) Profiles of existing drainage facilities
YES	NO	(16) Measurement of hydraulic opening under existing bridges
YES	NO	(17) Obtain elevations of manholes and valves of utilities
YES	NO	(18) Provide temporary signs, traffic control, flags, safety equipment, etc.
YES	NO	(19) Ties to existing bridges or culverts that may conflict with new construction.
N/A	N/A	(20) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
YES	NO	(21) Inventory signs, mailboxes, and driveways
YES	NO	(22) Survey controlled data sheets per TxDOT guidelines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	COUNTY	
YES	NO	(23) Recover and/or re-establish the existing center line and existing Right-of-Way. Have said existing centerline approved by the Engineer. Provide a digital computer dump of both.
YES	NO	(24) Coordinate with the Engineer to set the existing centerline stationing.
N/A	N/A	2. Photogrammetric Products

a. Uncontrolled Photography
   (1) Contact Prints
   (2) Mosaics
   (3) Digital ortho plots

b. Mapping
   (1) Planimetric Maps
   (2) Contour Maps
   (3) Cross Sections
   (4) Profiles
   (5) Digital Terrain Models (DTM)

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
YES	NO	a. Horizontal and Vertical Alignment
YES	NO	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(4) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(5) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(6) Direction of traffic flow on all roadways.
		(7) The geometric of speed change (acceleration, deceleration, climbing) lanes.
YES	NO	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
YES	NO	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		g. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project.
N/A	N/A	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
YES	NO	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
YES	NO	b. Typical Sections
YES	NO	c. Design Cross Sections
YES	NO	d. Determine Cut and Fill Quantities
YES	NO	e. Slope Stability Analysis
YES	NO	f. Embankment Foundation Stability Analysis
YES	NO	g. Embankment Settlement Analysis
		5. Pavement Design
YES	NO	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
YES	NO	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
YES	N/A	(a) Along center line
YES	N/A	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
YES	NO	(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
YES	NO	d. Traffic Data for Pavement Design by STATE
YES	NO	e. Basic Design Criteria
NO	NO	f. Life Cycle Cost Analysis(es)
YES	NO	g. Cost Data
YES	NO	h. Pavement Material Properties
N/A	N/A	i. Rehabilitation Investigations
N/A	N/A	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 8 - DRAINAGE
(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Studies, Discharges
YES	NO	a. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
YES	NO	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
NO	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
YES	NO	(4) Bridge waterways
YES	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
NO	NO	(8) Storm Water Management facilities
YES	NO	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
YES	NO	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	NO	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
YES	NO	(1) New culverts
NO	NO	(2) Culvert widening and/or lengthening
NO	NO	(3) Culvert replacements
		b. Storm sewers
NO	NO	(1) New storm sewers
NO	NO	(2) Modify existing storm sewers
NO	NO	(3) Inlets
NO	NO	(4) Manholes
NO	NO	(5) Trunk lines
NO	NO	c. Pump stations
NO	NO	d. Subsurface drainage at retaining walls
YES	NO	e. Outfall channel(s) within the ROW
NO	NO	f. Outfall channel(s) outside the ROW
NO	NO	g. Detention Pond(s) within the ROW
NO	NO	h. Detention Pond(s) outside the ROW
YES	NO	i. Summary of Quantities
N/A	N/A	j. Storm Water Management facilities
YES	NO	4. Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	COUNTY		
YES	NO	1.	Signing and Markings Layout a. Requirements (Separate Layout) (1) Roadway layout (2) Center line with station numbering (3) ROW lines (4) Culverts and other structures that present a hazard to traffic (5) Location of utilities, if not shown on plan and profile (6) Existing signs to remain, to be removed, to be relocated (7) Proposed signs (illustrated and numbered) (8) Existing overhead sign bridges to remain, to be revised, removed or relocated (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation (8) Quantities of existing pavement markings to be removed (9) Proposed delineators and object markers b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) (5) Tentative ROW limits (6) Direction of traffic flow on all roadways (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
YES	NO	2.	Summary of Small Signs Tabulation
N/A	N/A	3.	Summary of Large Signs Tabulation including all Guide Signs
YES	NO	4.	Sign Detail Sheets a. All signs except route markers b. Design details for large guide signs c. Dimensions of letters, shields, borders, corner radii etc. d. Designation of shields attached to guide signs e. Designation of arrow used on exit direction signs

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
NO	N/A	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
NO	N/A	(2) Photographs as appropriate
NO	N/A	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
N/A	N/A	(a) Existing
N/A	N/A	(b) Estimated
N/A	N/A	(c) Projected
N/A	N/A	(d) Pedestrian
N/A	N/A	(5) Traffic Survey - Count Analysis
N/A	N/A	(6) Recommendation based on above data
NO	N/A	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals *(continued)*
NO	N/A	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
NO	N/A	(a) Confirm power source
NO	N/A	(b) Discuss route of aerial or underground interconnect cable (when applicable)
N/A	N/A	(c) Adjustment of overhead utility lines
NO	N/A	(2) Prepare governing specifications and special provisions list
NO	N/A	(3) Prepare project estimate
NO	N/A	d. Summary of Quantities

SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls
		a. Structural Details
N/A	N/A	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
N/A	N/A	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
N/A	N/A	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
N/A	N/A	(1) Mechanically Stabilized Earth
N/A	N/A	(2) Concrete Block Wall Systems
YES	NO	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
YES	NO	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
YES	NO	e. Foundation Studies (Show cost estimate with Function Code 110)
YES	NO	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
YES	NO	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
YES	NO	g. Estimate
YES	NO	h. Summary of Quantities
YES	NO	i. Typical X-section.
YES	NO	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and reviewer shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
YES	NO	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
YES	NO	a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
YES	NO	b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		3. Illumination *(continued)*
YES	NO	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
YES	NO	a. Erosion Control
N/A	N/A	b. Landscape Development
YES	NO	5. Compute and Tabulate Quantities
YES	NO	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
N/A	N/A	(a) New O.S.B. structure(s)
N/A	N/A	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
N/A	N/A	(2) High Mast Illumination Poles (HMIP)
N/A	N/A	(3) Traffic Signal Supports
N/A	N/A	(4) Conventional Illumination Poles
N/A	N/A	(5) Sound Barrier Walls
N/A	N/A	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
N/A	N/A	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
N/A	N/A	a. Utility Agreements
N/A	N/A	b. Exhibits for Utility Agreements
N/A	N/A	c. Railroad Agreements
		d. Railroad Exhibits
N/A	N/A	(1) Railroad Underpasses
N/A	N/A	(2) Railroad Overpasses
N/A	N/A	(3) Railroad Grade Crossing (Replanking)
N/A	N/A	(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A	(5) Other Miscellaneous Sketches for Railroads
N/A	N/A	e. Traffic Signal Agreements
N/A	N/A	f. Exhibits for Traffic Signal Agreements
N/A	N/A	9. Estimate
N/A	N/A	10. Specifications and General Notes

SECTION 11 - BRIDGE DESIGN

(Function Code 170)

Services Provided By: ENGINEER	COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
N/A	N/A	(1) Underpass(es)	
N/A	N/A	(2) Overpass(es)	
N/A	N/A	(3) Main Lanes	_____
N/A	N/A	(4) Direct Connector(s)	_____
N/A	N/A	(5) Ramp Bridge(s)	_____
N/A	N/A	(6) Waterway Structure(s)**	_____
YES	NO	(7) Pedestrian Structure(s)	2
N/A	N/A	(8) Utility Structure(s)	_____
N/A	N/A	(9) Railroad Underpass(es)	_____
N/A	N/A	(10) Railroad Overpass(es)	_____
N/A	N/A	(11) Bridge Classification Culvert(s)**	_____
N/A	N/A	(11) Alternate Structural Designs	_____
N/A	N/A	(12) Alternate Foundation Design	_____
		Total New Structures =	2
		b. Existing Structure(s)	_____
N/A	N/A	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
N/A	N/A	(2) Bridge Replacement	_____
N/A	N/A	(3) Raising Bridge Elevation	_____
N/A	N/A	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____ _____
N/A	N/A	(5) Railroad Overpass(es)	_____
N/A	N/A	(6) Railroad Underpass(es)	_____
		Total Existing Structures =	_____

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
YES	NO	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and super elevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

Services Provided By: ENGINEER	COUNTY	
YES	NO	2. Preparation of Bridge Layouts (each bridge) *(continued)* c. Additional layout requirements for waterway structures and bridge classification culverts. (1) Design and 100-year peak discharges. (2) Design and 100-year high water (HW) (Recorded HW and date if available) (3) Natural and through-bridge velocities for design and 100-year floods. (4) Calculated backwater for design and 100-year floods. (5) Direction of flow for waterway crossings. (6) Contours for water crossing.
N/A	N/A	3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
YES	NO	4. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
YES	NO	5. Bridge Total Quantities and Cost Estimates (each bridge)
YES	NO	6. Bridge Special Provisions and Specifications (each bridge)
YES	NO	7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
YES	NO	8. General Guidelines for Bridge Design a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.** Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following: • TxDOT Design Division, when applicable: - Railroad Companies - FHWA - U.S. Army Corps of Engineers - U.S. Coast Guard - Bureau of Reclamation - Texas Parks and Wildlife - Others Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this. b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design. c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services Provided By:
ENGINEER COUNTY

8. General Guidelines for Bridge Design *(continued)*

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By:	
ENGINEER	COUNTY

YES NO **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Services Provided By:
ENGINEER COUNTY

Miscellaneous Technical Activities:

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.
9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

YES NO **CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES (for PARCELS, EASEMENTS AND RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	COUNTY	
		1) PROJECT ADMINISTRATION
YES	N/A	a) Negotiation of Scope of Services for Work Authorization i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
YES	N/A	b) Project Presence at L&G Consultant Office Headquarters i) Full Project Office (1) No Joint Use of COUNTY or TxDOT facilities (2) Open during normal COUNTY and State work hours (3) Personnel available to answer questions (4) Availability of Project Files (5) At least one office staff member is required to be a current commissioned notary public.
YES	N/A	c) Overhead Costs i) Administrative costs
YES	N/A	d) Communication i) Provide monthly progress reports with invoice. ii) Participate in project review meetings as determined by the COUNTY. iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
YES	N/A	e) File Management i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary. ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation. iii) Maintain records of all payments including check number, amount, and date paid, etc. iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference. v) Maintain copies of all correspondence and contacts with property owners.
		2) TITLE SERVICES
YES	N/A	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
YES	N/A	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
YES	N/A	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		3) APPRAISAL
YES	N/A	a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
YES	N/A	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY. Maintain permission letters with appraisal reports.
YES	N/A	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY forms.
YES	N/A	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
YES	N/A	e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
YES	N/A	f) As necessary, prepare written notification to COUNTY of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
YES	N/A	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by COUNTY.
YES	N/A	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or COUNTY.
YES	N/A	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
YES	N/A	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		4) APPRAISAL REVIEW
YES	N/A	a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
YES	N/A	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
YES	N/A	c) Prepare and submit to COUNTY the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

Services Provided By: ENGINEER	COUNTY	
YES	NO	d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		5) APPRAISAL UPDATES
YES	N/A	a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by COUNTY. These reports shall conform to COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
YES	N/A	b) As necessary, prepare written notification to COUNTY of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by COUNTY.
YES	N/A	c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the COUNTY.
YES	N/A	d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
YES	N/A	e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
		6) NEGOTIATION, TASKS AND FEES
YES	N/A	a) Analyze appraisal and appraisal review reports and confirm the COUNTY's approved value prior to making offer for each parcel.
YES	N/A	b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
YES	N/A	c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY on applicable COUNTY/TxDOT forms.
YES	N/A	d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
YES	N/A	e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
YES	N/A	f) Respond to property owner inquiries verbally and in writing within two business days.
YES	N/A	g) Prepare a separate negotiator contact report for each parcel per contact.

Services Provided By: ENGINEER	COUNTY	
YES	N/A	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
YES	N/A	i) Advise property owner on the Administrative Settlement process. Transmit to COUNTY any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY policy and procedures.
YES	N/A	j) Prepare final offer letter, documents of conveyance as necessary.
YES	N/A	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
YES	N/A	l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
YES	N/A	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
YES	N/A	n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on Page 12-1 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
YES	N/A	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
YES	N/A	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
YES	N/A	c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to COUNTY for acceptance by the Commissioners Court.
		8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).
YES	N/A	a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
YES	N/A	b) L&G will provide advisory services to business displacements and relocate them effectively.
YES	N/A	c) COUNTY will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
YES	N/A	a) Pre-Hearing Support i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

Services Provided By: ENGINEER	COUNTY	

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.

vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.

viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.

xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

YES	N/A	

b) Post Hearing Support (by COUNTY Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

Services Provided By:
ENGINEER COUNTY

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

YES N/A a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

YES N/A b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

YES N/A c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

YES N/A d) Confirmation of Property Interests
i) Request Documents.
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

YES N/A e) Coordination of Agreements
i) Identify utilities that are compensable.
ii) Determine parties and agreements necessary to complete compensable process.
iii) Coordinate execution and processing of Standard Utility Agreements.

