AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
September 1, 2015
10:30 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 in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, 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. **District Attorney's Office:**

A. **AI-51000** DA's- State Supplement (1281):
1. Requesting approval to accept the FY 2015-2016 D.A. State Supplement in the amount of $22,500.00.
2. Approval of certification of revenues as certified by the County Auditor for the FY 2015-2016 D.A. State Supplement Grant.
3. Approval of appropriation of funds in the amount of $22,500.00.
4. Approval to create one (1) Part Time position and approval to waive the posting procedures:

Slot #	Dept/Program	Position Title	Proposed Hourly Rate	Proposed # of Working Hours	Proposed Budgeted Salary
G019	080-010	Clerk I	$10.10	1,040	$10,504.00

5. Approval to delete the following temporary part time positions, effective 09/01/2015:

Slot#	Dept/Program	Position Title	Budgeted Salary
T017	080-010	CLERK I	$8,302.00
T018	080-010	CLERK I	$6,683.00

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

B. **AI-51052** DA-HCDA-VU
Presentation of the "Hidalgo County Criminal District Attorney's Office - Victims Unit" (HCDA-VU) for the following:
-Eligibility Policy
-Victim Assistance Program Rules, Regulations and Policy Handbook

C. **AI-51036** DA-Victim Coordinator and Liaison Grant (VCLG) (1281):
1. Approval to accept the Victim Coordinator and Liaison Grant (VCLG) in the amount of $42,000 effective 09/01/2015 thru 08/31/2016.
2. Approval and authorization for County Judge to sign the grant contract.
3. Approval of certification of revenues as certified by the County Auditor for the FY 2016 VCL grant.
4. Approval to appropriate the FY 2016 VCLG grant funds.
5. Approval to create one (1) Full Time position as follows:

Slot#	***Dept /Program***	***Position Title***	***Proposed Salary/Allowance***
G001	080-011	Victim Assistance Coordinator	$42,000.00

6. Approval to revise the salary schedule in accordance with Commissioners Court approval.
7. Approval to reclassify fringe benefit expenditures to the Criminal DA - General Fund account.

7. **HIDTA - Task Force:**

A. **AI-50862** HIDTA
1. Authorization to purchase five (5) additional wireless devices through the County membership/participation with Contract DIR-SDD-1779 (Requisition No. 00283136) with awarded vendor VERIZON WIRELESS for the following:

QTY	DESCRIPTION	DEPT	EMP. NO.	SERVICE
5	Cell Phones	270	Pending Various New Employees	Americas Choice II 400 Share, email & data, $49.99 + $5.00 taxes & fees = $54.99 monthly x 5 phones. (One time charge for accessories - Defender Case for $32.50 x 5 phones = $162.50 & (1) Car charger 10 pack = $65.00)

8. **Constables:**

A. **AI-51053** Constable Precinct No. 4:
Discussion, consideration, and approval to appoint Norberto Guerra as Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

9. **Sheriff's Office:**

A. **AI-51054** 1. Approval of Interlocal Agreement between Hidalgo County (Sheriff's Office) and Edinburg CISD Police Department for Shooting Range Use/Training.
2. Authorization for County Judge, as authorized official, and County Sheriff to sign agreement.

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

A. **AI-51072** Presentation and acceptance of Audit Report submitted by the Emergency Services District No. 2 for year ended December 31, 2014

B. **AI-51073** Discussion and Action to adopt Hidalgo County Resolution of Intent to establish a Property Assessed Clean Energy Program (PACE) along with accompanying report for Hidalgo County PACE Program as required by Tex. Local Gov't Code Section 399.009

C. **AI-51111** 1. Approval to accept settlement offer from TML Intergovernmental Risk Pool in the amount of $8,544.90 to settle auto accident with County vehicle. (Precinct 1)
2. Approval to authorize Valde Guerra, County Executive Officer, to sign the Property Damage Release form and any other documents to settle auto accident claim with TML Intergovernmental Risk Pool. (Precinct 1)

D. **AI-51148** Requesting permission to utilize the open forum area on courthouse grounds for a Prayer Rally on Saturday, 9/19/15 from 9am to 12pm

E. **AI-51152** Requesting permission to utilize the open forum area on courthouse grounds for the 1st Annual Hidalgo County Suicide Awareness Day Event on Thursday, September 10, 2015 from 7-9pm.

11. **Human Resources - Esther Cortez:**

A. **AI-51123** Precinct 4 - Parks (1100)/ Rd. Maintenance(1200):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval to create one (1) regular Full-time Park Maintenance Supervisor position, slot no. 0013 (Dept. 124/Prog. 009), proposed budgeted salary of $38,949.00, and transfer in employee no. 073083, effective next full pay period, 09/07/15.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

B. **AI-51099** Sheriff's Office (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 09/07/2015:

Action	Slot#	Dept/ Program	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	0375	280-001	Deputy Sheriff Step I	$39,140.00	-0-
Create	0422	280-001	Sergeant Step I	-0-	$47,359.00

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

C. **AI-51103** Precinct #1 - Road Maintenance (1200):
1. Discussion, consideration, and approval to extend one (1) FT temporary position not to exceed 12/31/15, effective 09/16/2015:

Slot#	Dept/ Program	Position Title	Proposed Hourly Rate	Proposed # of Working Hours	Proposed Budgeted Salary
T147	121-005	Maintenance I	$12.02	520	$6,250.40

2. Approval to revise the salary schedule in accordance with Commissioner's Court action.

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

A. **Health Care Funding District:**

1. **AI-50820** A. Public Hearing, at 10:30 am, to consider public comments concerning the amount of mandatory payments required to be paid by paying hospitals for fiscal year 2016 and how the revenue derived from those payments is to be spent.
B. Consideration and possible approval of mandatory payment to be assessed quarterly by the Hidalgo County Health Care Funding District on the net patient revenue of an institutional health care provider and how the revenue derived from those payments is to be spent.
C. Consideration and possible approval for the Hidalgo County Tax Assessor/Collector to collect the mandatory payment required by Hidalgo County Health Care Funding District.
D. Consideration and approval to assess mandatory payment annual rate of 6%.
E. Consideration and approval to set quarterly assessment dates.(November 30, 2015, February 28, 2016, May 31, 2016 and August 31, 2016)

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

B. **Indigent Health Care Program:**

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

C. **AI-50819** Presentation of Walk Across Texas Challenge #4 Winner.

D. **AI-51061** Requesting approval to submit an Intent to Apply to participate in the next Texas Project Public Health Ready cohort. The Project Public Health Ready is a criteria-based public health preparedness program that assesses local health department capacity and capability to plan for, respond to and recover from public health emergencies.

E. **AI-51080** Requesting approval to submit grant renewal application for the TB Federal FY 16 program in the amount of $437,771.00 in grant funds and $87,554.00 in local match funds. The grant period will run from 01/01/2016 to 12/31/2016.

13. **Community Service Agency - Jaime Longoria:**

A. **AI-51087** Approval of Proclamation declaring 09/11 National Day of Service and Remembrance Day

B. **AI-51093** Resolution in acknowledgment of assistance provided by Texas Department of Housing and Community Affairs to the residents of Hidalgo County

C. **AI-51049** 1. Consideration, Discussion and Possible Action regarding salary adjustment for employee #990690, slot #038 from $9.27 per hour to $10.10 per hour to be in compliance with Hidalgo County minimum wage rate.

2. Approval of revised 2015 salary schedule.

D. **AI-51060** 1. Declare as surplus open air single axle trailer inventory# CHCSA 187

2. Authorization to transfer open air single axle trailer inventory# CHCSA 187 to Hidalgo County Emergency Management Department

E. **AI-51092** Six month status report regarding Hidalgo County Community Service Agency

F. **AI-51114** 1. Declare surplus 1994 Ford Truck 3/4 ton inventory item#CHCSA 201

2. Authorization to transfer 1994 Ford Truck 3/4 ton inventory item #CHCSA 201 to Hidalgo County Fixed Assets Division for proper disposition.

14. IT Department - Renan Ramirez

A. AI-50930 DISTRICT ATTORNEY'S OFFICE

Authorization and approval to purchase new wireless device with service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Description:	Employee Name / ID:	Service Plan:
Cell Phone	Victor Garza / 191973	More Everything Unl. Talk & Text 8GB @ $32.73 + More Everything Line Charge @ $40.00 + Taxes/Fees @ $5.00 = $77.73/month
Cell Phone	Josephine Ramirez / 180114	More Everything Unl. Talk & Text 8GB @ $32.73 + More Everything Line Charge @ $40.00 + Taxes/Fees @ $5.00 = $77.73/month

B. AI-51033 Executive Office:
Authorization and approval for new wireless device service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Departments:	Quantity:	Description:	User:	Service Plan:	Equipment Cost:
Purchasing, Planning, Env. Compliance, Safety Division, Elections, Extension Serv., Executive Office and Fire Marshal	30	Data Service	Office Use	Machine to Machine Account Share 1MB @ $5.00/month	$0
Purchasing, Planning, Env. Compliance, Safety Division,	10	Data Service	Office Use	Machine to Machine Account Share 5MB @ $7.00/month	$0

Elections, Extension Serv., Executive Office and Fire Marshal					

15. Elections Administration - Yvonne Ramon:

A. AI-51127 Requesting approval of Official Bond Renewal for Elections Administrator, Yvonne Ramon.

16. TX. Agri-Life Extension Services:

A. AI-51018 Requesting approval to appoint new County Extension Agent-4-H, Kimberly Guillen. Agent will commence employment as follows:

Name of Candidate	Agency/Employer	Date of Employment
Kimberly Guillen	Texas A&M AgriLife Extension Service (1st Step - a one month training program)	September 15, 2015
	Hidalgo County Extension Service Office (Hidalgo County Payroll - Supplemental)	October 15, 2015

17. Head Start Program - Teresa Flores:

A. AI-50870 Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term the Air Conditioning Maintenance & Repair Services Contract (under same terms and conditions) with Roberto Ontiveros, dba, JR Electric

B. AI-50871 Discussion/Approval for Hidalgo County Head Start Program to Amend the Interlocal Agreement, for a Facility, with the McAllen Housing Authority (McAllen V Head Start Center)

C. **AI-50872** Discussion/Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Weslaco Independent School District

D. **AI-50873** Discussion/Approval of Area Distribution 2015-2016

18. **Auditor's Office - Ray Eufracio:**

A. **AI-51117** 1. Approval of 2015 Certification of New Sources of Revenue

2. Presentation of 2016 Statement of Estimated Available Resources

19. **Planning Department - T.J. Arredondo:**

A. **AI-50986** 1. Preliminary Approval with Variance Request
a. Cantu Acres Subdivision – Pct. 4 (Edmundo Cantu) (Alberta Road & Raul Longoria Road)

2. Preliminary Approval
a. Replat of Lot 3 Bernal Subdivision – Pct. 1 (Richard A. Garza) (Mile 12 North Road & F.M. 491)
b. Maravillas Estates Ph. 1 Subdivision – Pct. 1 (Elias Woloski) (Lott Road & Midway Road)
c. Juliway Estates Subdivision – Pct. 4 (Kyndel Bennett) (F.M. 493 & Anderson Road)

3. Final Approval
a. San Joaquin Ph. 2 Subdivision – Pct. 1 (Herb Schurlock) (Val Verde Road [F.M. 1423] & Minnesota Road)

4. Final Approval with Financial Guarantee
a. Quad Vegas Ranches Subdivision – Pct. 1 (Richard A. Garza) (Mile 15 ½ North Road & Mile 6 West Road)

5. Reimbursement of Financial Guarantee
a. Coronado Subdivision – Pct. 1
b. Sunflower Gardens Subdivision - Pct. 4
c. Sunflower Gardens Subdivision - Pct. 4

20. **Precinct #2 - Comm. Cantu:**

A. **AI-51116** 1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and the City of Pharr, concerning certain road improvements to Eldora Road from FM 3662 (Jackson Road) to I Road.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding certain Phase I, II, and III road improvements to Eldora Road from FM 3662 (Jackson Road) to I Road.