YES N/A f) Utility Meetings throughout project development
i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
ii) Attend and participate in meetings by other parties.

Services Provided By: ENGINEER	COUNTY

11) PAYMENT SCHEDULE

YES	N/A	
		a) Project Administration
		i) Payment and Milestones
		(a) Full Project Office
		(1) Lump Sum Basis (assume 1 year project presence)
		(2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
		(3) Remainder paid out in equal monthly installments of 15% starting the following month.
		(4) Monthly billing to COUNTY OF HIDALGO will be required.
		b) Title Services
		ii) Payment
		(a) Per Parcel basis.
		iii) Milestones
		(a) 100% upon securing initial title commitment.
		c) Appraisal Services
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% paid upon delivery of complete and acceptable appraisal report
		d) Appraisal Review
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% upon submission of ROW-A-10
		e) Appraisal Update
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% upon delivery of complete and acceptable appraisal update.
		f) Negotiation, Task, and Fees
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 80% upon presentation of initial offer.
		(b) 20% upon successful negotiation and all instruments are recorded.
		g) Closing Service Fees
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% upon recordation of instrument of conveyance.
		h) Relocation Assistance
		i) Payment
		(a) Per Relocation
		ii) Milestones
		(a) 100% upon issuance of 90-day vacancy letter.
		i) Compensable Utilities
		i) Payment
		(a) By percent complete

SECTION 14
ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY**'s** Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
1). Feasibility, Schematic, ROW, PS&E, Const. Bid Ph Services Const. Insp. & Manage.	Mission Office
2). Public Inv., Environmental Services, CMT	Mercedes Office

The work effort will be managed out of the Mercedes (City) office located at 2100 West Expressway 83 (Address), Mercedes, Texas.

EXHIBIT "C"
WORK SCHEDULE

The Work Schedule will be specific to each Work Authorization completed under the Contract for this **Project**. The **Engineer** will provide a Work Schedule as an attachment/exhibit to each Work Authorization. Work will need to be completed in accordance with Article 3 and 4 of this Contract (Article 3 – Period of Service, Article 4 – Progress and Coordination).

EXHIBIT "D"
CONTRACT RATES

L&G Engineering
Transportation Consulting Engineers

Audited Overhead Rate FY 2013

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 15	Contract Rate * FY 16	Contract Rate * FY 17
Principal	$ -	$ -		$ -
Senior Project Manager	$ 70.00	$ 218.04	$ 224.58	$ 231.32
Engineer (V) - Senior Engineer	$ 58.00	$ 180.66	$ 186.08	$ 191.67
Senior Environmental Scientist/Specialist	$ 49.00	$ 152.63	$ 157.21	$ 161.93
Engineer (III) - Project Engineer	$ 43.00	$ 133.94	$ 137.96	$ 142.10
Engineering Lab Manager	$ 34.00	$ 105.91	$ 109.08	$ 112.36
ROW Administrator	$ 34.00	$ 105.91	$ 109.08	$ 112.36
Senior Engineer Tech	$ 30.00	$ 93.45	$ 96.25	$ 99.14
Project Inspector (V)	$ 28.00	$ 87.22	$ 89.83	$ 92.53
Record Keeper	$ 27.00	$ 84.10	$ 86.63	$ 89.22
Project Inspector (I)	$ 22.00	$ 68.53	$ 70.58	$ 72.70
CADD Operator / GIS Analyst	$ 22.00	$ 68.53	$ 70.58	$ 72.70
Admin/Clerical	$ 20.00	$ 62.30	$ 64.17	$ 66.09
Soil & AggregateTechnician	$ 17.00	$ 52.95	$ 54.54	$ 56.18
Concrete Technician	$ 17.00	$ 52.95	$ 54.54	$ 56.18
Asphalt Technician	$ 17.00	$ 52.95	$ 54.54	$ 56.18

Negotiated Overhead Rate: **178.12%**

Negotiated Profit Rate: **12.00%**

Multiplier: **3.1149**

* Annual Escalation Rate: **3.00%**

Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55/mile
Car Rental	$75.00/day
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$38.00/Each

JG Approved
Pct No 2 " On Call Service"2/17/2015

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING (CMT) SERVICES
Direct Expenses

Geotechnical Field Services

Mobilization (Drill Rig and Crew)	$441.66/Day
Stand-By Time	$194.18/Hr.
Texas Cone Penetration Test (Tex-132)	$5.55/Ea.
Soil Boring / Solid Stem	$31.08/Lf
Soil Boring / Hollow Stem	$31.08/Lf
Soil Boring / Mud Rotary	$31.08/LF
Mileage (Logger-Soil Tech)	$.55/Mi.
Support Truck	$1.65/Mi.
Piezometer / Monitoring Well	**By Quote**

Soil Testing

Moisture Content Determination	ASTM D2216 - Tex-103-E	$10.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$53.15/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$53.37/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$79.66/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$66.47/Ea.
Particle Size Analysis of Soils (Gradation)	ASTM D 422 - Tex-110-E	$95.76/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$66.47/Ea.
Lime Series Testing (PI Relation)	Tex-112-E	$477.96/Ea.
Lime Series Testing (pH Relation)	Tex-121-E (Part III)	$518.40/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$212.59/Ea.
Standard Proctor	ASTM D 698	$205.82/Ea.
Modified Proctor	ASTM D 1557	$212.50/Ea.
Field Density Test (Nuclear)	ASTM D 6938 - Tex-115-E	$23.91/Ea.
Determination of Soil pH	Tex-128-E	$86.40/Ea.
Soil-Lime Testing	Tex-121-E (Part I)	$159.44/Ea.
Resistivity of Soils	Tex-129-E	$96.65/Ea.
Sulfate Content of Soils	Tex-145-E	$86.40/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$232.55/Ea.
Triaxial Compression Test (Dist. Soil & Base)	Tex-117-E	$350.00/Ea.
Unconfined Compression-Soil	ASTM D 2166	$49.95/Ea.
Uniaxial Compression-Rock	ASTM D 7012	$53.27/Ea.
Consolidation Test	ASTM D 2435	$521.51/Ea.

Coarse & Fine Aggregate Quality Testing

Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$59.73/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$72.27/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve)	Tex-401-A	$85.00/Ea.
Sieve Analysis (Additional Sieves)	All Methods	$13.31/Ea.
Deleterious Material (Coarse Aggr.)	Tex-217-F (Part I)	$46.50/Ea.
Deleterious Material (Concrete Aggr.)	Tex-413-A	$46.50/Ea.
Decantation (Coarse Aggr.)	Tex-217-F (Part II)	$46.50/Ea.
Decantation Test (Fine Aggr. - Conc.)	ASTM C 117 - Tex-406-A	$46.50/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$72.99/Ea.
L.A. Abrasion	ASTM C131 - Tex-410-A	$564.55/Ea.
Soundness (5 Cycle Magnesium Sulfate)	ASTM C 88 - Tex-411-A	$564.55/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$66.47/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	$13.25/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**		
Sand Equivalent	ASTM D 2419 - Tex-203-F	$72.99/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$79.67/Ea.

Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$46.50/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.95/Ea.
Flat & Elongated Particles (Coarse Aggr.)	Tex-280-F	$60.00/Ea.
Coarse Aggr. Ang. – Crushed Face (Coarse Aggr.)	Tex-460-A (Part I)	$80.00/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$86.40/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality

Sieve Analysis (Paving Mix Gradation)	Tex-236-F / Tex-200-F	$90.00/Ea.
Asphalt Content	Tex-236-F	$90.00/Ea.
Voids in Mineral Aggr. (VMA)	Tex-207-F	$110.00/Ea.
Boil Test (Effect of Water on Paving Mix)	Tex-530-C / Tex-531-C	$86.40/Ea.
Indirect Tensile Strength Test	Tex-226-F	$600.00/Ea.
Moisture Content (Paving Mix)	Tex-212-F (Part II)	$15.00/Ea.
Lab Molded Density	Tex-207-F	$80.00/Ea.
Hamburg Wheel Tracker	Tex-242-F	$900.00/Ea.
Field Coring – ACP Thickness	ASTM D 3549	$66.47/Ea.
Pavement Thickness Determination (Full Depth)	ASTM D 3549	$88.45/Ea.
Density of Asphaltic Cores (4 or 6 inch) (Set of 2)	Tex-207-F	$73.04/Ea.
In-Place Air Voids	Tex-207-F	$25.00/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$90.00/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$232.48/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (Part IV)	$39.86/Ea.
Segregation Profile	Tex-207-F (Part V)	$300.00/Ea.
Joint Density	Tex-207-F (Part VII)	$300.00/Ea.
Tack Coat Adhesion	Tex-243-F	$100.00/Ea.
Thermal Profile	Tex-244-F	$175.00/Ea.
Ride Quality	Tex-1001-S	**By Quote**

Pavement Investigation (All Inclusive – QA Verification Field Sample) ~
Includes Core Existing Asphalt for Thickness, Perform Caliche Base Thickness,
Sieve Analysis & Plasticity Index, Stabilized Subgrade Thickness & Plasticity Index — $498.08/Ea.

Concrete/Masonry Field & Laboratory Testing

Temperature Test (Fresh Mix Conc.)	Tex-422-A	No Charge
Slump Test	ASTM C 143 - Tex-415-A	No Charge
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$23.86/Ea.
Air Content (Volumetric)	ASTM C 173	$26.56/Ea.
Casting of Concrete Cylinders	ASTM C 31 - Tex-447-A	No Charge
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192 - Tex-447-A	$12.00/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.92/Ea.
Casting of Grout Prisms	ASTM C 1019	No Charge
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$33.23/Ea.
Casting of Mortar Cubes	ASTM C 780	No Charge
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$32.48/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$232.41/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$232.41/Ea.

***(In Conjunction w/ Field Inspection)**

Miscellaneous Testing

Drilled Shaft Slurry Density	Tex-130-E (Part II)	$25.00/Ea.
Drilled Shaft Slurry Sand Content	Tex-130-E (Part III)	$20.00/Ea.
Drilled Shaft Slurry Viscosity	Tex-130-E (Part IV)	$25.00/Ea.

CMT Engineering Review, Evaluation, Management & Administration

Test Report…….$23.59/Ea.

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:

Mileage…… .55/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

EXHIBIT "E"

Sample Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____
_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D" Fee Schedule***.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

SAMPLE

EXHIBIT "E"

Sample Work Authorization

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County _____,** Commissioner _____ as to content and detail of this **Work Authorization No. 1**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:	**THE OWNER:**
L&G ENGINEERING	**HIDALGO COUNTY**
_____	_____
By: Jacinto Garza, P.E.	**By: Ramon Garcia,**
President	**County Judge**

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Location Map
Exhibit A – Services to be Provided by the Owner
Exhibit B – Services to be Provided by the Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".
WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2013 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to
_____
_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement,** (article title), is revised to

_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2014.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

Exhibit G

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/23/2014

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:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	
INSURED L&G Consulting Engineers, Inc. 2100 W. Expressway 83 Mercedes TX 78570	INSURER B : Continental Casualty Insurance Co.	
	INSURER C : Gemini Insurance Company	
	INSURER D : Texas Mutual Insurance Company	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			5095025836	07/19/2014	07/19/2015	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
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5095026016	07/19/2014	07/19/2015	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	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		TSF0001273119	07/23/2014	07/23/2015	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
C	Professional Liability "claims made"			HPM-DP-00195-00	07/19/2014	07/19/2015	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Ref: Professional Engineering Services. Hidalgo County is named as additional insured on General Liability & Automobile and is provided with 30 days notice of cancellation and waiver of subrogation on General Liability, Automobile & Workers Compensation as required by written contract. Policies are primary/non-contributory when required by written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE <CC>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/2/2014

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 RUBY CASAS INSURANCE AGENCY 702 N Closner Blvd Edinburg, TX 78541	CONTACT NAME: PHONE (A/C, No, Ext): (956) 383-8141 FAX (A/C, No): (956) 278-3246 E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com
INSURED L&G CONSULTING ENGINEERS, INC DBA L&G ENGINEERING 2100 W EXPRESSWAY 83 MERCEDES TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A: TRUCK INSURANCE EXCHANGE — 21709 INSURER B: FARMERS INSURANCE EXCHANGE — 21652 INSURER C: MID CENTURY INSURANCE COMPANY — 21687 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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	605950941	07/19/2014	07/19/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	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						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

HIDALGO COUNTY IS AUTOMATICALLY INCLUDED AS ADDITIONAL INSURED ON THE AUTOMOBILE POLICY AND PROVIDED WITH BLANKET WAIVER OF SUBROGATION IN THEIR FAVOR ON THE AUTOMOBILE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY 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

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Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Partially Executed Contract & WA #1 - Regional Hike & Bike Project

From : Steve Crain <scrain@atlashall.com> Tue, Feb 24, 2015 01:22 PM

Subject : RE: Partially Executed Contract & WA #1 - Regional Hike & Bike Project 1 attachment

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Good to go.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, February 24, 2015 1:14 PM
To: Steve Crain
Subject: Re: Partially Executed Contract & WA #1 - Regional Hike & Bike Project

I have insert to the attached document the auto insurance. 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

From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Tuesday, February 24, 2015 12:14:27 PM
Subject: RE: Partially Executed Contract & WA #1 - Regional Hike & Bike Project

Where is the auto insurance?