B. **AI-51086** 1. Requesting approval to rescind action taken on (AI#50785 CC 8/17/2015) ICA between Hidalgo County, City of San Juan, and the City of Alamo for road improvements to Cesar Chavez Road from Nolana Loop to Business 83.
2. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo, City of San Juan, and City of Alamo, concerning certain road improvements to Cesar Chavez Road from Nolana Loop South to Business 83.
3. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding certain Phase I, II, and III road improvements to Cesar Chavez Road from Nolana Loop South to Bus 83.

C. **AI-51098** CO2014 - Pct. 2 (1345)
Approval of 2015 appropriation of funds in the amount of $1,245,217.08 to fund the Pct 2 Cesar Chavez Road Project.

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

A. **AI-51104** Public Hearing to discuss proposed 2015 Tax Rate.

B. **AI-51077** Presentation on disposition of county properties status update.

C. **AI-51074** Requesting approval to complete and submit credit application to Holt CAT for the lease of machinery and equipment from vendor with authority for County Judge to sign credit application.

D. **Budget Appropriations:**

1. **AI-51156** WIC Adm. (1292):
Approval of deobligation of funds for the WIC Adm. in the amount of $245,000.00.

2. AI-50978 Pct 3 Rd. Maint. (1200):
1. Approval of certification of revenue as certified by the County Auditor for revenues received from the City of Alton for the Palm Lake Estates improvement project.
2. Approval of 2015 appropriation of funds into Pct 3 Rd Maint in the amount of $121,417.24.

E. Interfund transfers:

1. AI-51062 Pct. 4 San Carlos CRC Sunflower (1100):
Approval of interfund transfer from Pct. 4 R & B (fund 1200, program #158) to Pct. 4 San Carlos CRC Sunflower (fund 1100, program #123) in the amount of $5,621.90 to fund machinery & equipment expenditures.

2. AI-50993 Pct 4 Drain Hoehn Project (1200):
Approval of 2015 interfund transfer from Co Wide Adm-Contingency (1100) to Pct 4 Drain Hoehn Project (1200) in the amount of $42,900.53 to partially fund expenditures related to the Hoehn Sanitary Sewer Project.

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-50889 a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Engineering, for "On Call Services-Hidalgo County Metropolitan Planning Organization (HCMPO) Representation,"as approved for negotiations on CC 7/7/15.

b. Acceptance and approval of Work Authorization No. 1 (monthly lump sum fee of $7,681.76 effective September 2015) as submitted by project engineer, L&G Engineering for engineering services for "Hidalgo County Metropolitan Planning Organization (HCMPO) Representation."

c. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Engineering for "On Call Services-Traffic Studies County Wide, " as approved for negotiations on CC 7/7/15.

2. AI-50961 Pursuant to Option 2/B selected [HCCC 08-18-15], acceptance and approval of the final negotiated contract for: "Professional Energy Consulting Services to Assist Hidalgo County to Procure Electric Energy Services" with **Texas Energy Consultants** for RFP 2015-028.

3. AI-51064 Precinct #1:
Acceptance and approval to issue payment to Citi-Bank Corporate/Credit Card in the amount of $123.76X2=$247.52 [no show charge for 2 single nights] for a former elected official and a staff member [although POs were issued-Pct. canceled same since trip was not taken but did not account for penalty of one night charges] due since 2011.

4. AI-50759 Acceptance and approval to exercise the County's option to extend the second and final extension as stipulated and provided in the following service contract for - "**Security Guard Services**" for Hidalgo County" E-14-342-08-25 under the same rates, terms and conditions with **Valley Metro Security, LLC.**

5. AI-50967 Under current Contract #C-14-313-10-14 for "Collection, Recycling and/or Disposal Services: Used Oil, Oil Filter and Antifreeze", discussion and action on options related to this agreement due to Sale by contracted vendor: FCC Environmental, LLC to HCC Corporation, LLC-Heritage-Crystal Clean, Inc. including, but not limited to the following:

A. Acceptance and approval of First Amendment to Contract C-14-313-10-14 in connection to the name change due to the sale of the business/assets by FCC Environmental, LLC to new owner HCC Corporation, LLC-Heritage-Crystal Clean, Inc;

B. Discussion & consideration of a written request from Heritage_Crystal Clean, LLL [through Marc J. Kroll-Div. Vice. Pres.] for HCCC to permit the expiration of this current agreement [11-01-15] and authorize the new advertising of the project [based on falling oil market] as detailed in correspondence herein; OR, IN THE ALTERNATIVE,

C. Acceptance and approval to exercise the County's SOLE option to extend Contract C-14-313-10-14 with Heritage-Crystal Clean, fka, FCC Environmental, LLC, for one (1) year [contract permits (2)-(1) year

extensions] under same rates, terms and conditions [$1.10/gal.] for the provision of: "Collection, Recycling and/or Disposal Services: Used Oil, Oil Filter and Antifreeze"; OR, IN THE ALTERNATIVE;

D. Approval of a sixty (60) day grace period extension as provided under Contract #C-14-313-10-14 with Heritage-Crystal Clean for the provision of: "Collection, Recycling and/or Disposal Services: Used Oil, Oil Filter and Antifreeze" so as to have no lapse in services while the procurement process is completed; and

E. Requesting authority to advertise (including the authority to re-advertise the project in the event that no bids are received and/or rejected and project is still required) and approval of the basic packet [i.e., legal notice, specifications, draft service agreement] for the RFB titled: "Collection, Recycling and/or Disposal: Used Oil, Oil Filter and Antifreeze".

B. County Judge's Office

1. AI-51115 A. Presentation by John Phillips for Enviro-Lite Solutions, LLC of the final report of the Comprehensive Light Audit & Analysis of all County-owned buildings and parking lots [as authorized by HCCC on 12-16-14 at no cost];

B. Presentation of the recommendations on upgrades and/or retro-fitting of all lighting in County-owned buildings & parking lots with any options HCCC may want to consider including, but not limited to the following:

1. Authorization for HC to proceed to prepare packets and request proposals from Cooperative Purchasing Awarded vendors for the complete and total upgrades and/or retrofitting of all lighting in County-owned buildings & parking lots;

2. Authorization for HC-DBM to commence the process of finding financing options for the complete and total upgrades and/or retrofitting of lighting in County-owned buildings & parking lots in the event HCCC decides to purchase the Upgrades and Retrofit Lighting Project;

3. Other options as may be necessary to complete this project.

C. Pct. 1

1. **AI-51126** Requesting authority to advertise for sealed bids with Procurement Packet to be developed and drafted by both Purchasing Dept. and DBM [specifications, requirements, terms & conditions, etc.] with input and final review by Precincts for a local contract titled: Brush/Debris Collection Services for Hidalgo County commencing with Precinct No. 1.

2. **AI-50964** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

   B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional geo-technical engineering services for (on call services) for Pct. #1 projects;

evaluations	PSI Professional Engineering	MEG Engineering	Terracon
score	76	83	80
ranking			

   C. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No. 1 ranked firm of _____ for: the provision of professional geo-technical engineering services for (on call services) for Pct. #1 projects.

3. **AI-50963** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

   B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for (on call services) for Pct. #1 projects;

evaluation	LeFevre Engineering	Javier Hinojosa Engineering	Fulcrum Consulting Services
score	82	76	74
ranking			

   C. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No. 1 ranked firm of _____ for: the provision of professional engineering services for (on call services) for Pct. #1 projects.

D. Pct. 2

1. **AI-51121** a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Engineering, for "Cesar Chavez Rd (from Business 83 to E. Nolana Loop) Project for Pct 2,"as approved for negotiations on CC 8/18/15;
b. Acceptance and approval of Work Authorization No. 1 (estimated cost of $1,151,217.08) as submitted by project engineer, L&G Engineering to provide the Environmental Assessment, Public Involvement, Schematic Design and Design Survey for Phase I for, "Cesar Chavez Road Project";

   c. Pursuant to contract with L&G Engineering, (Article 14) C-15-300-09-01, a request for approval by engineer to permit the subcontracting of Quintanilla, Headley & Associates, Inc. for land surveying for the Cesar Chavez Road Project.

2. **AI-51134** Acceptance and approval of Change Order #1 [with an additional cost of $94K] submitted through Raul Sesin, PE to construction contract C-15-209-07-21 between Hidalgo County Precinct No. 2 and Texas Cordia Construction, LLC for: Sioux Road Improvements amending the an addition [from I Road to 3,500 feet East of Raul Longoria Road] with authority to execute document.

E. Pct. 3

1. **AI-50996** A. Pursuant to Texas Local Government Code, 263.151, discussion and approval to declare as "surplus" as detailed in Exhibit "A" including to establish the sell price at current book value.

   B. Acceptance and approval by Hidalgo County Commissioners Court evidenced by an "ORDER" authorizing the sale of certain personal property (as described in attachments herein) to Hidalgo County Drainage District No. 1 for the amount approved as the Current Book Value.

   C. Requesting authority to remove said assets listed on Exhibit "A" (attached hereto) from the Hidalgo County inventory list after finalizing the sale of equipment to Drainage District #1.

2. **AI-51081** Requesting approval of Supplemental Agreement No. 1 (Article 8) of current contract [C-13-305-10-07] with L&G Consulting Engineers, Inc., dba, L&G Engineering, professional services for, "Mile 3 Road (from FM 2221 to FM 492)," to revise the termination date of September 10, 2015 to September 10, 2017 to complete the scope of services for project.

F. Sheriff's Office

1. **AI-50790** Requesting authority to purchaser a turn-key installation/solution of a new Cat D150-10 generator through Hidalgo County's membership/participation with TASB's-Buyboard Cooperative Purchase Program-Contract #424-13 in the amount of $54,532.93 thru Requisition #281878 for the HC-Sheriff's Motor Pool Bldg.