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, February 24, 2015 11:07 AM
To: Stephen L. Crain
Subject: Fwd: Partially Executed Contract & WA #1 - Regional Hike & Bike Project

Mr. Crain:

EXHIBIT "E"
Work Authorization

HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-046-03-03
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide:
Engineering services for Feasibility Study for the Hidalgo County Pct. 2 Regional Hike & Bike 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 Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is $**75,588.32**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D" Fee Schedule*****.**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING
This Work Authorization No.1 shall be funded through funding source:
Account No**.** _____
Requisition Number _____

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**.

EXHIBIT "E"
Work Authorization

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hidalgo County Precinct No. 2,** Commissioner **Eduardo Cantu** as to content and detail of this **Work Authorization No. 1**.

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.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
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 Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

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 Feasibility Study of the proposed Regional Hike & Bike Trail located within the Cities of Pharr, San Juan & McAllen and within the limits of South San Antonio Avenue to South 2nd Street in Hidalgo County hereinafter denoted as the **Project**.

GENERAL:

The **Owner** will provide to the **Engineer** the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of the Agreement.

3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the **Engineer** cannot easily obtain.

4) Provide any available relevant data the **Owner** may have on file concerning the **Project**.

5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed upon work schedule prepared in accordance with Exhibit "C" attached to this Work Authorization.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer**.

EXHIBIT "B"

Services to be Provided by the Engineer

PROJECT INFO:

- **Project Name:** **Regional Hike & Bike Trail Feasibility Study**
- **Project Limits:** **From South San Antonio Ave. to South 2nd St.**

GENERAL SCOPE OF WORK:

The work to be performed by the **Engineer** under this Work Authorization shall consist of providing Engineering Services required for a Feasibility Study of the proposed Regional Hike & Bike Trail located within the Cities of Pharr, San Juan & McAllen and within the limits of South San Antonio Avenue to South 2nd Street in Hidalgo County hereinafter denoted as the **Project**.

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified in Exhibit A, "Services to be Provided by the **Owner**".

Specific activities to be performed by the **Engineer,** as generally outlined in the Contract, include the following:

SECTION 2 – FEASIBILITY STUDIES
(Function Code 102)

Services Provided By: ENGINEER	COUNTY	
YES	NO	Preliminary Design Values

The **Engineer** will work with the **Owner** to establish basic design concepts, project controls and general scope of project.

YES	NO	Uncontrolled Mapping (w/Contours & GIS Info)

The **Engineer** will investigate various routes and coordinate with the **Owner** on establishing the best-fit alignment and geometry.

YES	NO	Preliminary Location Design Layout

The **Engineer** will complete a finalized layout for the **Project** upon completion of route studies and all other tasks noted in this Work Authorization. The layout will include final alignment, crossing locations, proposed locations of potential parking access areas, and typical sections.

YES	NO	Preliminary ROW Requirements

The **Engineer** will research and identify affected property owners on the **Project** alignment utilizing the latest appraisal district file information from

Hidalgo County Appraisal District and information from Carson Maps. The **Engineer** will document any easements affecting parcels.

YES NO Preliminary Cost Estimates

The **Engineer** will calculate preliminary construction cost estimates for the finalized locations and geometry of the **Project**. The cost estimates will be developed for two (2) paving scenarios of asphalt pavement option and concrete option.

YES NO Preliminary Environmental Analysis (for fatal flaws)

The **Engineer** will perform "Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.

YES NO Preparation of Project Fact Sheet (Est. Local Cost vs. Total Project Cost)

YES NO Evaluation of Crossings at Major Roadways & Coordination w/ TxDOT

The **Engineer** will coordinate with the **Owner** to establish design options for crossings at major roadways. The crossings will be part of the Design Visualization task of this Work Authorization. Coordination with TxDOT on crossing types/locations is also part of this task.

YES NO Design Visualization

The **Engineer** will develop various design visualizations for the project including exhibits, preliminary layouts, 3-dimensional models & renderings and 3-dimensional videos. The design visualizations will be utilized for all other tasks of this Work Authorization.

YES NO Production of Funding Application

The **Engineer** will coordinate with and assist the **Owner** in preparation of the Hidalgo County MPO TAC Application for 2015 TAPA funding. The **Engineer** will also assist in the development of all necessary attachments to the application.

YES NO Outreach with Affected Municipalities

The **Engineer** will coordinate with the **Owner** to plan meetings with cities and counties for support of the **Project**. In meetings, the **Engineer** will assist in the presentation of project data and visualization. This task may also include informal correspondence (phone, fax, email, etc.)

YES NO Meetings, Coordination & Support for Project Development

The **Engineer** shall provide coordination services and shall assist in meetings and workshops with Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts. The **Engineer** shall serve as representative for the **Owner** in coordination items. The **Engineer** shall coordinate with the **Owner's** staff on all **Project** related items.

EXHIBIT "C"
PROJECT SCHEDULE

	2015											
TASK AND DESCRIPTION	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**
Feasability Study												
Route Studies, Geometrics, Project Exhibits, Cost Estimates												
Design Visualization (Exhibits, Layouts, 3-D Models & Videos, etc.)												
Coordination w/ Affected Parties (Pct #2, HCDD #1, HCID #2, TxDOT, Cities, County, etc.)												
Final Regional Hike & Bike Layout												
HCMPO TAP Funding Application (w/ All Coordination & Attachments)												

EXHIBIT D
FEE PROPOSAL

Regional Hike and Bike Trail
HIDALGO COUNTY PRECINCT #2

		MANHOURS						
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	ROW Administrator	Admin / Clerical	L&G TOTAL HOURS
	TASK							
	WA #1 - Regional Hike & Bike Trail Feasibility Study & TAP Application							
1	Preliminary Design Values	4		8	8			20
2	Uncontrolled Mapping (w/Contours & GIS Info)	16		32	52			100
3	Preliminary Location Design Layout	8	4	32	24			68
4	Preliminary ROW Requirements			8	12	20	4	44
5	Preliminary Cost Estimates	12	8	24	4		4	52
6	Preliminary Environmental Analysis (for fatal flaws)	4		10		2		16
7	Preparation of Project Fact Sheet (Est. Local Cost vs. Total Project Cost)	4	2	10				16
8	Evaluation of Crossings at Major Roadways & Coordination w/ TxDOT	8	10	20				38
9	Design Visualization			12	30			42
10	Production of Funding Application	6	10	16	4		2	38
11	Outreach with Affected Municipalities	12		8				20
12	Meetings & Coordination & Support for Project Development Activities	22	10	28	4		6	70
	Subtotal Hours	**96**	**44**	**208**	**138**	**22**	**16**	**524**
	Hourly Base Rate	$ 70.00	$ 58.00	$ 43.00	$ 30.00	$ 34.00	$ 20.00	
	FY 15 Contract Hourly Rate w/ OH Mult. (178.12%) & Fixed Fee (12.00%)	$ 218.04	$ 180.66	$ 133.94	$ 93.45	$ 105.91	$ 62.30	
	Total Labor Costs	**$ 20,931.84**	**$ 7,949.04**	**$ 27,859.52**	**$ 12,896.10**	**$ 2,330.02**	**$ 996.80**	**$ 72,963.32**

L&G Direct Expenses	**Cost Proposal**
30 Ft. Long by 3.5 Ft. Tall Hike & Bike Overall Exhibit (105 sq. ft.) @ $5.00/sq. ft. - 5 Total Prints	**$ 2,625.00**
Subtotal (Direct Expenses)	**$ 2,625.00**

Grand Total $ 75,588.32

AI -48570 **Purchasing Department** **23. C. 1.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval to execute a Professional Engineer contract/agreement for the provision of construction materials testing services for Pct No. 3 for Border Colonia Round III with L & G Consulting Engineers as authorized and approved for negotiations by CC on 12/16/14;

B. Approval of Work Authorization No. 1 for contract # C-CAP-14-425-12-16 with a proposed fee of $6,911.10 with L & G Engineers Consulting Engineers to provide Construction Materials Testing Services for Round 3 BCAP Project to Hidalgo County Precinct No. 3 for various Border Colonia Access Program Round III Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1312-431-00-123-310-0-339

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

BUDGETARY IMPACT:

Funds available as of 2/26/15.
(Account is still pending rollover from 2014)

FISCAL YEAR: 2015 **ACCT. #:** 5-1312-431-00-123-311-0-339

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

BUDGETARY IMPACT:

Funds available as of 2/26/15.
(Account is still pending rollover from 2014)

Attachments

wa no.1
agrmnt
legals ok

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/24/2015 01:22 PM
Budget & Management	Veronica Ortiz	02/26/2015 10:03 AM
Glinda Pacheco	Glinda Pacheco	02/26/2015 01:08 PM
Auditor's Office	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Yvette Islas		Started On: 02/19/2015 12:00 PM
Final Approval Date: 02/27/2015		

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-14-425-12-16
Work Authorization Form

WORK AUTHORIZATION NO. 01

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for the Border Colonia Access Program (BCAP) Projects in Hidalgo County Precinct No. Three (3).

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$ 6,911.10** . 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. 5-1312-431-00-123-310-0-339 . 5-1312-431-00-123-311-0-339
Requisition Number 272191 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 20__.

THE ENGINEER:
L&G ENGINEERING

By:_____
Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

SERVICES TO BE PROVIDED BY THE OWNER

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: **Border Colonia Access Program (BCAP) Projects in Hidalgo County Precinct No. Three (3)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering** with **Construction Documents, Plans and Specifications** for the **Border Colonia Access Program Projects.**

ATTACHMENT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

ATTACHMENT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: **Border Colonia Access Program (BCAP) Projects in Hidalgo County Precinct No. Three (3)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Border Colonia Access Program (BCAP) Projects in Hidalgo County Precinct No. Three (3).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"

WORK SCHEDULE

ATTACHMENT "C"
Work Schedule

PROJECT: **Border Colonia Access Program (BCAP) Projects in Hidalgo County Precinct No. Three (3)**

Work Schedule

L&G Engineering will provide **Hidalgo County Pct. # 3** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-14-425-12-16.**

ATTACHMENT "D"

COST PROPOSAL

ATTACHMENT "D"
Cost Proposal

PROJECT: **Border Colonia Access Program (BCAP) Projects in Hidalgo County Precinct No. Three (3).**

Contract # C-CAP-14-425-12-16

Colonia Names	
Havana Lomas #4	$3,755.85
Havana Lomas #5	$3,155.25
Total	**$6,911.10**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-CAP-14- 425-12-16

THIS AGREEMENT is made effective the 3rd day of March, 2015 by and between **HIDALGO COUNTY, TEXAS,** ("County") and **L&G Consulting Engineers, Inc.** a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for its Colonia Access Program projects;

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 2, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement

Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:	County of Hidalgo Attention: County Judge 302 West University Drive Edinburg, Texas 78539
If to Laboratory:	L & G Consulting Engineers Inc. 2100 W. Expressway 83 Mercedes, Texas 78570

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

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

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

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

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

29. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

LABORATORY:

L & G Consulting Engineers, Inc.

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on _____

APPROVED AS TO FORM:
Atlas, Hall, & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

EXHIBIT "B"
Scope of Services

PROJECT: **"Construction Materials Testing" Services ("on an as needed basis") for Hidalgo County Pct. No. 3 - Border Colonia Access Program Project within Hidalgo County, Texas**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **Hidalgo County Pct. No. 3 (BCAP)** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering, Inc. will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering will provide **Hidalgo County Pct. No. 3 (BCAP)** with Construction Materials Testing Services upon request. The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **Hidalgo County Pct. No. 3**
- Provide accurate and timely reports to **Hidalgo County Pct. No. 3 (BCAP)** and all/other recipients as designated by the Precinct.