23. **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-51129** Cause No. C-7758-14-C; Eugenia Andrade vs. Hidalgo County; In the 139th District Court of Hidalgo County, Texas

D. **AI-51108** Claim of Railroad Commission of Texas

E. **AI-51106** Claim of Jose Rolando Gonzalez, Jr.

24. A. 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."

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

25. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-51130** Cause No. C-7758-14-C; Eugenia Andrade vs. Hidalgo County; In the 139th District Court of Hidalgo County, Texas

D. **AI-51109** Claim of Railroad Commission of Texas

E. **AI-51107** Claim of Jose Rolando Gonzalez, Jr.

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-51000 **District Attorney** **6. A.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA's- State Supplement (1281):
1. Requesting approval to accept the FY 2015-2016 D.A. State Supplement in the amount of $22,500.00.
2. Approval of certification of revenues as certified by the County Auditor for the FY 2015-2016 D.A. State Supplement Grant.
3. Approval of appropriation of funds in the amount of $22,500.00.
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T018	080-010	CLERK I	$6,683.00

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

BACKGROUND

Funding is provided by the State.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 5-1281-412-00-080-010-6-XXX

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

BUDGETARY IMPACT:

County Fiscal/Calendar Year: 5
Grant Account Fiscal Year: 6
State Fiscal Year: 2016

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

"DA State Supplement Grant Revenue"- Acct# 5-1281-334-10-080-010-6-000

Grant Period 9/01/2015 to 08/31/2016

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

Attachments

APPROPRIATION
JOB DESCRIPTION
APPORTIONMENT GUIDELINES
par
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/20/2015 03:15 PM
Manuel Chapa	Manuel Chapa	08/21/2015 11:52 AM
Auditor's Office	Debbie Tamez	08/21/2015 02:39 PM
Obdett Calzada	Obdett Calzada	08/28/2015 04:42 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Ramiro Sendejo		Started On: 08/20/2015 11:11 AM
Final Approval Date: 08/28/2015		

DATE: August 20, 2015

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 5-1281-412-00-080-010-6-XXX

Contact Person: Ramiro Sendejo **Ph#** 292-7604 Ext. 8082

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
5-1281-412-00-080-010-6-114	PART-TIME EMPLOYEES	$10,712.87
5-1281-412-00-080-010-6-211	HEALTH INSURANCE	$5,909.40
5-1281-412-00-080-010-6-212	LIFE INSURANCE	$37.56
5-1281-412-00-080-010-6-220	FICA	$819.53
5-1281-412-00-080-010-6-230	RETIREMENT	$1,208.41
5-1281-412-00-080-010-6-250	UNEMPLOYMENT COMP	$64.28
5-1281-412-00-080-010-6-260	WORKER'S COMP	$22.50
5-1281-412-00-080-010-6-610	GENERAL SUPPLIES	$3,725.45
5-1281-334-10-080-010-6-000	DA State Supplement Grant Revenue	$22,500.00
TOTAL BUDGET INCREASE (DECREASE)		**$22,500.00**

REASON: 2015-2016 Budget. Funding provided by the State from September 1, 2015 - August 31, 2016.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

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

Direct deposit

We encourage you to use direct deposit to avoid lost warrants and to speed the availability of your funds. Submit a completed direct deposit form, available at: **http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf** or call the Comptroller's Judiciary Section for a form at **(800) 531-5441, ext. 3-4886**.

Form completion

Do not complete shaded areas.

The following fields must be completed:

- Name of the DA, CDA or CA and a mailing address for the check or direct deposit notification
- 11 digit TX ID # starting with 7 of the DA, CDA or CA
- From and to dates covered for the expenditures on the voucher
- Grand total for dates covered
- Contact from county or district including telephone number, located below certification

For Staff Salary Amounts Requested:

- Employee name
- Position title
- Amount requested
- Payroll taxes may be included in salary amounts or listed separately

Additional lines are available on the reverse side of the form.

For Office Expenses Requested:

- List rent, utilities, books, telephones and equipment leases separately
- Consumable office supplies can be requested in one sum of up to $500 per month. For totals exceeding $500 per month, provide explanation/itemization of expenses

Additional lines are available on the reverse side of the form.

For Travel Amounts Requested:

List travel on the reverse side and enter the total on the front above the grand total. We do not request any receipts or detail, although all travel must comply with the State Travel Allowance Guide. Go to: **http://fmx.cpa.state.tx.us/fmx/travel/index.php/** to view the travel guide.

- List title or name of the person who traveled and total amount requested for each person.

Signatures:

Signatures must be original. We cannot accept a faxed form.

- Print or type the name of the DA, CDA or CA and complete the applicable blank.
- The DA, CDA or CA must sign and date the form in the certification box.

Please indicate a contact name and telephone number below the certification in case we have questions.

Mail completed form to:

Comptroller Judiciary Section
P.O. Box 13528
Austin, Texas 78711-3528

E-mail judiciary@cpa.state.tx.us
Call (800) 531-5441, ext. 3-4886
for assistance

The apportionment form is located on the Internet at: **www.window.state.tx.us/taxinfo/taxforms/40-forms.html** Scroll to form 73-279, Comptroller Judiciary Apportionment Voucher.

96-854
(Rev. 11/14)

Texas Comptroller of Public Accounts

Office Apportionment Guidelines

- District Attorneys (DAs)
- Criminal District Attorneys (CDAs)
- County Attorneys with Felony Prosecution Authority (CAs)

Apportionment excerpt from current Apportionment Act

Apportionment funds are for the payment of salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds are also eligible to be used for the day to day operating expenses of the office as outlined in the following excerpt from the General Appropriations Act.

Felony Prosecutors: Expenses. For the payment of salaries of assistant district attorneys,investigators and/or secretarial help and expenses, including travel for these personnel as determined by the prosecutors designated in Strategies B.1.l, B.1.2, B.l.3, and B.1.4. Reimbursement shall be limited to expenses for supplies or items that would normally be consumed or utilized within the fiscal year for which the funds in this item are designated. Payments shall not exceed $11,083 per year in single-county districts with populations over 50,000 in Strategy B.1.4; $22,500 per year in districts with populations over 50,000; or, $27,500 per year in districts with populations under 50,000 for those district attorneys, criminal district attorneys and county attorneys performing the duties of a district attorney both prohibited and not prohibited from the private practice of law per Government Code, Chapter 46; and shall be made available in three equal installments issued on the first day of September, January and May of each fiscal year. These payments shall be made directly to the district attorney, criminal district attorney, or county attorney for the purposes of disbursement as required by the attorney. The attorney receiving these payments shall be responsible to the Comptroller for accounting for all expenditures of these funds.

Please provide the Comptroller's Judiciary Section with a detailed list including payroll, services or goods that were paid for by state office apportionment funding. A separate reconciliation form, provided by the state, will serve as a record of actual office expenditures for each preceding year. Please mail the completed form to the Comptroller's Judiciary Section by November 15, following the close of the state's fiscal year. The statute reference for this requirement is Texas Government Code 46.004.

Eligible expenses

(examples, not exclusive)

- Consumable expenses including: pens, paper, files and miscellaneous office supplies
- Law books
- Rental or lease (not lease purchase) of office equipment, computer equipment and copiers
- Subscriptions and dues not for the exclusive use of the DA, CDA or CA
- Travel for office staff (not the DA, CDA or CA) that complies with the State Travel Allowance Guide
- Salaries for office staff
- Utility and telephone expenses
- Rent
- Contract labor

Ineligible expenses

(examples)

- Purchase of capital equipment including desks, chairs, copiers and computers
- Travel for the DA, CDA or CA

Funds availability

Apportionment funds are appropriated by the state fiscal year, which is September through August. For example, fiscal 2015 begins on September 1, 2014 and will end on August 31, 2015.

Funds requested must be for expenses incurred (or expected to be incurred) in the fiscal year that the funds became available.

A third of the funds will be available in September, January and May.

For those with $27,500 available per year, $9,166.66 will be available in September, January and May. For those with $22,500 available per year, $7,500 will be available in September, January and May.

Requesting funds

Request funds by submitting a completed Comptroller Judiciary Apportionment Voucher **http://www.window.state.tx.us/taxinfo/taxforms/73-279.pdf**.

Funds may be requested for anticipated expenses. Vouchers for anticipated expenses should list expenses that are reasonably expected to occur within the dates requested. A voucher submitted in September for $9,166.66 for expenses through December must be for regular expenses expected to occur in that time period.

If an office requests more funds than are available, only the remaining available funds will be reimbursed. If a request for $10,000 is made for funds in September, only $9,166.66 will be disbursed. Another voucher must be submitted when the next third becomes available. Call the Comptroller's Judiciary Section at any time to inquire about the amount available at **(800) 531-5441, ext. 3-4886**.

Call us with questions at: (800) 531-5441, ext 6-5985.

The apportionment form is located at *www.window.state.tx.us/taxinfo/taxforms/40-forms.html*

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG 31 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: DISTRICT ATTORNEY - STATE SUPPLEMENT (080-010) **DATE:** 8/28/15

CURRENT POSITION TITLE: **CURRENT SLOT. #:** G019

REQUESTED POSITION TITLE: CLERK I
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:	$ 0.00	$ ~~10,500.00~~ $10,504.00 OT	$ ~~10,500.00~~ $10,504.00 OT
	Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ 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	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

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

Upon evaluation/ assessment of the District Attorney's Office it was determined that the department was in need of a regular part-time Clerk I position to provide administrative support.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG 31 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Criminal District Attorney - State Supplement (080-010) **DATE:** 8/28/15

CURRENT POSITION TITLE: CLERK I **CURRENT SLOT. #:** T017

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 8,302.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ ($8,302.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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)

Upon evaluation of the District Attorney's office it was determined that this position is no longer needed.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 08/28/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 8/31/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 8/31/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG 31 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Criminal District Attorney - State Supplement (080-010) **DATE:** 8/28/15

CURRENT POSITION TITLE: CLERK I **CURRENT SLOT. #:** T018

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 6,683.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ ($6,683.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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)

Upon evaluation of the District Attorney's office it was determined that this position is no longer needed.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

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

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

August 27, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioner's court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the Apportionment Funds appropriated in the General Appropriations Act for the District Attorney. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$22,500.00	Apportionment Funds for State Appropriation Year 2016

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/31/15
Date

AI-51000 **District Attorney 7. A.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA's- State Supplement (1281):
1. Requesting approval to accept the FY 2015-2016 D.A. State Supplement in the amount of $22,500.00.
2. Approval of certification of revenues as certified by the County Auditor for the FY 2015-2016 D.A. State Supplement Grant.
3. Approval of appropriation of funds in the amount of $22,500.00.
4. Approval to create one (1) Part Time position and approval to waive the posting procedures:

Slot #	Dept/Program	Position Title	Proposed Hourly Rate	Proposed # of Working Hours	Proposed Budgeted Salary
G019	080-010	Clerk I	$10.10	1,040	$10,504.00

5. Approval to delete the following temporary part time positions, effective 09/01/2015:

Slot#	Dept/Program	Position Title	Budgeted Salary
T017	080-010	CLERK I	$8,302.00
T018	080-010	CLERK I	$6,683.00

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

BACKGROUND

Funding is provided by the State.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 5-1281-412-00-080-010-6-XXX

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

BUDGETARY IMPACT:

County Fiscal/Calendar Year: 5
Grant Account Fiscal Year: 6
State Fiscal Year: 2016

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

"DA State Supplement Grant Revenue"- Acct# 5-1281-334-10-080-010-6-000

Grant Period 9/01/2015 to 08/31/2016

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

Attachments

APPROPRIATION
JOB DESCRIPTION
APPORTIONMENT GUIDELINES

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/20/2015 03:15 PM
Manuel Chapa	Manuel Chapa	08/21/2015 11:52 AM
Auditor's Office	Debbie Tamez	08/21/2015 02:39 PM
Obdett Calzada	Obdett Calzada	08/28/2015 04:42 PM
Purchasing Department		
Form Started By: Ramiro Sendejo		Started On: 08/20/2015 11:11 AM

Minerva Diaz

From: Ramiro Sendejo [ramiro.sendejo@da.co.hidalgo.tx.us]
Sent: Thursday, August 20, 2015 11:02 AM
To: 'Minerva Diaz'
Cc: 'Rosalinda Cantu'; 'Deborah Fischer'
Subject: FY2016 D.A. STATE SUPPLEMENT CERTIFICATION OF REVENUES

Good Morning Minerva,

Please process a Certification of Revenue in the amount of $22,500.00 for the D.A. State Supplement Fiscal Year 2016.

An agenda item will be presented to Commissioners Court requesting acceptance of these funds.

If you have any questions please let me know.

Thank You,

Ramiro Sendejo
Accountant
Administration Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2300 ext. 757
(956) 318-2078 FAX
ramiro.sendejo@da.co.hidalgo.tx.us

****
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****

DATE: August 20, 2015

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 5-1281-412-00-080-010-6-XXX

Contact Person: Ramiro Sendejo **Ph#** 292-7604 Ext. 8082

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
5-1281-412-00-080-010-6-114	PART-TIME EMPLOYEES	$10,712.87
5-1281-412-00-080-010-6-211	HEALTH INSURANCE	$5,909.40
5-1281-412-00-080-010-6-212	LIFE INSURANCE	$37.56
5-1281-412-00-080-010-6-220	FICA	$819.53
5-1281-412-00-080-010-6-230	RETIREMENT	$1,208.41
5-1281-412-00-080-010-6-250	UNEMPLOYMENT COMP	$64.28
5-1281-412-00-080-010-6-260	WORKER'S COMP	$22.50
5-1281-412-00-080-010-6-610	GENERAL SUPPLIES	$3,725.45
5-1281-334-10-080-010-6-000	DA State Supplement Grant Revenue	$22,500.00
	TOTAL BUDGET INCREASE (DECREASE)	**$22,500.00**

REASON: 2015-2016 Budget. Funding provided by the State from September 1, 2015 - August 31, 2016.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DISTRICT ATTORNEY - STATE SUPPLEMENT (080-010) **DATE:** 8/28/15

CURRENT POSITION TITLE: **CURRENT SLOT. #:** G019

REQUESTED POSITION TITLE: CLERK I
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 10,500.00 (Proposed Budgeted Salary) $ 10,500.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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)

Upon evaluation/ assessment of the District Attorney's Office it was determined that the department was in need of a regular part-time Clerk I position to provide administrative support.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 08/24/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Criminal District Attorney - State Supplement (080-010) **DATE:** 8/28/15

CURRENT POSITION TITLE: CLERK I **CURRENT SLOT. #:** T017

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 8,302.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (S8,302.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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)

Upon evaluation of the District Attorney's office it was determined that this position is no longer needed.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 08/28/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Criminal District Attorney - State Supplement (080-010) **DATE:** 8/28/15

CURRENT POSITION TITLE: CLERK I **CURRENT SLOT. #:** T018

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 6,683.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (S6,683.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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)

Upon evaluation of the District Attorney's office it was determined that this position is no longer needed.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 08/28/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-51052 **District Attorney** **6. B.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA-HCDA-VU
Presentation of the "Hidalgo County Criminal District Attorney's Office - Victims Unit" (HCDA-VU) for the following:
-Eligibility Policy
-Victim Assistance Program Rules, Regulations and Policy Handbook

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

HCDA-VU Policies
HCDA-VU Handbook

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/24/2015 03:05 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Ramiro Sendejo Started On: 08/24/2015 02:12 PM
Final Approval Date: 08/28/2015

HCDA-VU ELEGIBILTY POLICY

"In determining eligibility for individuals seeking services from Hidalgo County District Attorney Office "Victims Unit" (HCDA-VU) program, this agency bases screening procedures solely on the individuals' status as a victim of a violent crime and these victims are eligible for services without regard to the following:

1. Income
2. Ability to contribute, donates, or pays for services
3. Gender
4. Sexual orientation/identification
5. Type of abuse, including victimization by the sex industry
6. Disabilities, as defined by the American with Disabilities Act
7. Number of previous time's services has been sought from this organization or other community based programs
8. Cultural Barriers of this organization, including language
9. Number of children accompanying the victim; or
10. Immigration status

The Hidalgo County District Attorney Office "Victims Unit" program makes every reasonable effort to serve non-English, or Limited English Proficiency (LEP), speaking persons seeking services in their native language. For cases in which staff or volunteers do not speak the victim's language, staff or volunteers will utilize existing community resources to provide translation services. Staff or volunteers will seek assistance from the telephone company for language line services only when face to face communications cannot be facilitated. Please review the "Hidalgo County District Attorney Office "Victims Unit" LEP procedures for more information on how to do this. If services have been previously terminated and an otherwise eligible victim requesting reconsideration of services the victim's current circumstances will be reassessed to determine if the behaviors that resulted in the previous termination are still present. If staff determines that the behaviors are no longer present, then the agency will re-consider the victim for further assistance. If the agency determines that the behaviors continue to exist, then a staff member or volunteer will make every reasonable effort to develop a safety plan with the victim. If the organization has direct knowledge that the victim exhibits behaviors that threaten the safety and security of staff and other clients, the organization may preclude eligible victims from receiving services. At the "Hidalgo County District Attorney Office "Victims Unit", these behaviors include the following:

1. Possessing a weapon
2. Being violent and/or abusive towards others
3. Maliciously or purposely divulging the location of the shelter
4. Threatening to hurt staff or other victims/clients

This policy shall take effect as of, _____, and can be modified as needed with the approval of the Hidalgo County Criminal District Attorney and Commissioners Court. This policy shall be reviewed every two (2) years and modified as needed.

HCDA-VU TERMINATION POLICY & GRIEVANCE PROCEDURES

1."When Terminating a client from services, the HIDALGO COUNTY DISTRICT ATTORNEYS OFFICE- VICTIMS UNIT will comply with the Americans with Disabilities Act, Title VI of the Civil Rights Act; §504 of the Rehabilitation Act; the Age Discrimination Act of 1975; and other applicable laws and regulations."

a. The American with Disabilities Act, title III, (http://www.ada.gov/pubs/adastatue08.htm) prohibits the discrimination against clients because of a mental or physical disability. This law provides qualified disable clients with the right to access services and benefits by ensuring facility accessibility where benefits and services are provided. This law requires that victim service centers to make every reasonable effort to accommodate clients who are protected under the American with Disabilities Act.

b. The Civil Rights Act of 1964. Title VI, (http://www.usdoj.gov/crt/cor/coord/titlevistat.php) states in part that potential clients cannot be denied services and benefits due to race, color, national origin, or religion in any programs that receives funding from the Department of Health and Human Services (HHS).

c. The Rehabilitation Act of 1973 (http://www.dotcr.ost.dot.gov/documents/ycr/REHABACT.HTM) applies to all recipients of federal assistance from HHS. This law prohibits excluding or denying individuals with disabilities equal opportunity to receive benefits and services.

d. The Age Discrimination Act (http://www.dol.gov/oasam/regs/statues/ageact.htm) requires equal access to services and benefits regardless of the client's age. This law stated that no person, based on their age, can be denied benefits from, be excluded from participation in, or be limited in access to any program or activity that receives federal financial assistance. This law prohibits policies or practices that exclude a client based on her/his age or the age of any dependents.

2. "When a victim is terminated from the agency's services, HCDA-VU, will:

A. Give client an opportunity to participate in an exit interview (evaluation of services.)
B. Give the client in writing the agency's policy regarding retention and destruction of client's files.

C. Discuss if and how the agency will forward notification or mail
D. Help the client revise her/his safety plan
E. Give the client referrals to other shelters and community resources
F. Review grievance and appeals policy; and
G. Provide the client and contact information for appropriate grant managers, if this information is requested.

"If victim services have been terminated involuntarily, the agency will follow the procedures outlined above and will document the reasons of termination. In addition, HCDA-VU will give the victim the written procedures to appeal the termination and file a grievance.
Services to non-residents may be terminated for behaviors that put the safety of clients, staff and/or volunteers at risk. These behaviors include: possessing a weapon, being violent and/or abusive towards others, and maliciously or purposely divulging the location of the shelter. This policy shall be non-gender specific and applied equally to all persons.
If services have been previously terminated and an eligible victim requests readmission to program services, the victim's current circumstances should be reassessed to determine if the behaviors that resulted in the previous termination are still present. If it is determined that the behaviors are no longer present, the victim will be readmitted. If is determined that the behaviors are still present, a staff member or volunteer will make every reasonable effort to develop a safety plan with the victim. "

3. **Grievance Procedures**
HCDA-VU clients will have the right to file a Grievance in writing and be heard and resolved in a timely manner. If client has a complaint about the services, the Victim Assistance Coordinator or any office policy or procedure they will be able to file any grievances and complaints about the HCDA-VU Program to **RICARDO RODRIGUEZ, JR, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY at (956) 318-2300.**

This policy shall take effect as of, _____, and can be modified as need with the approval of the Hidalgo County Criminal District Attorney and Commissioners Court. This policy shall be reviewed every two (2) and modified as needed.

Hidalgo county Criminal District Attorney's Office

Ricardo Rodriguez, Jr.

VICTIMS UNIT

Victim assistance program Rules, Regulations and Policy Handbook

RICARDO RODRIGUEZ JR.
CRIMINAL DISTRICT ATTORNEY

August 18, 2015

Greetings,

These Victim Assistance Program Rules, Regulations, and Policy Handbook are published by the Hidalgo County Criminal District Attorney's Office Victims Unit, (HCDA-VU) for guidance of its personnel. This handbook will be used to coordinate support services and information to crime victims and their families in compliance with the Texas Code of Criminal Procedure Chapter 56. The HCDA-VU staff will require a high level of confidentiality and will follow this policy handbook to comply with the state statues in victim service delivery. Since it is impossible to cover every conceivable incident that a staff member of this Victims Unit may encounter during day –to- day activities, this handbook shall serve as a guide to be used by staff in providing ethical and professional services.

The rules, regulations and policies of this handbook are designed and intended to provide a basis for the orderly and disciplined performance of the HCDA-VU staff. The handbook will promote knowledge of what is generally and specifically expected of Victims Unit personnel. This should result in a greater degree of self-assurance by all personnel especially when utilizing this handbook for its intended purposes.

Respectfully,

Rosie Martinez
Hidalgo County Criminal District Attorney's Office
Victims Unit Program Director

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I. ELIGIBILITY

A. Eligibility Criteria

The HIDALGO COUNTY DISTRICT ATTORNEYS OFFICE –VICTIMS UNIT (HCDA-VU) will screen victims and provide supportive services to victims of violent crimes and will base the eligibility on the individual's status as a victim, without regard to:

1. Income,
2. Whether the individual contributes, donates, or pays for these services;
3. Gender; and/or sexual orientation
4. Special Circumstances: victims named in criminal case filed with the Hidalgo County Criminal District Attorney's Office.

B. Rule §379.604 Federal and State Laws Regarding Eligibility

When determining eligibility for services, the HCDA-VU must comply with the following applicable state and federal laws and any amendments made to each of the laws.

1. Human Resources Code, Chapter 51
2. Title VI of the Civil Rights Acts of 1964 (Public Law 88-352)
3. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)
4. Americans with Disabilities Act of 1990 (Public Law 101-336)
5. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107)
6. Commission regulations regarding civil rights
7. Texas Health and Safety Code §85.113, relating to HIV/AIDS

C. Rule §379.608 Access to Services with Limited English Proficiency (LEP)

The HCDA-VU must:

1. Serve people with limited English proficiency and take reasonable steps to assure meaningful access to the program; and
2. Have and follow written procedures for the access and delivery of services to people with limited English proficiency.