Engineering Services

L&G Engineering will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering is prepared to make a commitment to **Hidalgo County Pct. No. 3 (BCAP)** materials testing needs. L&G Engineering makes every effort to respond to its Clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L&G Engineering prefers to schedule field and laboratory work with as much advance notice as possible. L&G Engineering understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L&G Engineering will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

EXHIBIT "C"

LABORATORY'S RATES

Exhibit "C"
Engineer's Rates
SCHEDULE OF FEES
CONSTRUCTION MATERIAL TESTING SERVICES 2015-2016
TEXAS DEPARTMENT OF TRANSPORTATION- COLONIA ACCESS PROGRAM PROJECTS

		FY 2015/2016
Soils Testing		
Moisture Content Determination	ASTM D2216 - Tex-103-E	$8.25/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$43.85/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$43.85/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$49.35/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$54.85/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$54.85/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$175.45/Ea.
Standard Proctor	ASTM D 698	$164.55/Ea.
Modified Proctor	ASTM D 1557	$175.45/Ea,
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$19.75/Ea.
Determination of Soil pH	Tex-128-E	$71.30/Ea.
Soil-Lime Testing	Tex-121-E	$109.70/Ea.
Resistivity of Soils	Tex-129-E	$93.20/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$49.35/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$60.30/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$191.95/Ea.
Coarse and Fine Aggregate Quality Testing		
Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$38.40/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$71.30/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$54.85/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	*$13.15/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**		
Sand Equivalent	ASTM D 2419 - Tex-203-F	$60.30/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$71.30/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$38.40/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$13.15/Ea.
Concrete and Masonry Field and Laboratory Testing		
Slump Test	Tex-415-A	$16.45/Ea.
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$19.75/Ea.
Air Content (Volumetric)	ASTM C 173	$21.95/Ea.
Casting of Concrete Cylinders	ASTM C 31	$10.95/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$13.15/Ea.
Specimen Prep./Hold/Cure	ASTM C 192	$7.65/Ea.
Pavement Thickness / Asphalt Quality		
Coring – ACP Thickness	ASTM D 3549	$32.95/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$27.45/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$93.20/Ea.

Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$191.85/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	$32.85/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-530-C	$82.20/Ea.

Personnel:	Engineer (Staff)	$139.15/hr.
	Engineering Specialist.....	$60.30/hr.
	Technician (Logger).....	$44.95/hr.
	Technician (Concrete).....	$44.95/hr.
	Technician (Asphalt).....	$44.95/hr.
	Clerical (Adminst.-Reports).....	$43.85/hr.
	Technician (CAD).....	$36.20/hr.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:	Mileage.....	0.488/mi

All other project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

EXHIBIT "D"

WORK AUTHORIZATION FORM

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-CAP-00-000-00-00
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No._ Commissioner___ as to content and detail of this Work Authorization No.__.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (DATE) as indicated below and effective as of _____ day of _____, 20__.

THE LABORATORY:

_____

_____

By: _____

Print Name

THE OWNER:

HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ _____ **20__** concerning Laboratory for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/23/2014

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:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	
INSURED L&G Consulting Engineers, Inc. 2100 W. Expressway 83 Mercedes TX 78570	INSURER B : Continental Casualty Insurance Co.	
	INSURER C : Gemini Insurance Company	
	INSURER D : Texas Mutual Insurance Company	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			5095025836	07/19/2014	07/19/2015	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
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5095026016	07/19/2014	07/19/2015	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	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		TSF0001273119	07/23/2014	07/23/2015	[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
C	Professional Liability "claims made"			HPM-DP-00195-00	07/19/2014	07/19/2015	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

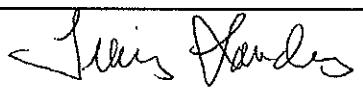
Ref: Professional Engineering Services. Hidalgo County is named as additional insured on General Liability & Automobile and is provided with 30 days notice of cancellation and waiver of subrogation on General Liability, Automobile & Workers Compensation as required by written contract. Policies are primary/non-contributory when required by written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  <CC>

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 7/21/2014

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 RUBY CASAS INSURANCE AGENCY 702 N Closner Blvd Edinburg, TX 78541	CONTACT NAME: PHONE (A/C, No, Ext): (956)383-8141 FAX (A/C, No): E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com
INSURED L&G CONSULTING ENGINEERS, INC 2100 W EXPRESSWAY 83 MERCEDES, TX 78570 956-565-9813	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A: TRUCK INSURANCE EXCHANGE — 21709 INSURER B: FARMERS INSURANCE EXCHANGE — 21652 INSURER C: MID CENTURY INSURANCE CO — 21687 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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	605850941	07/19/2014	07/19/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE ☐ 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	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED ON THE AUTOMOBILE INSURANCE AND IS PROVIDED WITH WAIVER OF SUBROGATION ON THE AUTOMOBILE INSURANCE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

HIDALGO COUNTY
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

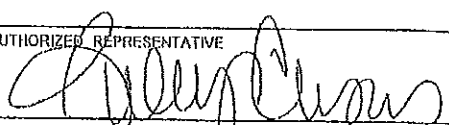

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EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

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: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 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-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ 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 (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

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 ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	**Signature of U.S. person** ▶	**Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently 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

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: LnG agmrnt pct 3

From : Steve Crain <scrain@atlashall.com> Mon, Feb 23, 2015 11:19 AM
Subject : RE: LnG agmrnt pct 3
To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

The agreement is fine.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Monday, February 23, 2015 10:58 AM
To: Steve Crain
Subject: Re: LnG agmrnt pct 3

Please review and advise this the correct agreement, thank you

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: Saturday, February 21, 2015 11:46:16 AM
Subject: RE: LnG agmrnt pct 3

The insurance certificate is for a different engineer.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Friday, February 20, 2015 10:57 AM
To: Steve Crain
Subject: LnG agmrnt pct 3

Please review and advise.

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 -48596 **Purchasing Department** **23. C. 2.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of scoring grid (for the purpose of ranking as qualified by CC) the sole respondent to RFQ No. 2014-364-11-26-YSS Engineering Services for Inspection, Material Testing and Construction Management for Mile 2 North Roadway Reconstruction Project (from La Homa to Moorefield Rd).

Qualifying Respondent	L & G Consulting Engineers, Inc.
evaluator 1	99
evaluator 2	99
evaluator 3	95
average score	96.33

B. Authority for the Purchasing Department to negotiate a professional services contract with the sole responding/qualified No. 1 ranked firm of L & G Consulting Engineers Inc. for the provision of "Engineering Services for Inspection, Material Testing and Construction Management for Mile 2 North Roadway Reconstruction Project (from La Homa Road to Moorefield Road)"

BACKGROUND

RFQ packets requested and distributed for this project by Purchasing Dept. were 14.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1315-431-00-123-094-0-721

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

BUDGETARY IMPACT:

Fully Reimbursable (TXDot)

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Rocio Villarreal	Rocio Villarreal	02/27/2015 11:37 AM
Purchasing Department	Marty Salazar	02/27/2015 01:45 PM
Budget & Management	Veronica Ortiz	02/27/2015 01:48 PM
Glinda Pacheco	Glinda Pacheco	02/27/2015 03:00 PM
Auditor's Office	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Yvette Islas Started On: 02/20/2015 01:36 PM

Final Approval Date: 02/27/2015

HIDALGO COUNTY

"ENGINEERING SERVICES for INSPECTION, MATERIAL TESTING and CONSTRUCTION MANAGEMENT for MILE 2 NORTH ROADWAY RECONSTRUCTION PROJECT (from La Homa Road to Moorefield Road)"

RFQ NO. 2014-364-11-26-YSS

SCORING GRID

QUALIFYING RESPONDENT:	L & G CONSULTING ENGINEERS, INC.
EVALUATOR 1	99
EVALUATOR 2	95
EVALUATOR 2	95
AVERAGE SCORE:	**96.33**

AI -48327 **Purchasing Department** **23. D. 1.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommendation for Commissioners Court to take action regarding the **"Sunflower Park"** project to **"cease"** contract negotiations with the #1 ranked firm for "professional construction management services" with **Prodigy Construction Management** as (selected and ranked by CC on 10/28/14), due to and as per UCP, this project was funded by & through Urban County Program grant funds and ended December 2014**.**

BACKGROUND

CC minutes 10/28/14 - approval by CC ranking and selection
Email from UCP - no additional funding for this project ending December 2014.

Fiscal Impact

Attachments

CC mins of 10-28-14
email frm UCP-not required (project ends in Dec)
email frm UCP to Pct 4-no justification (proj end in Dec 2014)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/27/2015 05:07 PM
Auditor's Office	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Letty Saenz		Started On: 01/29/2015 04:13 PM
Final Approval Date: 02/27/2015		

AGENDA
HIDALGO COUNTY COMMISSIONERS COURT MEETING
October 28, 2014
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR 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-47171** Presentation from the City of McAllen relating to the creation of Reinvestment Zone Number One, City of McAllen, Texas.

B. **AI-46998** Discussion, consideration, and action on letter regarding increased access to healthcare coverage for all Texans.

C. **AI-47156** Discussion regarding a possible decrease for the Hidalgo County Tax Rate contingent on passage of the Hidalgo County Hospital District.

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

D. **AI-47086** Discussion, consideration, and approval of revisions to the Non-Travel Meals, Refreshments, and Related Expenses Policy, Guidelines & Procedures.

E. **AI-47012** Indigent Defense (1100):
1. Discussion, consideration and approval of resolution authorizing the submittal of the 2015 Indigent Defense Formula Grant with the Texas Indigent Defense Commission.
2. Authorization for County Judge to sign the required documents.

F. **Budget Appropriations:**

1. **AI-47031** Constable Precinct No. 1 (1100):
A. Approval of Certification of Revenues by the County Auditor.
B. Approval of 2014 appropriation of funds for the Constable Precinct No. 1 in the amount of $11,238.75 to fund the repairs for a vehicle (unit #101) that was involved in an accident on 09/10/14.

2. **AI-46874** Constable Precinct No. 4 (1100):
A. Approval of Certification of Revenues by the County Auditor.
B. Approval of 2014 appropriation of funds for the Constable Precinct No. 4 in the amount of $1,670.67 to fund the repairs for vehicle (unit # 418) that was involved in accident on 08/15/14.

22. **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-47150** Presentation for discussion,consideration, action and/or approval to request authority to advertise an RFP (Request for Proposals for "Professional Energy Consulting Services" for Hidalgo County with approval of procurement packet (i.e., specifications/requirements, legal notice and draft requirement agreement etc.) as attached hereto including the authority to re-advertise project in the event that no reponses are received and/or are rejected and project is still required.

2. **AI-46788** Presentation for award by CC of sole responsible vendor submitting the lowest and best bid (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements including approval of the contract for: RFB titled: Hidalgo County (for all funding sources) Laboratory Services through project No.: 2014-288-10-01-MEG

4. **AI-47155** Acceptance and approval of the construction contract documents for Hidalgo County Precinct No. 2: "Equipment and Maintenance Facility On-Site Civil Improvements Concrete Work" project (CC award action AI-46924, 10/14/14) to RDH Site and Concrete, LLC, in the total amount $75,549.90, subject to legal counsel's final review and approval w/Contract# C-14-353-10-14.

5. **AI-47081** Requesting acceptance and approval of Work Authorization No. 1 (with an estimated cost of $5,945.25) as submitted by Millennium Engineers Group, Inc., Contract #C-14-300-09-09, for Construction Materials Engineering Services for the Pct. 2 Cesar Chavez (FM 495 North approx 1,280 LF) Road improvements project.

6. **AI-47127** Approval of the following requisitions listed for operating expenditures exceeding $25,000:

Requisition No.	Vendor	Amount
265608	Frontera Materials, Inc.	$30,624.00
265883	The Playwell Group	$90,970.48

7. **AI-47100** Requesting acceptance and approval of Work Authorization No. 5 (with an estimated cost of $13,094.50) as submitted by Millennium Engineers Group, Inc., Contract #C-14-300-09-09, for Construction Materials Engineering Services for the Pct. 2 Nolana Loop (Raul Longoria to Cesar Chavez) Improvements Project.

G. Pct. 3

1. **AI-47003** As required by statutory process and further detailed/required by TXDOT, Selection/Designation of “Evaluation Committee” to grade, score, and evaluate the Statements of Qualifications received in response to the RFQ “Construction Management, Inspection, and Material Testing Services for Mile 2 North Roadway Project”.

2. **AI-47124** Acceptance and approval to execute an "On Call" professional engineering services contract with L&G Consulting Engineers, LLC for, "Geo-Technical & Construction Materials Testing for All Projects" for Precinct No. 3 as approved for negotiations on 9/9/14.

H. Pct. 4

1. **AI-47054** Acceptance and approval to award proposal received in the amount of $18,048.59 from Herrera and Hunt, Inc., awarded Job Order Contractor through County's participation with HCDE-Choice Facility Partners JOC contract No. JOC-09-040JC-07, for the project: Hidalgo County Precinct No. 4 -"Monument Sign for Precinct No. 4 Annex Building on "M" Road". (2014-157-MSS)

2. **AI-46950** Presentation for HCCC to award of sole responsible vendor submitting the lowest and best bid (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements including contract for Request for Bid titled Hidalgo County Precinct No. 4 - "Hauling Services for all Road Material (excluding Hot Mix) through project No.: 2014-322-09-24-SGS.

3. **AI-47113** A. Acceptance and approval of Amendment No.1 to Professional Services Agreement #C-14-330-09-09 with L&G CONSULTING ENGINEERS INC. d/b/a L&G ENGINEERING (to replace Exhibit C-Construction Material Testing Laboratory Rates for FY 2014-2015) for the purposes of "on call" "Geo Technical and Construction Material Testing Services for projects located in Hidalgo County Precinct No. 4.