D. LEP Procedures

A. Identify LEP populations within your community
B. Create a resource list of possible qualified interpreters and translators for LEP population(s) in your community. Interpreters and translators perform similar task but in different settings. Interpreters translate orally wile translator interpret written text.
C. At initial contact with the program, determine the LEP person's native language
D. Ensure that everyone who is in contact with the client has information about the individual's specific language needs and knows how to access a qualified interpreter or the interpreter line.
E. Contact qualified interpreter and review the importance of confidentiality and your agency's confidentiality policies.
F. Ask each interpreter to sign confidentiality agreements as well as an agreement regarding services rendered.
G. Inform client of your policies that outline providing access to services. In addition, tell the client that she/he has the right to have a qualified interpreter when/if they have to go to court.
H. Try to make sure the client feels comfortable with the interpreter.
I. With the help of a qualified interpreter, tell the LEP client how to contact the police and explain to her/him their legal rights as well as what to expect from a police response. Keep in mind that some clients may not feel comfortable working with the police and assist them with the process.
J. Try to ensure that the information the interpreter provides is clear to the LEP client.
K. Construct a plan for communication between advocates and the LEP client in the future.
L. Work with the client on a safety plan that includes language including confidentiality agreements as mentioned above.
M. Provide intake forms to the client in her/his own language including confidentiality agreement as mentioned above.
N. Provide all written materials with the help of an interpreter.
O. With the help of a qualified interpreter, ensure that the LEP client will be able to participate in the support group meetings by providing interpretations or by providing group meeting in his/her own language.
P. With the help of an interpreter, tell the client about available resources to her/.him and her/his children (such as food, clothing, referrals, legal advocacy services) and how to access those services.
Q. If the client has children with her/him, schedule time to meet with each child individually, along with a qualified interpreter, to assess their needs and inform them of service available.
R. With the help of a qualified interpreter, make a plan for scheduling appointments and meetings that the LEP client needs to attend.

E. Rule §379.605 Gender

Both males and females can be victims of family violence and sexual assault; under this rule the HCDA-VU will serve any victim of family violence and sexual assault without regard to gender. This includes male victims who identify as transgendered, and teenaged sons of otherwise eligible clients.

F. Mental Health Issues

1. HCDA-VU must provide services to victims without regards to their mental health status unless they exhibit behaviors that pose as a safety risk or threat.
2. The intake process will include a screening mechanism to determine id client needs assistance with mental health issues.
3. If client discloses Suicide Ideation and has a plan to commit suicide, the HCDA-VU program stall shall notify the appropriate authority to help client get a mental health evaluation.
4. If client discloses that she/he wants to harm herself/himself or harm others, confidentiality can be breached and HCDA-VU staff shall contact the appropriate law enforcement agency and make a report.
5. Referrals to mental health providers will be made to assist the victims.

G. Substance Abuse Issues

1. The intake process will include a screening mechanism to screen for possible substance abuse.
2. Appropriate referrals will be made for agencies that provide drug rehabilitation services and for medical attention.

II. ORIENTATION FOR VICTIM SERVICES

A. Explanation of services "Program Procedures & Consent For Service Form"

All clients that have been seen in person will be given a signed copy of the "Program Procedures and Consent Form" and the original will be kept on client intake file. This form will contain the following information:

1. Welcome and introduction of services of the Hidalgo County District Attorney's Office - Victims Unit

2. Aims and Goals of the program

3. Setting, cancelling and rescheduling appointments

4. No charge or fees to receive services

5. How to file a complaint or grievance

6. Signing a Consent form to receive victim assistance

III. INTAKE PROCESS

The HCDA-VU PROGRAM will have an intake process for all victims of crime that will include the following:

A. Crisis Response Sheet

This sheet will be filled out for all calls for assistance. The sheet will document the initial form of contact and will serve to screen calls and make appropriate referrals. The form will be reviewed by the VAC and a follow-up contact will be required.

Special Eligibility Circumstances: if the victim calls to request services and does not reside in the eligible counties area, the victim shall be referred to the nearest agency that can provide victim services. Such referral shall be documented in with a crisis response sheet. This crisis response sheet shall represent that there is no intake forms or signatures of client and services ***will not*** be provided in person. Services were provided via phone, mail, fax or other electronic communication.

B. Intake Forms

All applicable forms will be filled out and translated or read to client's native language, the HCDA-VU staff will follow the LEP Procedures to ensure that victims obtain information in their native language. The client will be explained and read the forms in their native language to ensure they understand what they are signing. The intake process will include the following forms:

1. Intake Form
2. Crime Information
3. Case Notes
4. Medical Information
5. Prescription Information
6. Program Procedures and Consent Form
7. Authorization to Exchange Information

8. Confidentiality Agreement

9. Service Sheet

C. Confidentiality Statement

The HCDA-VU will follow policies to ensure the confidentiality of client. Client file/records and information are considered confidential under certain situations permitted by law. Issues discussed with victims certain situations are considered confidential, however, there are limits to the privilege of confidentiality. These situations include:

1. *SUSPECTED CHILD ABUSE*: Pursuant to the Tex. Fam. Code § 261.101. Persons Required to Report; Time to Report. (a) A person having cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report as provided by this subchapter. (b) If a professional has cause to believe that a child has been abused or neglected or may be abused or neglected, or that a child is a victim of an offense under §21.11, Penal Code, and the professional has cause to believe that the child has been abused as defined by §261.001 or §261.401, the professional shall make a report not later than the 48th hour after the hour the professional first suspects that the child has been or may be abused or neglected or is a victim of an offense under Tex. Penal Code §21.11. A professional may not delegate to or rely on another person to make the report.

2. *MANDATORY REPORT OF CHILD ABUSE* :Pursuant to the Tex. Fam. Code § 261.105 All reports received by a local or State law enforcement agency that allege abuse or neglect by a person responsible for a child's care, custody, or welfare shall be referred immediately to the Department of Family and Protective Services or the designated agency. By Phone: 1-800-252-5400 or https://www.txabusehotline.org

3. *HARM TO SELF OR OTHERS*: disclosing information to any of the HCCDA -Victims Unit staff that you have suicide ideation and have a plan to commit or act against your life, or are in danger of harming yourself or others, will be reported to the appropriate local Mental Health Authority or call 911 if you are in immediate danger. Local Mental Health Center: Tropical Texas Behavioral Health Crisis Phone: 877-289-7199 Main Phone: 956-289-7000 Website: http://www.ttbh.org/

4. *SUBPOENAS*: If you're ordered by a court to release information as part of a criminal justice process. Pursuant to Tex. Code. Crim. Proc. Art. 24.01(a) A subpoena may summon one or more persons to appear:(1) before a court to testify in a criminal action at a specified term of the court or on a specified day; or(2) on a specified day:(A) before an examining court;(B) at a coroner's inquest;(C) before a grand jury;(D) at a habeas corpus hearing; or(E) in any other proceeding in which the person's testimony may be required in accordance with this code. Art. 24.01(b) The person named in the subpoena to summon the person whose appearance is sought must be:(1) a peace officer; or(2) at least 18 years old and, at the time the subpoena is issued, not a participant in the proceeding for which the appearance is sought.(c) A person who is not a peace officer may not be compelled to accept the duty to execute a subpoena, but if he agrees in writing to accept that duty and neglects or refuses to serve or return the subpoena, he may be punished in accordance with Article 2.16 of this code.(d) A court or clerk issuing a subpoena shall sign the subpoena and indicate on it the date it was issued, but the subpoena need not be under seal. If a witness refuses to obey a subpoena, he may be fined at the discretion of the court, as follows: In a felony case, not exceeding five hundred dollars; in a misdemeanor case, not exceeding one hundred dollars.

5. *APPLYING FOR CRIME VICTIMS COMPENSATION*: Pursuant to Tex Code Crim. Proc. Art. 56.36 APPLICATION. (a) An applicant for compensation under this subchapter must apply in writing on a form prescribed by the attorney general. (b) An application must be verified and must contain: (1) the date on which the criminally injurious conduct occurred; (2) a description of the nature and circumstances of the criminally injurious conduct; (3) a complete financial statement, including: (A) the cost of medical care or burial expenses and the loss of wages or support the claimant or victim has incurred or will incur; and (B) the extent to which the claimant or victim has been indemnified for those expenses from a collateral source; (4) if appropriate, a statement indicating the extent of a disability resulting from the injury incurred; (5) an authorization permitting the attorney general to verify the contents of the application; and (6) other information the attorney general requires.

6. *NATURAL DISASTER*: In natural disasters whereby protected records may become exposed.

7. *RELEASE OF INFORMATION BY VICTIM*: You may be asked to sign a *Release of Information* so that your Advocate may speak with other mental health professionals, social workers, or family members in an effort to provide victim assistance, and/or when you request a copy of your file.

Certain information will be kept confidential under the following terms:

1. If victim is enrolled in the Address Confidentiality Program with the Office of the Attorney General under Tex. Admin. Code § 61.1005;
2. If victim requested a Pseudonym Name under Tex. Code Crim. Proc. Art. 57B.02 Confidentiality of Identifying Information of Family Violence and Sexual Assault Victims;
3. Under Tex. Code Crim. Proc. Art. 56.09 Victims Right to Privacy: As far as reasonably practical the address of the victim may not be part of the court file except to identify the place of the crime. The phone number of the victim may not be a part of the court file; and
4. If there is a court ordered Ex-Parte or Final Protective Order that states that the address of the victim is confidential.

D. Authorization to Exchange Information

Client will sign a release of information in order to release information in the victim file, information that is gathered during the INTAKE PROCESS and ONLY applies to files kept with the HCDA-VU. this does not apply to any other information used in the criminal justice files.

The HCDA-VU must provide the victim the following information:

1. The right to see their HCDA-VU file
2. The kind of information that is in the file
3. Who within the center has access to their HDCA-VU files?
4. The HCDA-VU policy and practices in confidentiality

5. Current confidentiality laws in Texas and the limits of confidentiality under law, including mandatory reporting abuse or suspected abuse of:

a. Children
b. The elderly
c. People with disabilities

6. The HCDA-VU policy to responding to court orders or requests for information under the Public Information Act

7. The HCDA-VU policy to release information

8. When the records will be decoded and destroyed

9. What kind of information will remain in the file once a victim is terminated services

IV. SERVICE DELIVERY

A. Information and Referral

1. Information and referral will be given to all victims of family violence, sexual assault, survivors of homicide victims, stalking, teen dating violence, human trafficking and child abuse, who call or come in person requesting services.
2. Telephone contact: if a victim calls to request information and referral via telephone and she/he is a ***new client***, a crisis response service sheet will be documented. In addition, there shall be case notes documenting the referrals made.
3. Follow-Up contact will made for all eligible victims to make sure they received the services they needed.
4. All communication methods, to include: telephone, fax, email, mail, or other electronic communication will be documented on clients file.
5. If it is an ***Initial Contact*** and the client has not been seen in person, and there are no client signatures on file. All efforts should be made to make contact with victim in person, in order to explain the policies and procedures of the HCDA-VU program. If the victim cannot be seen, such policies shall be explained to client via phone in the appropriate language. HCDA-VU staff will document that policies and procedures have been explained to client.
6. Special Circumstances: If a victim of a violent crime that does not meet the eligibility criteria for the HCDA-VU program AND requests assistance, HCDA-VU program staff will make all efforts to refer victim to a program that can provide the necessary services. Such efforts will be documented on a crisis response sheet and will be documented as "Other Victim" and/or "Not Eligible for Services" and where the victim was referred.

V.TERMINATION OF SERVICES

A. Rule §379.605 Denial of Services

The HCDA-VU can deny services to an otherwise eligible victim of crime if they have specific behaviors that would make a victim ineligible. These behaviors:

1. Behaviors that threaten the safety and security of the HCDA-VU staff and other clients

2. The denial of services will apply equally to all people; and

3. Comply with the laws and regulations described in this rule.

B. Rule §37.607 Eligibility of Previously Involuntarily Terminated for Nonresidents

The HCDA-VU will take into consideration the safety of a victim for whom services were previously involuntarily terminated and who is currently requesting services.

C. Rule §379.612 Termination of Services

The HCDA-VU may terminate services if:

1. Client requests that services be terminated

2. Client is exhibiting behaviors that threatens the safety and security of the HCDA-VU staff and other clients

3. There is a conflict of interest with client because we have already served the spouse, cohabiting adult, or partner of client.

4. There is no funding for program and program has ended. If this occurs, victim shall be referred to the nearest agency that can provide the services

5. Client does not meet eligibility criteria imposed by state or federal guidelines.

VI. SAFETY AND SECURITY PROCEDURES

A. Rule §379.504 Security Policies and Procedures

The HIDALGO COUNTY DISTRICT ATTORNEYS OFFICE- VICTIMS UNIT has and procedures to promote the safety and security of victims, employees, and volunteers. This policies and procedures must address:

1. Intruders/Criminal Trespass in the Victims Unit Offices
2. Safety In the Courthouse
3. Personal Safety Planning
4. Safety Procedures in Office

B. Intruders/Criminal Trespass

1. Alert the police immediately, decide whether you rely on emergency phone calls or whether you use a panic button /alarm system. Keep in mind that such an alarm system may alert the intruder that the police have been summoned.
2. Do not open the door or allow entrance to the facility
3. Do not confirm or deny the presence of any victim.
4. Provide a "safe room" for the victims to go to until the police arrive. Ideally, this room will lock from the inside, have a phone available.

C. SAFETY IN THE COURTHOUSE

If you any questions on this safety plan to follow in the Hidalgo County Courthouse please contact the safety officer with the Hidalgo County Sheriff's Office located in at 100 Closner Blvd Edinburg, TX 78573.

D. Personal Safety Planning

Victims will be explained and given a copy of a safety plan. A written Personal Safety Plan will be provided in English or Spanish

E. Safety Procedures in Office

In case of an emergency situation that involves any Staff, Volunteer or Victim please follow the procedures below:

1. The HCDA-VU will follow the safety plan of the Hidalgo County Sheriff's Office at all times and for all safety issues
2. If a Staff, Volunteer or victim has a medical emergency, please call 911 immediately. The address of the facility is 100 E. Cano Edinburg TX 78539.
3. If Staff, Volunteer or Victim is in danger of harm or fears for his/her safety; you can ask for a deputy of the HCSO to provide an escort. Notify the authorities at victim's request.
4. Always be aware of your surroundings and of any strangers in building, try and stay close to the exit doors. Learn your nearest exits and safety procedures. When exiting the building stay in well lighted areas and look around the parking lot for any suspicious activity.
5. If you any questions in regards to safety plan for assaults, bomb threats, threatening telephone calls, power outages, evacuation, and natural disasters: please contact the Safety Office with the Hidalgo County Sheriff's Office .

VII. RECORD MANAGEMENT

A. Record Keeping

1. A client's file/records may contain personal identifying information, crime information, court/trial information, dates of services, and notes describing the type of service. Your records will not be released without your written consent, unless an exception outlined in the Confidentiality Section. Client file/records are locked and kept under the custody and control of the HCDA Victims Unit.

VIII.APPENDIX

A. Policies

1. HCDA-VU Eligibility Policy
2. HCDA-VU Termination Policy & Grievance Procedures

B. Forms ENGLISH

1. Crisis Response Sheet
2. Intake form
3. Crime Information
4. Medical Information
5. Prescription Information
6. Program Procedures and Consent for Services
7. Authorization to Exchange Information
8. Confidentiality Statement
9. Personal Safety Plan
10. Victims Unit Program Brochure
11. Client Satisfaction Survey

C. Forms SPANISH

1. Formulario De Datos
2. Declaración Para La Victima y Consentimiento Para Servicios
3. Declaración sobre la confidencialidad
4. Plan de Seguridad Personal
5. Unidad de victimas program brochure
6. Encuesta de servicio al cliente

This Victim Assistance Program Rules, Regulations, and Policy Handbook shall take effect as of, _____, and can be amended or modified as necessary with the approval of the Hidalgo County Criminal District Attorney's Office. This Handbook shall be reviewed every two (2) years.

AI-51036 **District Attorney** **6. C.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA-Victim Coordinator and Liaison Grant (VCLG) (1281):
1. Approval to accept the Victim Coordinator and Liaison Grant (VCLG) in the amount of $42,000 effective 09/01/2015 thru 08/31/2016.
2. Approval and authorization for County Judge to sign the grant contract.
3. Approval of certification of revenues as certified by the County Auditor for the FY 2016 VCL grant.
4. Approval to appropriate the FY 2016 VCLG grant funds.
5. Approval to create one (1) Full Time position as follows:

Slot#	*Dept /Program*	*Position Title*	*Proposed Salary/Allowance*
G001	080-011	Victim Assistance Coordinator	$42,000.00

6. Approval to revise the salary schedule in accordance with Commissioners Court approval.
7. Approval to reclassify fringe benefit expenditures to the Criminal DA - General Fund account.

BACKGROUND

05/19/2015 - AI-49655 - Approval to submit grant application.

Fringes to be paid from the District Attorneys' Criminal DA-General Fund Account #5-1100-412-00-080-002-0-XXX

Ref: AI-51052 (CC Regular 09/01/15)

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1281-412-00-080-011-6-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

AWARD E-MAIL
GRANT CONTRACT
Appropriation
job desc
email
par
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/27/2015 03:00 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Ramiro Sendejo		Started On: 08/21/2015 02:31 PM
Final Approval Date: 08/28/2015		

Ramiro Sendejo

Subject: FW: FY2016 Victim Coordinator and Liaison Grant (VCLG) Award #1662352
Attachments: 1662352.pdf

From: "OAG-GRANTS" <oag-grants@texasattorneygeneral.gov>
To: "rosalinda cantu" <rosalinda.cantu@da.co.hidalgo.tx.us>, "ramon garcia" <ramon.garcia@co.hidalgo.tx.us>
Cc: "Margie Fernandez-Prew" <margie.fernandez-prew@texasattorneygeneral.gov>
Sent: Thursday, August 20, 2015 1:57:02 PM
Subject: FY2016 Victim Coordinator and Liaison Grant (VCLG) Award #1662352

Dear Hidalgo County Criminal District Attorney's Office,

Congratulations! You are being awarded a Victim Coordinator and Liaison Grant (VCLG) for the fiscal year (FY) 2016 (September 1, 2015 - August 31, 2016). Your grant contract is attached to this email.

Please note the following:

- This email correspondence is being sent to the Grant Contact and Authorized Official of record with the Office of the Attorney General (OAG). If you are no longer the person in your organization to receive this information, please forward as appropriate and update your organization's information with the OAG.

- Your grant contract is for one year (FY 2016) and includes your award amount listed on Exhibit A. The final award funding may be different than the initial application amount submitted.

- If you wish to accept the award, you must print one (1) copy. The Authorized Official must sign and return the grant contract by Friday, August 28, 2015 via **email:** OAG-Grants@texasattorneygeneral.gov

- Margie Fernandez-Prew will be your Grant Manager, and will be your contact with our office on all matters regarding your grant.

Thank you for the work that you do on behalf of victims of crime in the state of Texas.

Sincerely,
Grants Operations

GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE

OAG Contract No. 1662352

This contract is executed between the Office of the Attorney General (OAG) and Hidalgo County Criminal District Attorney's Office (GRANTEE) for certain grant funds. The Office of the Attorney General and Hidalgo County Criminal District Attorney's Office may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the Victim Coordinator and Liaison Grant (VCLG) program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies. It is intended that the grants will be awarded through a competitive selection and allocation process taking into consideration, among other criteria, the number of victims that may be served by a program. The purpose of this grant contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services. In general, and subject to the limitations of each specific grant contract with each VCLG Grantee, VCLG grant contracts awarded must be used for victim-related services or assistance.

SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2015 and shall terminate August 31, 2016, unless it is terminated earlier in accordance with another provision of this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with Grant Application Kit. GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2015-2016 Grant Application Kit ("Application Kit") if not supplemented, amended or adjusted by the OAG, as acknowledged by GRANTEE.

3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions. The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A. The final Narrative, as submitted by GRANTEE, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract. To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority. To change Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by the Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable

federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems, which include: budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2015, March 30, 2016, June 30, 2016, and continuing until the last quarterly statistical report which is due on or before September 30, 2016.

Contents of Quarterly Statistical Reports. The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

a. Targets as established by the OAG;
b. Outputs and Outcomes as established by the OAG; and
c. Program Impact Narratives.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Grant Budget. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget as established in this contract.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. Grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A request for reimbursement and financial status report are required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2015, GRANTEE will submit fiscal year end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. Unless, otherwise noted on Exhibit C (Special Conditions),

GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR 200 titled Uniform Administrative Requirement (audits of State, Local Government, and Non-Profit Organizations) or any subsequent governing document and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close-Out Invoice. GRANTEE is responsible for submitting bills in an accurate and timely manner. Grantee shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20^{th}) day of each month, or if the 20^{th} falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request, however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of,

destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Reimbursement of Grantee Expenses. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program, are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and

to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports, Notices and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports, Notices and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase in monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, 2 CFR 200, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform

Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable 2 CFR 200, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall also follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does Grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of

GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE OR GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report

this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event the OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 Merging Entities. If GRANTEE merges with an organization that is currently receiving VCLG grant funds for the same purpose, directly from the OAG, and the merger is completed during the current contract term, the standing organization may seek reimbursement for the remaining OAG funding of the dissolving organization in addition to the standing organizations current funding.

If GRANTEE merges or is absorbed by a non OAG funded organization, GRANTEE's contract will be terminated. The non-OAG funded organization cannot seek the funding of the dissolving organization for the current grant period.

11.10 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.11 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.12 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

11.13 Limitation on Civil Legal Services Providers. If GRANTEE is a provider of civil legal services to victims of crime, and if the purpose of the grant funds is to provide legal services to victims of crime, GRANTEE shall comply with the following:

11.13.1 Services to Indigent Clients. GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims and claimants are defined in Article 56.32 of the Texas Code of Criminal Procedure.

11.13.2 Eligibility Screening. GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to these documents at any reasonable time.

11.13.3 No Cases Resulting in Fees. Grant funds to organizations to provide legal services to the victims of crime, immediate family members or claimants in civil matters shall not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions may not be applicable in any case where GRANTEE determines in good faith that the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other

reason which the organization, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

11.13.4 Other Restrictions. Grant funds shall not be used to directly fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue. Grant funds shall not be used to sue or otherwise support a cause of action, claim, or defense against the State of Texas or the Office of the Attorney General, except as specifically provided below.

Grant funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Texas Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government entity directly to an indigent individual, but not to support a claim for actual or punitive damages.

Grant funds shall not be used to support any legal action seeking to establish, obtain or appeal Compensation for Crime Victims payments as administered by the Office of the Attorney General.

11.13.5 Cooperation and Collaboration. GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim related services.

11.13.6 Professional Conduct. In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys. GRANTEE should exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter.