B. Acceptance and approval of Amendment No. 1 to WA#1 (correction to Attachment C-Work Schedule & D-Cost Proposal with cost remaining the same) in connection to Agreement (C-13-188-02-11) with TEDSI INFRASTRUCTURE GROUP, INC. for the purposes of "professional engineering services" for Reconstruction of Mon Mack Rd from (Mi 11 N. Rd N. for 0.4 Mi) located in Hidalgo County Precinct No. 4.

C. Acceptance and approval of Amendment No. 1 to WA#1 (correction to Attachment C-Work Schedule & D-Cost Proposal with cost remaining the same) in connection to Agreement (C-13-189-02-11) with TEDSI INFRASTRUCTURE GROUP, INC. for the purposes of "professional engineering services" for Reconstruction of Roosevelt Rd. from the junction with Owassa Rd. to FM 1423 (Valverde Rd.) located in Hidalgo County Precinct No. 4.

4. **AI-47121** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering 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 management services for Sunflower Park Pct No.4

Totals	Prodigy Construction	RH Shackelford, Inc.,	Guzman & Munoz Engineering and Surveying
Scores	98	94	95
Ranking			

APPROVED C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm PRODIGY CONSTRUCTION MGT for construction management services for Sunflower Park in Pct No.4.

I. **Health & Human Services Dept.**

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Re: Prodigy Construction Management

From : Diana Serna <diana.serna@co.hidalgo.tx.us> Mon, Nov 17, 2014 04:27 PM

Subject : Re: Prodigy Construction Management 1 attachment

To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Cc : Maria Lucio <maria.lucio@co.hidalgo.tx.us>, gloria beltran <gloria.beltran@co.hidalgo.tx.us>, Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>, marcos.lopez <marcos.lopez@co.hidalgo.tx.us>, steven Hidalgo Co cruz <steven.cruz@co.hidalgo.tx.us>, Moises Salazar <moises.salazar@co.hidalgo.tx.us>, darlene betancourt <darlene.betancourt@co.hidalgo.tx.us>, Antonio Barco <antonio.barco@co.hidalgo.tx.us>, Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us>

Hi Marty,

Thank you for including me in this email. UCP is paying for the Architect for the Park and for the construction of the Park. The precinct hired the Engineer prior to our participation in the actual construction of the project. UCP staff properly secured the services of an Architect following established procurement procedures and acquired the services of a construction company through the sealed bid process. Although Sunflower Park is to be completed in several phases, UCP currently does not have any funding in our workplans for the continuation of this Park improvement utilizing Community Development Block Grant funds. As for UCP participating in the "Construction Management Contract", the answer is absolutely not. Our contract with the Architects on our projects requires that the Architect conduct weekly site visits to ensure that the contractor is constructing the project in the manner in which the project was designed. I have the same questions you do as to why a construction management company would be needed, specifically for the construction of a park.

According to our workplans, the following were to be included in Phases II and III in the development of this park: construction of a parking facility, restroom facilities, solar lighting, walking trail, baseball and/or soccer field, basketball pavilion, purchase and installation of BBQ pits and the construction of a versatile sport field and work-out stations. I hope this helps.

Diana R. Serna, Director
Urban County Program

427 E. Duranta Avenue, Suite 107
Alamo, TX 78516
Office # 956-787-8127
Fax # 956-318-2988

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "diana serna" <diana.serna@ucp.co.hidalgo.tx.us>
Cc: "gloria beltran" <gloria.beltran@co.hidalgo.tx.us>, "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>, "marcos.lopez" <marcos.lopez@co.hidalgo.tx.us>, "steven Hidalgo Co cruz" <steven.cruz@co.hidalgo.tx.us>, "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>, "darlene betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Monday, November 17, 2014 3:04:40 PM
Subject: Re: Prodigy Construction Management

Ms. Lulu and Ms. Diana:
First, if this project is being administered through UCP, is it because they are funding both Arch. & Const. contracts? Will UCP be funding the "Construction Management" aspect of the project? What exactly are Phases II & III?

Second, I would want to know why would Pct. need a construction manager for the CRC if it's completion date was 11-13-14? What would be point? I need more information. But from what you have given, I cannot understand how a construction manager would be necessary.

As soon as Ms. Serna provides me with her response, and I have more clarity on Phases II & III, I can give you a better answer or recommendation.
Yours truly,
Marty S.

From: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "gloria beltran" <gloria.beltran@co.hidalgo.tx.us>, "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>, "marcos.lopez" <marcos.lopez@co.hidalgo.tx.us>, "steven Hidalgo Co cruz" <steven.cruz@co.hidalgo.tx.us>, "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>
Sent: Monday, November 17, 2014 11:43:32 AM
Subject: Prodigy Construction Management

Good Morning Ms. Marty,

I would like to get clarification on negotiating a contract for Prodigy Construction Management for Sunflower Park and the San Carlos Community Resource Center. On October 28th Precinct 4 took action to select and negotiate a contract with Prodigy Construction Management for "Sunflower Park" (AI-47121). Precinct 4 would like to know if the contract can be awarded to this firm given the fact that the Construction and Architectural Contracts are being administered through Urban County Program. If the Precinct would like for this vendor to assist in the closing out of this project (Phase I final completion date Dec. 12, 2014) and continue with the construction management for Phase II and III would this contract be handled through the Purchasing Department? If so would the contract be considered separate and apart from Urban County's and would it be a contract specifically for Precinct 4?

Another question is if the selection was specific for "Sunflower Park" not the San Carlos CRC, does this mean that we would have to rescind the action taken on October 28th to include the San Carlos CRC? The completion date for the San Carlos CRC as per the last approved change order was November 13th, after this no other change order has been requested by the Contractor. Can we still proceed in contracting with Prodigy? Lastly, since Foremost's contract expired as of 11-13-14 and the project is still not complete can a change order still be done or will liquidated damages be assessed? Please Advise.

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

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26 KB

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Re: Sunflower Park

From : Diana Serna <diana.serna@co.hidalgo.tx.us> Mon, Nov 17, 2014 04:34 PM

Subject : Re: Sunflower Park 1 attachment

To : Maria Lucio <maria.lucio@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Cc : Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us>, 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>, Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>, Moises Salazar <moises.salazar@co.hidalgo.tx.us>, darlene betancourt <darlene.betancourt@co.hidalgo.tx.us>, Antonio Barco <antonio.barco@co.hidalgo.tx.us>, Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us>

Hi Lulu,

There is no justification on why a "Construction Management Services" company is necessary for a Park that is to be completed by December 12th. Please refer to my response to Ms. Salazar. Please remember that we always have to justify our actions to HUD.

Diana R. Serna, Director
Urban County Program
427 E. Duranta Avenue, Suite 107
Alamo, TX 78516
Office # 956-787-8127
Fax # 956-318-2988

From: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
To: "diana serna" <diana.serna@ucp.co.hidalgo.tx.us>

Cc: "Guadalupe V. Garcia" <guadalupe.garcia@co.hidalgo.tx.us>, "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>, "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>, "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>, "darlene betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Monday, November 17, 2014 3:18:03 PM
Subject: Sunflower Park

Good Afternoon Ms. Serna,

I sent the following message to Marty Salazar trying to get clarification on the following:

"I would like to get clarification on negotiating a contract for Prodigy Construction Management for Sunflower Park and the San Carlos Community Resource Center. On October 28th Precinct 4 took action to select and negotiate a contract with Prodigy Construction Management for "Sunflower Park" (AI-47121). Precinct 4 would like to know if the contract can be awarded to this firm given the fact that the Construction and Architectural Contracts are being administered through Urban County Program. If the Precinct would like for this vendor to assist in the closing out of this project (Phase I final completion date Dec. 12, 2014) and continue with the construction management for Phase II and III would this contract be handled through the Purchasing Department? If so would the contract be considered separate and apart from Urban County's and would it be a contract specifically for Precinct 4?"

Can Precinct 4 select the following vendor for the remaining phases of Sunflower Park if we have funding available? If so what route do you suggest we take that complies with UCP regulations as well. Thank you for your assistance we look forward to your response.

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

County of Hidalgo Seal.bmp
26 KB

AI -48703 **Purchasing Department** **23. D. 2.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, 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) for a professional service;

B. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County's approved "pool" of Engineering Firms for the provision of "professional engineering services" for Project: **FM 1925 (from 10th Street to McColl Road)** (***a TxDOT Project***) located in **Hidalgo County Precinct 4;**

ENGINEERING FIRMS:

Totals	L&G Engineering	Building Transportation Infrastructure, Inc. d/b/a BTI	Fulcrum Consulting Services
Scores	98	93	92
Ranking			

C. Authority for the Purchasing Department to negotiate a professional engineering services agreement for Project: **FM 1925 (from 10th Street to McColl Road)** (***a TxDOT Project***) located in **Hidalgo County Precinct 4,** commencing with the No.1 ranked firm _____ for Engineering Services.

BACKGROUND

SCORE GRID BY PCT 4 (GRADER MARCOS LOPEZ)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

*Note: Funding Source to be identified by Precinct #4 staff and/or Budget Department.

Attachments

GRID-ENG SVCS-FM 1925 (10th St to McCOLL RD) Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/27/2015 05:26 PM
Auditor's Office	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Letty Saenz		Started On: 02/27/2015 02:57 PM
Final Approval Date: 02/27/2015		

PROFESSIONAL ENGINEERING SERVICES

for

"FM 1925 (from 10TH STREET to McColl Road)"

HIDALGO COUNTY PRECINCT No. 4

Scoring & Evaluation GRID

Engineering Firms

Total Scores	L&G Engineering	Building Transportation Infrastructure, Inc. d/b/a BTI	Fulcrum Consulting Services
Evaluator 1	98	93	92
RANKING			

Scoring/Evaluation-completed by HC Precinct No. 4-Marcos Lopez

AI -48489 **Purchasing Department** **23. E. 1.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Sealed Quotes titled: Hidalgo County Sheriff's Office-" Kitchen Equipment and Appliances Maintenance & Repair Services" through project No.: 2015-024-01-16-SGS.

BACKGROUND

1. 4 procurement packets were requested/distributed to vendors
2. 2 bid submitted with one not meeting specifications
3. Contract will commence upon approval of Commissioner's Court.4
4. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-423-21-280-002-0-430

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

BUDGETARY IMPACT:

S.O. (jail) $ 95,788.76 as of 02/20/15

on an "as needed basis)

Attachments

Recommendation, tab , participation log & expenditures

Legal approval

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/27/2015 05:13 PM
Auditor's Office	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Sandy Suarez		Started On: 02/12/2015 01:42 PM

Final Approval Date: 02/27/2015

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

ATTN: Richard Ozuna, Captain / Juan Tapia, Procurement Specialist

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: January 20, 2015

RE: **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST**
Bid No. **2015-024-01-16-SGS-Hidalgo County Sheriff's Office-"Kitchen Equipment and Appliances Maintenance & Repair Services"**

We have received a sole bid (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response 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 Monday, January 26, 2015 @10:00 A.M. in order to place this item on the agenda for Commissioners Court Meeting.**
If you choose to reject, state reason and return to me.

Indicate the name of the Vendor(s) in the box below and Account number to be utilized. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS: Please Award Contract To ITW-Hobart
Budget Acct No.: _____

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Richard Ozuna	HCSO	2-13-15

Enclosures

Lgd. Delia Garza

TABULATION SHEET
HIDALGO COUNTY SHERIFF'S OFFICE
"Kitchen Equipment and Appliances Maintenance and Repair Services"
RFSQ NO. 2015-024-01-15-SGS

NIGP CODE: 931-30

#	DESCRIPTION	SERIAL #
1	Braising Pan, Ml52351	46-2002177
2	Braising Pan, Ml52351	46-2004677
3	Vulcan Gas Convection	481396552
4	Vulcan Gas Convection	481396554
5	Vulcan Gas Convection	481396555
6	Vulcan Gas Convection	481396556
7	Battered Fryers W/F	481395770
8	Med Duty Gas Range	481394777
9	Griddle **Obsolete	601111063
10	1 Sec Hot Box Wide	058327-C
11	1 Sec Hot Box Wide	058328-C
12	Buffalo Chopper	561-146623
13	Food Slicer	146745/146747
14	Braising Pan ML 126848	46-3002284
15	Compact Water Softener	00741129
16	Combi Oven	DR 1000804
17	Combi Oven	DR 1000815
18	Food Slicer	561146745
19	Four Open Top Burner	481703388
20	Vulcan Gas Convention	481704397
21	Vulcan Gas Convention	481701269
22	Vulcan Gas Convention	481704271
23	Vulcan Gas Convention	481704270
24	Dish Washing Machine	271192621

	VENDORS	
	ITW- HOBART	**COMMERCIAL KITCHEN** Did not meet requirements
Mark Up (%) Rate For Parts	**0%**	30 % *1
Warranty- Parts & Service	**90 days**	90 days or Mfg
Hourly Rate For Repair & Maintenance	**$ 128.00 8:00 –5:00**	$ 78.00 8:00-5:00
After Hour Rate	**$ 234.00 5:00-8:00**	$ 117.00 5:00-8:00 *2
Second Technician Hourly rate – "as needed basis"	**$ 128.00**	$ 39.00
Second Technician Hourly rate –After hours "as needed basis"	**$ 234.00 *1**	$ 78.00
Response Time - 8-5 PM	**6 hrs *2**	12 hrs
Response Time After Hours, Weekends & Holidays (emergency)	**4 hrs**	12 hrs
COMMENTS:	*1 After hrs.-all day-weekends-holidays *2 Calls after 1pm- done following day- unless OT is approved	*1 Hobart -only, markup is over list price, all others sold at mfg list price. *2 Weekend-Holiday rate is from Friday or day before Holiday to 8:00 Monday or day after Holiday. ***Vendor notes:** Special order parts are subject to shipping & handling charges and/or parts pickup fee of $39.00 for each order. ***Vendor note: S**tating not all MFGs offer list pricing.