11.13.7 Retainer Agreements and Private Referrals. Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), GRANTEE shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from GRANTEE. For cases that are referred by GRANTEE to a private attorney, GRANTEE shall make available to the accepting attorney a standard form retainer agreement which may be modified based on the agreement between the attorney and client.

The OAG, at its sole discretion, may further limit, authorize or define the scope of permitted legal services offered by the GRANTEE.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL

_____

Printed Name: _____
Office of the Attorney General

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE

_____

Printed Name: _____
Authorized Official

GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE

OAG Contract No. 1662352

EXHIBIT A

Maximum Liability of the OAG. The OAG and GRANTEE agree the total liability of the OAG to GRANTEE, directly or indirectly, arising out of this contract and for reimbursement of all expenses, shall not exceed the following:

FORTY-TWO THOUSAND AND 00/100 ($42,000.00) DOLLARS.

Budget. Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	**State Fiscal Year 2016**
Personnel	$42,000
Fringe Benefits	$0
Professional & Consultant Services	$0
Travel	$0
Equipment	$0
Supplies	$0
Other Direct Operating Expenses	$0
Total	**$42,000**

GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE

OAG Contract No. 1662352

EXHIBIT B

GRANT NARRATIVE

UNLESS OTHERWISE LIMITED, DEEMED INAPPROPRIATE BY SPECIAL CONDITIONS OR ALTERED BY APPROVED BUDGET ADJUSTMENTS/BUDGET MODIFICATIONS, the following narrative provided by GRANTEE in its grant application applies to this contract:

1. The proposed project goals will help us provide victim services for victims of violent crimes including, but not limited to the following:
• Notification to Victims of Indictments- notifications will be mailed to victims named in felony cases which the Grand Jury has indicted. A letter explaining the indictment, victims' rights card, information on crime victim's compensation and the victim impact statement will be mailed to victims.
• Crime Victims Rights- victims will be informed in writing and will be explained their victims' rights in a language that they can read and interpret.
• Victim Impact Statement- victims will be mailed a victim impact statement with an explanation of how this information will be used. They will be provided a form in the language they can read and write. The victim will be notified by mail to contact the VAC if they require assistance in completing this form.
• Victims' Rights to Privacy- the victim will be allowed to request for privacy. The victim's safety will be considered and the VAC will work with other alternatives to maintain the safety of victims as far as reasonably practicable.
• Crime Victims Compensation- T.C.C.P. Art. 56.08 District and County Attorneys must provide a written notice to victims, after they are named as victims in an indictment of a case, of their right to apply for and receive assistance with application process for crime victim's compensation. The VAC will assist victims in applying for crime victim's compensation.
Court Ordered Restitution- the VAC will work with prosecutors in explaining the restitution process to victims. The VAC will coordinate with the OAG's Crime Victims Compensation fund (CVC) to determine if CVC has paid any financial loss caused by the crime.
• Post Sentence Services- the VAC is the liaison between the victim and the penal system and will work closely with the Texas Department of Criminal Justice to provide post sentence services. Such as: Offender/Victim Mediation, Registration for VINE, Parole Review Process, and Victim Survivors Viewing Executions.

• Court Accompaniment- the VAC will provide court accompaniment for victims ONLY upon their prosecutor or victim's request. The VAC will coordinate with other community based advocates when she is not available. The VAC will also explain the criminal justice process and possible sentencing.
• Safety Planning - the VAC will explain and provide a written safety plan to victims of family violence, sexual assault, and survivors of homicide victims.
• Criminal Justice Process- the VAC will explain the criminal justice process to victims and will maintain victims informed of the scheduled court hearings.
• Information and Referral- the VAC will provide victims with information and referrals to other community based support services. Such as: emergency shelter, counseling, support groups, medical, public benefits, legal assistance, immigration relief, and other victim assistance services available.

GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE

OAG Contract No. 1662352

EXHIBIT C

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- Provide most recent Annual Independent Financial Audit or Single Audit within 30 days.
- Submit a complete initialed and signed “Statements Supporting Submission of the application to the OAG Crime Victim Services Division.”
- Submit signed "Resolution of the Governing Body"

DATE: August 27, 2015

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 5-12XX-412-00-080-XXX-6-XXX VCLG

Contact Person: Ramiro Sendejo **Ph#** 292-7604 Ext. 8082

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
5-1281-412-00-080-011-6-113	Regular F/T Employees	$42,000.00
5-1281-334-10-080-011-0-000	VCLG REVENUES	$42,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**$42,000.00**

REASON: To appropriate 2015-2016 Victim Coordinator and Liasion Grant (VCLG). Funding provided by Office of the Attorney General (OAG) from Setember 1, 2015 - August 31, 2016. (Fringes to be paid from the District Attorneys' Criminal DA-General Fund Account #5-1100-412-00-080-002-0-XXX)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY
VICTIM ASSISTANCE COORDINATOR
JOB DESCRIPTION

Job Description: Coordinates support services and information to crime victims, and their families in compliance with the Texas Code of Criminal Procedure; Ensures that crime victims and/or their families are afforded the rights granted to victims by the Texas Code of Criminal Procedure. Prepares all needed information required for presentation of the victim's court case. Position requires a high level of confidentiality. Under the supervision of the Hidalgo County Criminal District Attorney's Office: Victims Unit Program Director

Examples of Work Performed:

1. Coordinates with local community agencies and other victim advocacies to ensure victims are aware of their rights
2. Assists attorneys with case staffing; ensures all cases are assigned as necessary
3. Assist victims with completion of Victim Impact Statement, Crime Victims' Compensation applications or Crime Loss forms and other related forms
4. Coordinate the gathering and submission of information for payment of medical examinations under the Texas Code of Criminal Procedures for victims
5. Assists in providing crisis counseling as necessary
6. Refer victims or their families to social service agencies that may offer additional assistance
7. Duties may require travel to and from different locations inside and outside the County of Hidalgo for the purpose of interviewing and gathering information from a victim
8. Responsible for protecting the rights of the victim and survivors of violent crimes
9. Performs related work as assigned

Experience and/or Education:

1.Bachelor's degree in psychology, social work, criminal justice or related field or
2. Five years experience in a social service agency, preferably dealing with sexual assault and domestic violence issues
3.Experience and ability to respond in a supportive way to people in crisis
4.Knowledge of domestic violence and sexual assault
5.Working knowledge of Texas laws pertaining to domestic violence and sexual assault, as well as the justice system's response to these crimes
6.Familiarity with the network of social and legal services, resources and procedures available in Hidalgo County area

Other Requirements:

1. Adequate personal health, social maturity, and emotional stability to fulfill the functions of the position

2. Must follow strict rules regarding the gathering, decimating, and storage sensitive crime victims" documents, reports, and other information
3. Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, or government regulations
4. Ability to read, write and speak both English and Spanish
5. Ability to write generalized report
6. Excellent interviewing and counseling skills
7. Ability to plan and organize effectively
9. 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
10. Ability to effectively present information and respond to questions from groups, supervisors and the general public
11. Ability to maintain full confidentiality concerning victims and their families
12. Ability to respond with sensitivity and awareness to victims of crime
13. Experience preparing summary reports, chronologies, and analyses of medical records

Computer Skills

1. Must have some personal computer knowledge
2. Ability to learn new computer software
3. Must be familiar with MS Windows products
4. Must have experience with word processing and general knowledge of personal computers
5.Computer proficiency in Microsoft Word, Excel and Publisher and be familiar with other MS Windows products and related software
6. Comfortable using newer technologies such as governmental apps and databases

Certifications

1. Registration, Certification, and Licensure Applicant must have a current valid Texas operator’s driver's license
2. Must be able to be insured by the County’s insurance carrier

THIS IS A SECURITY SENSITIVE POSITION –

1. Position requires gathering, disseminating and storing sensitive crime victim’s documents and offense reports .*BACKGROUND INVESTIGATION IS REQUIRED FOR THIS POSITION*

Ramiro Sendejo

From: Rosalinda Cantu [rosalinda.cantu@da.co.hidalgo.tx.us]
Sent: Monday, August 31, 2015 2:56 PM
To: OAG-GRANTS
Cc: ramiro sendejo
Subject: Re: FY2016 Grant Award – RESPONSE REQUIRED

YES

OAG Contract No.1662352.

Sincerely,

Rosalinda Cantu

HR Coordinator/ Office Administrator
Hidalgo County
Office of the Criminal District Attorney
100 N. Closner Blvd. 5th Floor
Edinburg, Texas 78539
(956) 292-7600 ext. 8085 (956) 318-2078 Fax
rosalinda.cantu@da.co.hidalgo.tx.us

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

From: "OAG-GRANTS" <oag-grants@texasattorneygeneral.gov>
To: "OAG-GRANTS" <oag-grants@texasattorneygeneral.gov>
Sent: Thursday, August 27, 2015 8:32:00 AM
Subject: FY2016 Grant Award – RESPONSE REQUIRED

Dear Grantee,

Please acknowledge receipt of this email message and acceptance of a substantive change made to your grant contract (as listed below).

It should be noted that the change will be made to the contract after it is signed by the grantee but before the OAG executes the contract. Paragraph 4.3.3 will be changed to correct a due date error as indicated below.

4.3.3 Fiscal Year End Required Reports. On or before October 15, ~~2015~~ 2016, GRANTEE will submit fiscal year end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

Once again, please acknowledge acceptance of the change made to the contract via email response of "yes" or "no" and include your grant number(s) by close of business Friday, August 28, 2015. If you agree, the OAG will insert the revised page in place of the previous page (i.e., slip sheeted).

If you have any questions please contact your Grant Manager.

Thank you,
Grants Operations

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG 31 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: DISTRICT ATTORNEY - VCLG (080-011) **DATE:** 8/28/15

CURRENT POSITION TITLE: **CURRENT SLOT. #:** G001

REQUESTED POSITION TITLE: VICTIM ASSISTANCE COORDINATOR
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 42,000.00 (Proposed Budgeted Salary) $ 42,000.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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)

The District Attorney's Office is in need of a Victim Assistance Coordinator position to keep up with the demand in the number of victims of crime, make sure all procedures are in compliance with Chapter 56 of the Texas Code of Criminal Procedures and make sure that all grant requirements are being met.

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

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

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

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

Related fringes benefits to be paid from the District Attorneys' Criminal DA-General Fund Account #5-1100-412-00-080-002-0-XXX

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 08/28/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 8/31/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 8/31/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

COUNTY of HIDALGO

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

EDINBURG, TEXAS 78539

August 27, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioner's court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Office of the Governor-Criminal Justice Division. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$42,000.00	OAG Contract No. 1662352 Victim Coordinator and Liaison Grant (VCLG)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/31/15
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

Minerva Diaz

From: Ramiro Sendejo [ramiro.sendejo@da.co.hidalgo.tx.us]
Sent: Thursday, August 27, 2015 1:58 PM
To: 'Minerva Diaz'
Cc: 'Rosalinda Cantu'; 'Deborah Fischer'
Subject: CERTIFICATION OF REVENUES- FY2016 Victim Coordinator and Liaison Grant (VCLG) Award #1662352

Good Afternoon Minerva,

Please process a Certification of Revenue in the amount of $42,000.00 for the D.A. Victim Coordinator and Liaison Grant (VCLG) Fiscal Year 2016. Below is the Award e-mail we received.