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/SEALED QUOTE PACKETS
IBF-RFP-RFQ-RFI

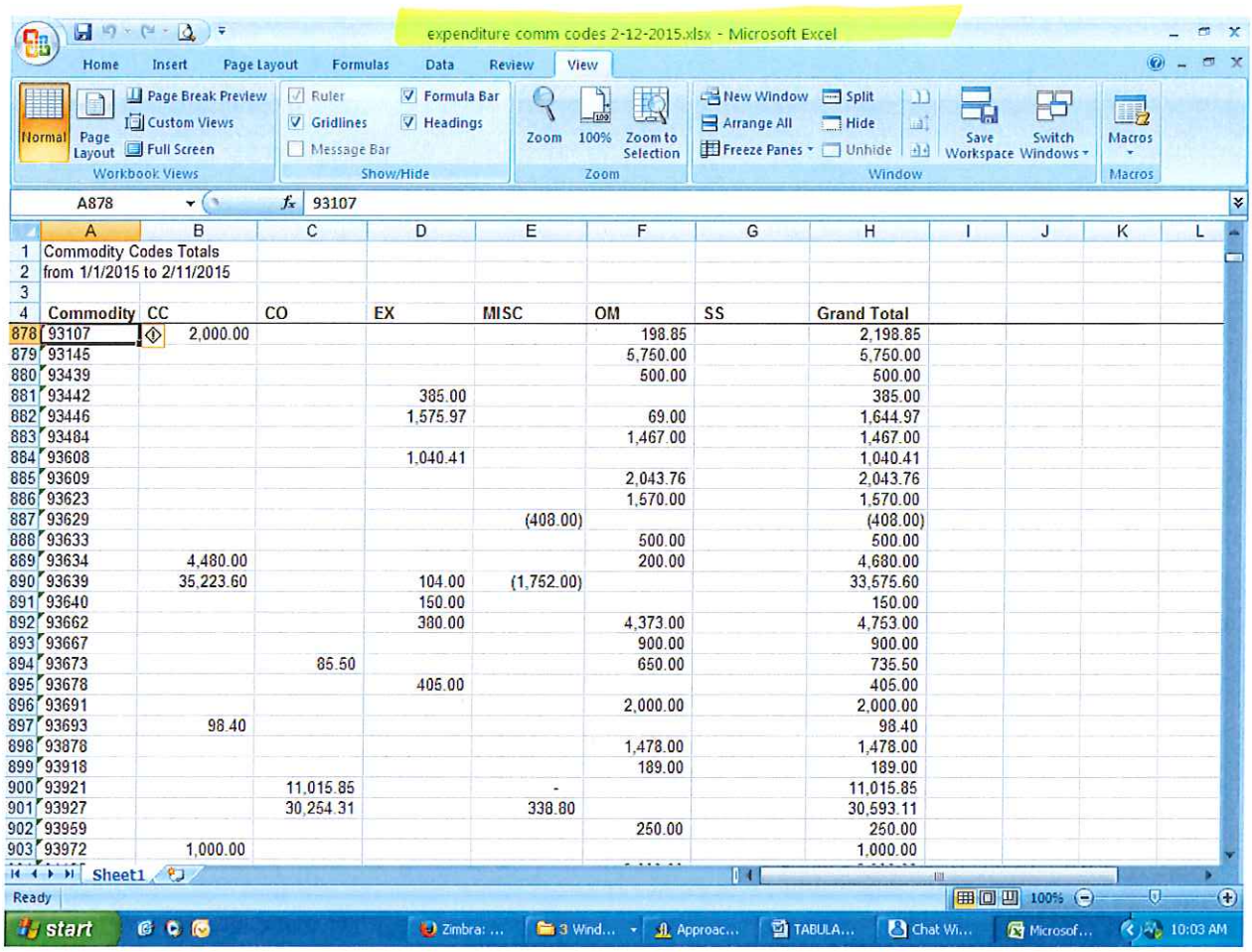
RFSQ DUE/OPENING DATE: JANUARY 16, 2015 QUOTE OPENING TIME: 11:00 A.M.

DEPARTMENT/QUOTE DESCRIPTION: Hidalgo County Sheriff's Office- "Kitchen Equipment & Appliances Maintenance and Repair Services- Jail"

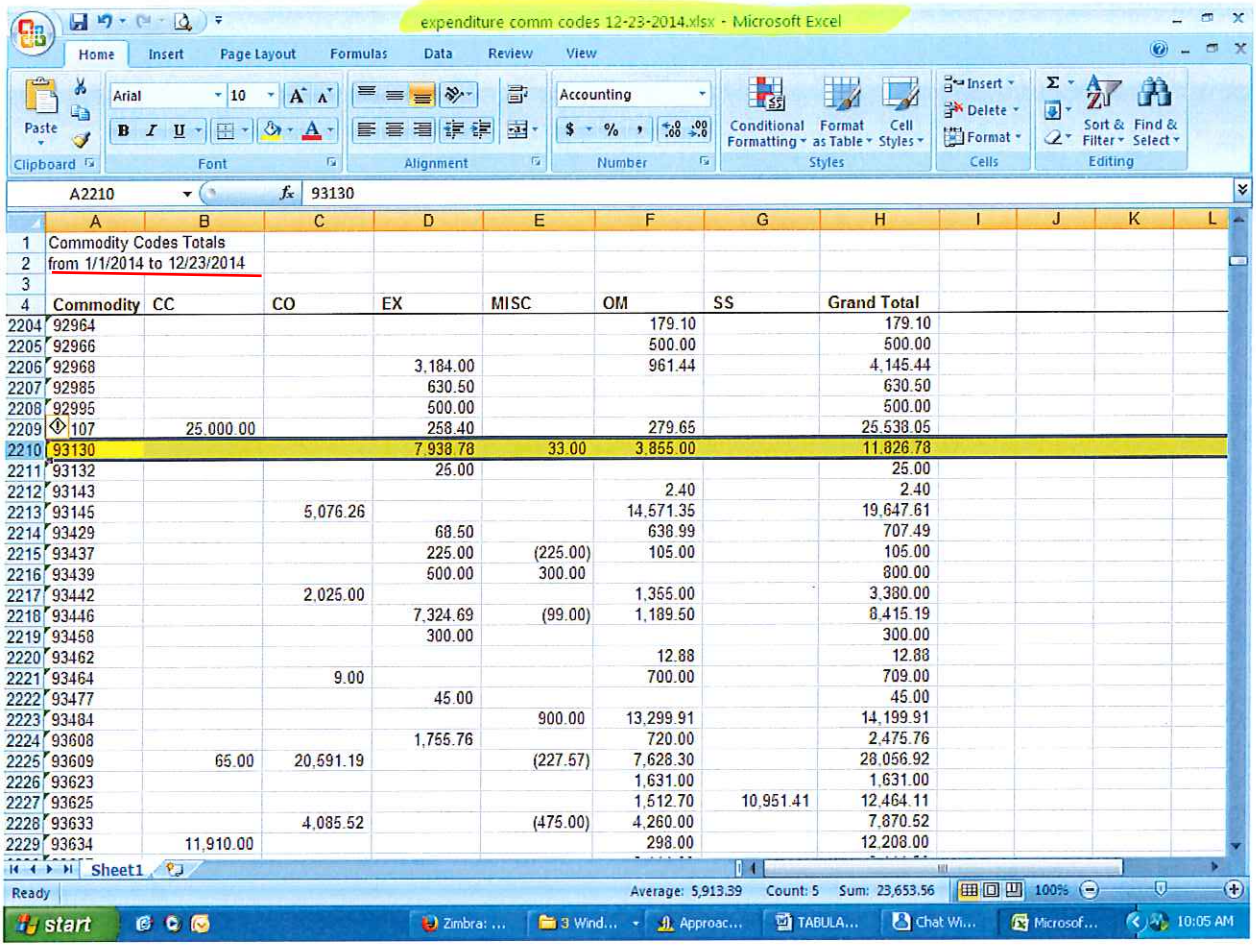
RFSQ NO.: 2015-024-01-16-SGS

NAME OF VENDOR: COMPANY/FIRM	QUOTE REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. ITW Food Equipment dba Hobart Corp. **Attn:** Greg Garvey	Email	Sandy Suarez	12/30/14	1200 E. Hackberry McAllen Tx. 956- 618-1817 ext 2222 james.westbrook@hobartservice.com
2. United Restaurant Supply **Attn: Mike Pinon**	Email	Sandy Suarez	12/30/14	600 N. Conway Mission Tx. 956-519-8555 mpinoniii@yahoo.com
3. Commercial Kitchen **Attn: Carl McNeal**	Email	Sandy Suarez	12/30/14	1377 N. Brazos San Antonio, Texas 78207 956-664-8267 x 6407 Local carl@commercialkitchen.com Leo Guerra-McAllen Area 956-664-8267** **leo@ckps.com**
4. National Commercial Equipment Attn: Rick Andreatos	Email	Sandy Suarez	12/30/14	704 Mozelle Pharr, Texas 78577 956-668-8839 ncerservice@yahoo.com

***VIA EMAIL:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)



As of 02/12/15 - No expenditures for Commodity Code-93130 (Kitchen Equipment Maintenance & Repair Services, Commercial)



Commodity Codes Totals
from 1/1/2014 to 12/23/2014

Commodity	CC	CO	EX	MISC	OM	SS	Grand Total
92964					179.10		179.10
92966					500.00		500.00
92968			3,184.00		961.44		4,145.44
92985			630.50				630.50
92995			500.00				500.00
107	25,000.00		258.40		279.65		25,538.05
93130			7,938.78	33.00	3,855.00		11,826.78
93132			25.00				25.00
93143					2.40		2.40
93145		5,076.26			14,571.35		19,647.61
93429			68.50		638.99		707.49
93437			225.00	(225.00)	105.00		105.00
93439			500.00	300.00			800.00
93442		2,025.00			1,355.00		3,380.00
93446			7,324.69	(99.00)	1,189.50		8,415.19
93458			300.00				300.00
93462					12.88		12.88
93464		9.00			700.00		709.00
93477			45.00				45.00
93484				900.00	13,299.91		14,199.91
93608			1,755.76		720.00		2,475.76
93609	65.00	20,591.19		(227.57)	7,628.30		28,056.92
93623					1,631.00		1,631.00
93625					1,512.70	10,951.41	12,464.11
93633		4,085.52		(475.00)	4,260.00		7,870.52
93634	11,910.00				298.00		12,208.00

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Revised---Review & Approve -Contract # C-15-024-03-03-ITW dba Hobart

From : Steve Crain <scrain@atlashall.com> Fri, Feb 27, 2015 01:17 PM

Subject : RE: Revised---Review & Approve -Contract # C-15-024-03-03-ITW dba Hobart 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, February 27, 2015 10:33 AM
To: Stephen L. Crain; Marynel Trevino
Cc: Sandy Suarez
Subject: Re: Revised---Review & Approve -Contract # C-15-024-03-03-ITW dba Hobart

Good morning, Mr. Crain-

Please review and approve contract document (attached hereto) with revisions as advised.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Thursday, February 26, 2015 1:10:44 PM
Subject: FW: Review & Approve -Contract # C-15-024-03-03-ITW dba Hobart

See the attached page 2 please make revisions.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-024-03-03

THIS CONTRACT is made and entered into this **3rd** day of **March, 2015** by and between the **County of Hidalgo, Texas** ("County"), and **ITW Food Equipment Group, LLC** d/b/a **HOBART SERVICES** ("Company").

WHEREAS, Company responded to notices of Request for Sealed Quotes (RFSQ) for **"Kitchen Equipment/Appliances Maintenance & Repairs Services" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); 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 Sealed Quotes (RFSQ) Procurement Packet, attached hereto and incorporated herein the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations within the **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 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 **one (1) year**, commencing on **March 3, 2015** and expiring on **March 2, 2016,** but in no event to exceed the $50,000.00 statutory bid limit per calendar year, with the County's sole option to renew/extend for an additional one (1) year term, under the same rates, terms and conditions. County also reserves the right to continue this Request for Sealed Quotes (RFSQ) 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 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 employment of Company who operate such 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

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 and incorporated herein 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:

to County: The County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company **ITW Food Equipment Group, LLC**
d/b/a **HOBART SERVICES**
1200 East Hackberry, Suite C
McAllen, Texas 78501

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

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (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.

19. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ____ day of _____, **2015.**

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
ITW Food Equipment Group, LLC d/b/a **HOBART SERVICES**

By:_____

Printed Name: Greg Garvey

Title: Territory Manager

EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 30, 2014

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY SHERIFF'S OFFICE***
"KITCHEN EQUIPMENT AND APPLIANCES MAINTENANCE & REPAIR SERVICES"
RFSQ No*: 2015-024-01-16-SGS*

Dear Participant(s):

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFSQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Sandy Suarez,
Hidalgo County Buyer II

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 272-7612

REQUEST FOR SEALED QUOTES (RFSQ)

TABLE OF CONTENTS

HIDALGO COUNTY SHERIFF'S OFFICE
"KITCHEN EQUIPMENT AND APPLIANCES MAINTENANCE& REPAIR SERVICES"
RFSQ NO: 2015-024-01-16-SGS

Item	Description	No. of Pages
1.	Request for Sealed Quotes Letter	1
2.	Request for Sealed Quotes, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	4
4.	Exhibit B, Quote Page	3
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Contract	9

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) 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.

Sandy Suarez, Buyer II

December 30, 2014
Date

LEGAL NOTICE

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY SHERIFF'S OFFICE

"Kitchen Equipment and Appliances Maintenance & Repair Services"

RFSQ No.: 2015-024-01-16-SGS

RFSQ: 2015-024-01-16-SGS	Buyer II: Sandy Suarez	Tel. No: (956) 318-2626 ext 4860

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY SHERIFF'S OFFICE "KITCHEN EQUIPMENT AND APPLIANCES MAINTENANCE & REPAIR SERVICES"

DUE DATE:
January 16, 2015 @ 11:00 A. M.

Contact Person:

Sandy Suarez, Buyer
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 X 4860

Form HCPD-03

LEGAL NOTICE

RFSQ No: 2015-024-01-16-SGS

1. Sealed quotes will be received for **HIDALGO COUNTY SHERIFF'S OFFICE –" KITCHEN EQUIPMENT AND APPLIANCES MAINTENANCE & REPAIR SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants 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 RFSQ.

2. All RFSQs are required with the Participants 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; **RFSQ NO. 2015-024-01-16-SGS - HIDALGO COUNTY SHERIFF'S OFFICE – " KITCHEN EQUIPMENT AND APPLIANCES MAINTENANCE & REPAIR SERVICES"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 11:00 a.m., FRIDAY, JANUARY 16, 2015 FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFSQ 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 RFSQ NO. : 2014-024-01-16-SGS.** Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ 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 RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so.

4. The Participant shall not substitute items named in the RFSQ 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 Participant, or to reject all RFSQs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.

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, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this RFSQ 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 RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

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 RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor=s Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- 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
Sandy Suarez, Buyer II
(956) 318-2626 x 4860

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful Participant
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE – KITCHEN**

EQUIPMENT AND APPLIANCES MAINTENANCE & REPAIR SERVICES" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
Attn: Accounting Department
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17. Schedule of Events

Sealed Quote Opening, 11:00 AM	**JANUARY 16, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. ~~RFSQ or Performance Bond; Payment under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ bond must be executed with a surety company authorized to do business in Texas.~~

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a RFSQ, and prior to commencement of the actual work, the Participant 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 RFSQ awarded, the successful Participant'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. RFSQs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- 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 Participant 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 Participant'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 Participant 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 Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful Participant 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 Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ 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 Participant 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 Participants 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 Participant.

28. Successful Participant 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 RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant 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 Participant 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.

RFSQ
For
HIDALGO COUNTY SHERIFF'S OFFICE
"KITCHEN EQUIPMENT AND APPLIANCES MAINTENANCE & REPAIR SERVICES"
RFSQ NO.: 2015-024-01-16- SGS

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 Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"KITCHEN EQUIPMENT AND APPLIANCES MAINTENANCE AND REPAIR SERVICES"
RFSQ NO. 2015-024-01-16-SGS

SPECIFICATIONS:

Hidalgo County Sheriff's Office is seeking qualified vendors for Kitchen Equipment and Appliances Maintenance and Repair Services at the County Jail.

SCOPE

The scope of this contract is to furnish preventive maintenance on an **"AS NEEDED BASIS"**, all labor, parts, materials, tools, equipment, and supervision for repairing the following kitchen equipment for the Hidalgo County Sheriff's Office.

METHOD OF AWARD may be awarded on a **lowest** Hourly rate received, **lowest** % Mark-up (if applicable) for parts and response time.

For items under Manufacturer's warranty, warranty will prevail until expiration of that warranty, thereafter this agreement will commence.

The requirements listed above are intended as an aid to the Contractor to acquaint them with what could be required to execute the work on this contract. Any item that might be needed and not herein specified shall be furnished and installed by the Contractor in accordance with the terms of this contract.

All work for repairs must be performed on a time and materials basis.
If required a second Technician may be utilized for assistance, but only on an "As Needed Basis"

TOOLS, EQUIPMENT, MATERIALS AND JOB SITE SAFETY

It must be the sole responsibility of the Contractor performing services for the contract to safeguard their own materials, tools, and equipment. The County shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

All work being performed for and/or on Hidalgo County property shall fully conform to all local, state and federal safety regulations, which may include, but not limited to OSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used.

If requested by the County, all existing mechanical and electrical systems and mechanisms within the area of the affected area by this work shall be checked by the Contractor in the presence of the County's representative for proper operation before and after completion of the work.

REQUIREMENTS:

- **Repair Service:** All services will be performed upon request of Sheriff's Office by the awarded vendor(s) during normal business days and hours. (Unless otherwise instructed by Hidalgo County Sheriff's Office)
- **Replacement Parts:** All replacement manufactured parts will be provided pursuant to the term contract.
- **All prices** for repairs, installation, removals will be on an hourly time basis and shall include consideration for labor, plus parts percentage mark up; (if applicable). **Any and all additional fees should be included in bid price.** (Exhibit "B").
- **Manufacturer Price List:** Pricing should be based on a discount from a manufacturer's price list or catalog or fixed price or a combination of both with indefinite quantities. An Electronic Catalog and/or price lists must accompany invoices upon submitting for payment.
- **Award Vendor:** Upon submitting invoices for Mark up prices, must provide invoices in a format as SAMPLED in Exhibit "B" with all supporting documentation. Any additional item(s) that might be needed/required and not herein specified shall be honored with the terms of this contract.

- **Service Calls:** All service calls will have a response time within twelve (12) hours.
- **All services** will be done on an "**As Needed Basis".**
- **Workmanship:** All work shall be complete in a neat and orderly fashion. All debris shall be cleaned up and removed.
- **Vendors**: submitting bid must warranty all services performed/parts.
- **All workers:** shall wear a Company uniform and ID badge as required.
- Costs are to be net F.O.B. County Prepaid.

TERMS & CONDITIONS

1. Term of contract shall be for a period of one (1) year commencing upon termination upon current contract with the County's option to extend for an additional (1) one year at the same rate and terms.

2. Hidalgo County reserves the right to continue this quote for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new quote for the next contract term.

3. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4. Hidalgo County will seek purchases and/or services from state awarded vendors whenever it is in its best interest to do so.

5. Hidalgo County reserves the right to reject any/all quotes, to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to the County.

6. Hidalgo County reserves the right to award to **one or to multiple vendors,** whichever is in the best interest of the County.

7. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

8. Any contract awarded to a successful awarded vendor(s) will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.

9. Hidalgo County reserves the right to award canceled contract to next lowest awarded vendor(s) as it deems to be in the best interest of the County.

10. The successful awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits through out the contract term, as described and listed in: Exhibit C Insurance Requirements.

11. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

12. Vendor will make arrangements with the Hidalgo County Purchasing Department to view and inspect equipment prior to submitting quote (if necessary).

13. **Name Brands**: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or

   supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Friday, January 09, 2015 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Tuesday, January 13, 2015 by 5:00 P.M.

Equipment to be covered under Service Agreement, but not limited too,

#	MODEL	DESCRIPTION	SERIAL #
1	G40TB-SEFACS	Vulcan Braising Pan, Ml52351	46-2002177
2	G40TB-SEFACS	Vulcan Braising Pan, Ml52351	46-2004677
3	SG4D-SEFBAD	Vulcan Gas Convection	481396552
4	SG4D-SEFBAD	Vulcan Gas Convection	481396554
5	SG4D-SEFBAD	Vulcan Gas Convection	481396555
6	SG4D-SEFBAD	Vulcan Gas Convection	481396556
7	5GRS65F-SEFCAA	Vulcan Battered Fryers W/F	481395770
8	60-SEFBAZ	Vulcan Med Duty Gas Range	481394777
9	972A-SEFBGE	Vulcan Griddle **Obsolete	601111063
10	VG 40	VulcanBraising Pan ML 126848	46-3002284
11	V4 B36S-504	Vulcan Four Open Top Burner	481703388
12	VC4GD-SEFCAG	Vulcan Gas Convention	481704397
13	VC4GD-SEFCAG	Vulcan Gas Convention	481701269
14	VC4GD-SEFCAG	Vulcan Gas Convention	481704271
15	VC4GD-SEFCAG	Vulcan Gas Convention	481704270
16	84186	Hobart Buffalo Chopper	561-146623
17	2612C	Hobart Food Slicer	146745/146747
18	WS 55	Hobart Compact Water Softener	00741129
19	CE 10FD	Hobart Combi Oven	DR 1000804
20	CE 10 FD	Hobart Combi Oven	DR 1000815
21	2612 C	Hobart Food Slicer	561146745
22	FT900S	Hobart Dish Washing Machine	271192621
23	RW132W	Traulsen 1 Sec Hot Box Wide	058327-C
24	RW132W	Traulsen 1 Sec Hot Box Wide	058328-C

EXHIBIT B
QUOTE PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
Kitchen Equipment & Appliances Maintenance and Repair Services"
RFSQ NO. 2015-024-01-16-SGS

All prices for repairs, installation, removals will be on an hourly time basis and shall include consideration for labor, plus parts percentage mark up % *(if applicable)*. Any and all additional fees shall be included in bid price.

NIGP CODE: 936-30- (internal use only)

#	Model	Description	Serial #
1	G40TB-SEFACS	Vulcan Braising Pan, Ml52351	46-2002177
2	G40TB-SEFACS	Vulcan Braising Pan, Ml52351	46-2004677
3	SG4D-SEFBAD	Vulcan Gas Convection	481396552
4	SG4D-SEFBAD	Vulcan Gas Convection	481396554
5	SG4D-SEFBAD	Vulcan Gas Convection	481396555
6	SG4D-SEFBAD	Vulcan Gas Convection	481396556
7	5GRS65F-SEFCAA	Vulcan Battered Fryers W/F	481395770
8	60-SEFBAZ	Vulcan Med Duty Gas Range	481394777
9	972A-SEFBGE	Vulcan Griddle **Obsolete	601111063
10	VG 40	Vulcan Braising Pan ML 126848	46-3002284
11	V4 B36S-504	Vulcan Four Open Top Burner	481703388
12	VC4GD-SEFCAG	Vulcan Gas Convention	481704397
13	VC4GD-SEFCAG	Vulcan Gas Convention	481701269
14	VC4GD-SEFCAG	Vulcan Gas Convention	481704271
15	VC4GD-SEFCAG	Vulcan Gas Convention	481704270
16	84186	Hobart Buffalo Chopper	561-146623
17	2612C	Hobart Food Slicer	146745- 146747
18	WS 55	Hobart Compact Water Softener	00741129
19	CE 10FD	Hobart Combi Oven	DR 1000804
20	CE 10 FD	Hobart Combi Oven	DR 1000815
21	2612 C	Hobart Food Slicer	561146745
22	FT900S	Hobart Dish Washing Machine	271192621
23	RW132W	Traulsen 1 Sec Hot Box Wide	058327-C
24	RW132W	Traulsen 1 Sec Hot Box Wide	058328-C

Exhibit "B" page 1 of 3

EXHIBIT B
QUOTE PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
Kitchen Equipment & Appliances Maintenance and Repair Services"
RFSQ NO. 2015-024-01-16-SGS

Vendor must thoroughly fill in each section

I. **HOURLY RATES / MARK UP %:**

REPAIR SERVICES – (Please Indicate Time Where Needed

A. Technician hourly rate: _____ for Normal business hours _____A.M. to _____ P.M.
B. Technician hourly rate: _____ for After Hours, Weekends & Holidays _____A.M. to _____P.M.
C. Second Technician hourly rate: _____ Normal business hours – (only on an "As Needed Basis").
D. Second Technician hourly rate: _____ after Hours, Weekends & Holidays- (only on an "As Needed Basis")
E. **Mark up % for parts** _____**%**

II. **RESPONSE TIME:** Please specify how long the response will take after the Department makes the call.)

A. Response Time upon Call on Regular Basis: _____ Hours

B. Response Time upon Call on Emergency Basis: _____ Hours

III. **WARRANTY ON ALL PARTS AND SERVICES:**

Parts: _____ **days**

Service: _____ **days**

As stated in Exhibit "A", Vendor invoices with Mark up pricing must include & reflect the following information for all listed and non- listed items. (All supporting documents (i.e. Electronic Catalog and/or Mfg price list must accompany invoices upon submitting for payment.)

SAMPLE – Invoice Format				
Description Of Item	**Qty**	**Manufacturer's List Price**	**Markup %**	**Markup pricing**

Exhibit "B" page 2 of 3

EXHIBIT B
QUOTE PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
Kitchen Equipment & Appliances Maintenance and Repair Services"
RFSQ NO. 2015-024-01-16-SGS

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone #: ( ) _____ Fax No. : ( ) _____

Cell # _____

Authorized Signature: _____

Printed Name: _____

Title: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance 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 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- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **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.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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.

EXHIBIT “B”

VENDOR’S SEALED QUOTES

TABULATION SHEET
HIDALGO COUNTY SHERIFF'S OFFICE
"Kitchen Equipment and Appliances Maintenance and Repair Services"
RFSQ NO. 2015-024-01-15-SGS

NIGP CODE: 936-30

#	DESCRIPTION	SERIAL #
1	Braising Pan, MI52351	46-2002177
2	Braising Pan, MI52351	46-2004677
3	Vulcan Gas Convection	481396552
4	Vulcan Gas Convection	481396554
5	Vulcan Gas Convection	481396555
6	Vulcan Gas Convection	481396556
7	Battered Fryers W/F	481395770
8	Med Duty Gas Range	481394777
9	Griddle **Obsolete	601111063
10	1 Sec Hot Box Wide	058327-C
11	1 Sec Hot Box Wide	058328-C
12	Buffalo Chopper	561-146623
13	Food Slicer	146745/146747
14	Braising Pan ML 126848	46-3002284
15	Compact Water Softener	00741129
16	Combi Oven	DR 1000804
17	Combi Oven	DR 1000815
18	Food Slicer	561146745
19	Four Open Top Burner	481703388
20	Vulcan Gas Convention	481704397
21	Vulcan Gas Convention	481701269
22	Vulcan Gas Convention	481704271
23	Vulcan Gas Convention	481704270
24	Dish Washing Machine	271192621

	RECOMMENDED-VENDOR	
	ITW- HOBART	TIME
Mark Up (%) Rate For Parts	0%	
Warranty- Parts & Service	90 days	
Hourly Rate For Repair & Maintenance	$ 128.00	8:00 –5:00
After Hour Rate	$ 234.00	5:00-8:00
Second Technician Hourly rate – "as needed basis"	$ 128.00	
Second Technician Hourly rate –After hours "as needed basis"	$ 234.00	After hrs.-all day-weekends-holidays
Response Time - 8-5 PM	6 hrs	Calls after 1pm- done following day- unless OT is approved
Response Time After Hours, Weekends & Holidays (emergency)	4 hrs	

1 / w 1

EXHIBIT B
QUOTE PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
Kitchen Equipment & Appliances Maintenance and Repair Services"
RFSQ NO. 2015-024-01-16-SGS

Vendor must thoroughly fill in each section

I. **HOURLY RATES / MARK UP %:**

REPAIR SERVICES – (Please Indicate Time Where Needed

A. Technician hourly rate: 128.00 for Normal business hours 8 A.M. to 5 P.M.

B. Technician hourly rate: 234.- for After Hours, Weekends & Holidays 5 A.M. to 8 A.M. (ALL DAY ON WEEKENDS & HOLIDAYS)

C. Second Technician hourly rate: 128.- Normal business hours – (only on an "As Needed Basis").

D. Second Technician hourly rate: 234.- after Hours, Weekends & Holidays- (only on an "As Needed Basis")

E. Mark up % for parts Ø %

II. **RESPONSE TIME:** Please specify how long the response will take after the Department makes the call.)

A. Response Time upon Call on Regular Basis: 6* Hours * CALL RECEIVED AFTER 1 PM WILL BE SERVICED NEXT BUSINESS DAY, UNLESS OT IS APPROVED.

B. Response Time upon Call on Emergency Basis: 4 Hours

III. **WARRANTY ON ALL PARTS AND SERVICES:**

Parts: 90 days

Service: 90 days

As stated in Exhibit "A", Vendor invoices with Mark up pricing must include & reflect the following information for all listed and non- listed items. (All supporting documents (i.e. Electronic Catalog and/or Mfg. price list must accompany invoices upon submittal for payment.)

SAMPLE – Invoice Format				
Description Of Item	**Qty**	**Manufacturer's List Price**	**Markup %**	**Markup pricing**

EXHIBIT B
QUOTE PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
Kitchen Equipment & Appliances Maintenance and Repair Services"
RFSQ NO. 2015-024-01-16-SGS

All prices for repairs, installation, removals will be on an hourly time basis and shall include consideration for labor, plus parts percentage mark up % *(if applicable)*. Any and all additional fees shall be included in bid price.

NIGP CODE: 936-30- (internal use only)

#	Model	Description	Serial #
1	G40TB-SEFACS	Vulcan Braising Pan, Ml52351	46-2002177
2	G40TB-SEFACS	Vulcan Braising Pan, Ml52351	46-2004677
3	SG4D-SEFBAD	Vulcan Gas Convection	481396552
4	SG4D-SEFBAD	Vulcan Gas Convection	481396554
5	SG4D-SEFBAD	Vulcan Gas Convection	481396555
6	SG4D-SEFBAD	Vulcan Gas Convection	481396556
7	5GRS65F-SEFCAA	Vulcan Battered Fryers W/F	481395770
8	60-SEFBAZ	Vulcan Med Duty Gas Range	481394777
9	972A-SEFBGE	Vulcan Griddle **Obsolete	601111063
10	VG 40	Vulcan Braising Pan ML 126848	46-3002284
11	V4 B36S-504	Vulcan Four Open Top Burner	481703388
12	VC4GD-SEFCAG	Vulcan Gas Convention	481704397
13	VC4GD-SEFCAG	Vulcan Gas Convention	481701269
14	VC4GD-SEFCAG	Vulcan Gas Convention	481704271
15	VC4GD-SEFCAG	Vulcan Gas Convention	481704270
16	84186	Hobart Buffalo Chopper	561-146623
17	2612C	Hobart Food Slicer	146745- 146747
18	WS 55	Hobart Compact Water Softener	00741129
19	CE 10FD	Hobart Combi Oven	DR 1000804
20	CE 10 FD	Hobart Combi Oven	DR 1000815
21	2612 C	Hobart Food Slicer	561146745
22	FT900S	Hobart Dish Washing Machine	271192621
23	RW132W	Traulsen 1 Sec Hot Box Wide	058327-C
24	RW132W	Traulsen 1 Sec Hot Box Wide	058328-C

EXHIBIT B
QUOTE PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
Kitchen Equipment & Appliances Maintenance and Repair Services"
RFSQ NO. 2015-024-01-16-SGS

Bidder/Company Name: ITW Food Equipment Group dba Hobart Service

Address: 1200 E. Hackberry, Suite C,

City/State/Zip Code: McAllen, TX. 78501

Phone #: (956) 618-1817 Fax No.: (956) 618-1983

Cell # N/A

Authorized Signature:

Printed Name: Greg Garvey

Title: Territory Manager

Exhibit "B" page 3 of 3

EXHIBIT “C”

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/23/2015

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. 540 W. MADISON CHICAGO, IL 60661 Attn: ITW.CertRequest@Marsh.com or Fax: 212-948-0300 300045-Hobar-GAW-14-15	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED ILLINOIS TOOLS WORKS, INC. ITW FOOD EQUIPMENT GROUP LLC/ HOBART SERVICE ATTN: VICKI LADE 701 S. RIDGE AVENUE TROY, OH 45374-0001	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** American Zurich Insurance Company — 40142 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-005110248-02 **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** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			GLO 9441382-00	11/01/2014	11/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG S.I.R.	$ $ $ $ $ $ $	3,000,000 500,000 10,000 2,000,000 3,000,000 3,000,000 1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			BAP 9373447-11	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP./COLL. DED.	$ $ $ $ $	3,000,000 500,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
B A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 9373451-12 (AOS Ded) WC 9373452-12 (Retro - WI)	11/01/2014 11/01/2014	11/01/2015 11/01/2015	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

ITW FOOD EQUIPMENT GROUP LLC INCLUDES THE FOLLOWING AS INSUREDS: HOBART (SUCCESSOR TO HOBART CORPORATION), HOBART BAKERY SYSTEMS, BAXTER MANUFACTURING, TRAULSEN, VULCAN FOOD EQUIPMENT GROUP FKA VULCAN-HART, AXIOM EQUIPMENT, AVERY BERKEL, BERKEL, CRIMSCO, GAYLORD INDUSTRIES, KAIRAK, SOMAT, STERO, WITTCO FOODSERVICE EQUIPMENT, WOLF, PEERLESS GROUP.

DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE.

INSURANCE COVERAGE IS SUBJECT TO POLICY EXCLUSIONS, POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S HIGHWAY BUS 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

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AI -48694 **Closed Session** **24. C.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Robert Villarreal, COUNTY JUDGE **Submitted By:** Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Eagle

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/27/2015 03:00 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Michael Leo		Started On: 02/27/2015 12:25 PM
Final Approval Date: 02/27/2015		

AI -48550 **Closed Session** **24. D.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:15-cv-52; Fabian Leal, Javier Lopez & Rene J. De Leon v. Bert Odgen Motors, Inc., Bert Odgen Chevrolet, Inc., Robert C. Vackar, Rene Guerra, Hidalgo County, Texas and Hidalgo County Sheriff's Office

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2015 08:38 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Monica Badillo Started On: 02/17/2015 02:58 PM

Final Approval Date: 02/27/2015

AI -48583 **Closed Session** **24. E.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:15-cv-43; Daniel Enrique Cantu v. County of Hidalgo Sheriff's Department

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2015 09:52 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Monica Badillo Started On: 02/19/2015 05:40 PM

Final Approval Date: 02/27/2015

AI -48621 **Closed Session** **24. F.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2749-13-G; Leihliana Ruelas and Deyanira Ruelas v. Hidalgo County Sheriff Department and Gilbert Flores

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 02/23/2015 05:07 PM

Final Approval Date: 02/23/2015

AI -48581 **Closed Session** **24. G.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of John Ray Rodriguez and Desiray Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2015 09:52 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Monica Badillo		Started On: 02/19/2015 05:34 PM
Final Approval Date: 02/27/2015		

AI -48641 **Closed Session** **24. H.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Daniel Farray

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/26/2015 10:04 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Aida Alvarez		Started On: 02/25/2015 09:16 AM
Final Approval Date: 02/27/2015		

AI -48695 **Open Session** **25. C.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Robert Villarreal, COUNTY JUDGE **Submitted By:** Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Eagle

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/27/2015 03:00 PM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Michael Leo		Started On: 02/27/2015 12:26 PM
Final Approval Date: 02/27/2015		

AI -48553 **Open Session** **25. D.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:15-cv-52; Fabian Leal, Javier Lopez & Rene J. De Leon v. Bert Odgen Motors, Inc., Bert Odgen Chevrolet, Inc., Robert C. Vackar, Rene Guerra, Hidalgo County, Texas and Hidalgo County Sheriff's Office

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2015 08:38 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Monica Badillo Started On: 02/17/2015 03:45 PM

Final Approval Date: 02/27/2015

AI -48584 **Open Session** **25. E.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:15-cv-43; Daniel Enrique Cantu v. County of Hidalgo Sheriff's Department

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2015 09:52 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Monica Badillo Started On: 02/19/2015 05:41 PM

Final Approval Date: 02/27/2015

AI -48620 **Open Session** **25. F.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2749-13-G; Leihliana Ruelas and Deyanira Ruelas v. Hidalgo County Sheriff Department and Gilbert Flores

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 02/23/2015 05:06 PM

Final Approval Date: 02/23/2015

AI -48582 **Open Session** **25. G.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of John Ray Rodriguez and Desiray Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2015 09:52 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM

Form Started By: Monica Badillo Started On: 02/19/2015 05:35 PM

Final Approval Date: 02/27/2015

AI -48642 **Open Session** **25. H.**

CC - REGULAR

Meeting Date: 03/03/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Daniel Farray

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/26/2015 10:04 AM
Purchasing Department	Monica Badillo	02/27/2015 05:55 PM
Form Started By: Aida Alvarez		Started On: 02/25/2015 09:17 AM
Final Approval Date: 02/27/2015		