Agenda item #AI-51036 will be presented to Commissioners Court requesting acceptance of these funds. Please note said agenda item was placed for court on September 15, 2015 but has been requested to be moved to September 1, 2015.

If you have any questions please let me know.

Thank You,

Ramiro Sendejo
Accountant
Administration Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2300 ext. 757
(956) 318-2078 FAX
ramiro.sendejo@da.co.hidalgo.tx.us

****
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****

From: "OAG-GRANTS" <oag-grants@texasattorneygeneral.gov>
To: "rosalinda cantu" <rosalinda.cantu@da.co.hidalgo.tx.us>, "ramon garcia" <ramon.garcia@co.hidalgo.tx.us>
Cc: "Margie Fernandez-Prew" <margie.fernandez-prew@texasattorneygeneral.gov>
Sent: Thursday, August 20, 2015 1:57:02 PM
Subject: FY2016 Victim Coordinator and Liaison Grant (VCLG) Award #1662352

Dear Hidalgo County Criminal District Attorney's Office,

AI-51036 **District Attorney 6. C.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA-Victim Coordinator and Liaison Grant (VCLG) (1281):
1. Approval to accept the Victim Coordinator and Liaison Grant (VCLG) in the amount of $42,000 effective 09/01/2015 thru 08/31/2016.
2. Approval and authorization for County Judge to sign the grant contract.
3. Approval of certification of revenues as certified by the County Auditor for the FY 2016 VCL grant.
4. Approval to appropriate the FY 2016 VCLG grant funds.
5. Approval to create one (1) Full Time position as follows:

Slot#	*Dept /Program*	*Position Title*	*Proposed Salary/Allowance*
G001	080-011	Victim Assistance Coordinator	$42,000.00

6. Approval to revise the salary schedule in accordance with Commissioners Court approval.
7. Approval to reclassify fringe benefit expenditures to the Criminal DA - General Fund account.

BACKGROUND

05/19/2015 - AI-49655 - Approval to submit grant application.

Fringes to be paid from the District Attorneys' Criminal DA-General Fund Account #5-1100-412-00-080-002-0-XXX

Ref: AI-51052 (CC Regular 09/01/15)

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1281-412-00-080-011-6-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

AWARD E-MAIL
GRANT CONTRACT
Appropriation
job desc
email
par

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/27/2015 03:00 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Ramiro Sendejo		Started On: 08/21/2015 02:31 PM
Final Approval Date: 08/28/2015		

DATE: August 27, 2015

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 5-12XX-412-00-080-XXX-6-XXX VCLG

Contact Person: Ramiro Sendejo **Ph#** 292-7604 Ext. 8082

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
5-1281-412-00-080-011-6-113	Regular F/T Employees	$42,000.00
5-1281-334-10-080-011-0-000	VCLG REVENUES	$42,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**$42,000.00**

REASON: To appropriate 2015-2016 Victim Coordinator and Liasion Grant (VCLG). Funding provided by Office of the Attorney General (OAG) from Setember 1, 2015 - August 31, 2016. (Fringes to be paid from the District Attorneys' Criminal DA-General Fund Account #5-1100-412-00-080-002-0-XXX)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

Ramiro Sendejo

Subject: FW: FY2016 Victim Coordinator and Liaison Grant (VCLG) Award #1662352
Attachments: 1662352.pdf

From: "OAG-GRANTS" <oag-grants@texasattorneygeneral.gov>
To: "rosalinda cantu" <rosalinda.cantu@da.co.hidalgo.tx.us>, "ramon garcia" <ramon.garcia@co.hidalgo.tx.us>
Cc: "Margie Fernandez-Prew" <margie.fernandez-prew@texasattorneygeneral.gov>
Sent: Thursday, August 20, 2015 1:57:02 PM
Subject: FY2016 Victim Coordinator and Liaison Grant (VCLG) Award #1662352

Dear Hidalgo County Criminal District Attorney's Office,

Congratulations! You are being awarded a Victim Coordinator and Liaison Grant (VCLG) for the fiscal year (FY) 2016 (September 1, 2015 - August 31, 2016). Your grant contract is attached to this email.

Please note the following:

- This email correspondence is being sent to the Grant Contact and Authorized Official of record with the Office of the Attorney General (OAG). If you are no longer the person in your organization to receive this information, please forward as appropriate and update your organization's information with the OAG.

- Your grant contract is for one year (FY 2016) and includes your award amount listed on Exhibit A. The final award funding may be different than the initial application amount submitted.

- If you wish to accept the award, you must print one (1) copy. The Authorized Official must sign and return the grant contract by Friday, August 28, 2015 via **email:** OAG-Grants@texasattorneygeneral.gov

- Margie Fernandez-Prew will be your Grant Manager, and will be your contact with our office on all matters regarding your grant.

Thank you for the work that you do on behalf of victims of crime in the state of Texas.

Sincerely,
Grants Operations

Congratulations! You are being awarded a Victim Coordinator and Liaison Grant (VCLG) for the fiscal year (FY) 2016 (September 1, 2015 - August 31, 2016). Your grant contract is attached to this email.

Please note the following:

- This email correspondence is being sent to the Grant Contact and Authorized Official of record with the Office of the Attorney General (OAG). If you are no longer the person in your organization to receive this information, please forward as appropriate and update your organization's information with the OAG.

- Your grant contract is for one year (FY 2016) and includes your award amount listed on Exhibit A. The final award funding may be different than the initial application amount submitted.

- If you wish to accept the award, you must print one (1) copy. The Authorized Official must sign and return the grant contract by Friday, August 28, 2015 via **email**: OAG-Grants@texasattorneygeneral.gov

- Margie Fernandez-Prew will be your Grant Manager, and will be your contact with our office on all matters regarding your grant.

Thank you for the work that you do on behalf of victims of crime in the state of Texas.

Sincerely,
Grants Operations

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY
VICTIM ASSISTANCE COORDINATOR
JOB DESCRIPTION

Job Description: Coordinates support services and information to crime victims, and their families in compliance with the Texas Code of Criminal Procedure; Ensures that crime victims and/or their families are afforded the rights granted to victims by the Texas Code of Criminal Procedure. Prepares all needed information required for presentation of the victim's court case. Position requires a high level of confidentiality. Under the supervision of the Hidalgo County Criminal District Attorney's Office: Victims Unit Program Director

Examples of Work Performed:

1. Coordinates with local community agencies and other victim advocacies to ensure victims are aware of their rights
2. Assists attorneys with case staffing; ensures all cases are assigned as necessary
3. Assist victims with completion of Victim Impact Statement, Crime Victims' Compensation applications or Crime Loss forms and other related forms
4. Coordinate the gathering and submission of information for payment of medical examinations under the Texas Code of Criminal Procedures for victims
5. Assists in providing crisis counseling as necessary
6. Refer victims or their families to social service agencies that may offer additional assistance
7. Duties may require travel to and from different locations inside and outside the County of Hidalgo for the purpose of interviewing and gathering information from a victim
8. Responsible for protecting the rights of the victim and survivors of violent crimes
9. Performs related work as assigned

Experience and/or Education:

1.Bachelor's degree in psychology, social work, criminal justice or related field or
2. Five years experience in a social service agency, preferably dealing with sexual assault and domestic violence issues
3.Experience and ability to respond in a supportive way to people in crisis
4.Knowledge of domestic violence and sexual assault
5.Working knowledge of Texas laws pertaining to domestic violence and sexual assault, as well as the justice system's response to these crimes
6.Familiarity with the network of social and legal services, resources and procedures available in Hidalgo County area

Other Requirements:

1. Adequate personal health, social maturity, and emotional stability to fulfill the functions of the position
2. Knowledge, Skills and Abilities

3. Ability to maintain full confidentiality about victims and their families
4. Must follow strict rules regarding the gathering, decimating, and storage sensitive crime victims" documents, reports, and other information
5. Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, or government regulations
6. Ability to read, write and speak both English and Spanish
7. Ability to write generalized report
8. Excellent interviewing and counseling skills
9. Ability to plan and organize effectively
10. 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
11. Ability to effectively present information and respond to questions from groups, supervisors and the general public
12. Ability to maintain full confidentiality concerning victims and their families
13. Ability to respond with sensitivity and awareness to victims of crime
14. Experience preparing summary reports, chronologies, and analyses of medical records

Computer Skills

1. Must have some personal computer knowledge
2. Ability to learn new computer software
3. Must be familiar with MS Windows products
4. Must have experience with word processing and general knowledge of personal computers

Computer proficiency in Microsoft Word, Excel and Publisher and be familiar with other MS Windows products and related software

5. Comfortable using newer technologies such as governmental apps and databases

Certifications

1. Registration, Certification, and Licensure Applicant must have a current valid Texas operator's driver's license
2. Must be able to be insured by the County's insurance carrier

THIS IS A SECURITY SENSITIVE POSITION –

1. Position requires gathering, disseminating and storing sensitive crime victim's documents and offense reports .*BACKGROUND INVESTIGATION IS REQUIRED FOR THIS POSITION*

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG 31 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: DISTRICT ATTORNEY - VCLG (080-011) **DATE:** 8/28/15

CURRENT POSITION TITLE: **CURRENT SLOT. #:** G001

REQUESTED POSITION TITLE: VICTIM ASSISTANCE COORDINATOR
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 42,000.00 (Proposed Budgeted Salary) $ 42,000.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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)

The District Attorney's Office is in need of a Victim Assistance Coordinator position to keep up with the demand in the number of victims of crime, make sure all procedures are in compliance with Chapter 56 of the Texas Code of Criminal Procedures and make sure that all grant requirements are being met.

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

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

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

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

Related fringes benefits to be paid from the District Attorneys' Criminal DA-General Fund Account #5-1100-412-00-080-002-0-XXX

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 08/28/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 8/31/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 8/31/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Ramiro Sendejo

From: Rosalinda Cantu [rosalinda.cantu@da.co.hidalgo.tx.us]
Sent: Monday, August 31, 2015 2:56 PM
To: OAG-GRANTS
Cc: ramiro sendejo
Subject: Re: FY2016 Grant Award – RESPONSE REQUIRED

YES

OAG Contract No.1662352.

Sincerely,

Rosalinda Cantu

HR Coordinator/ Office Administrator
Hidalgo County
Office of the Criminal District Attorney
100 N. Closner Blvd. 5th Floor
Edinburg, Texas 78539
(956) 292-7600 ext. 8085 (956) 318-2078 Fax
rosalinda.cantu@da.co.hidalgo.tx.us

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From: "OAG-GRANTS" <oag-grants@texasattorneygeneral.gov>
To: "OAG-GRANTS" <oag-grants@texasattorneygeneral.gov>
Sent: Thursday, August 27, 2015 8:32:00 AM
Subject: FY2016 Grant Award – RESPONSE REQUIRED

Dear Grantee,

Please acknowledge receipt of this email message and acceptance of a substantive change made to your grant contract (as listed below).

It should be noted that the change will be made to the contract after it is signed by the grantee but before the OAG executes the contract. Paragraph 4.3.3 will be changed to correct a due date error as indicated below.

4.3.3 Fiscal Year End Required Reports. On or before October 15, ~~2015~~ 2016, GRANTEE will submit fiscal year end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

Once again, please acknowledge acceptance of the change made to the contract via email response of "yes" or "no" and include your grant number(s) by close of business Friday, August 28, 2015. If you agree, the OAG will insert the revised page in place of the previous page (i.e., slip sheeted).

If you have any questions please contact your Grant Manager.

Thank you,
Grants Operations

GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE

OAG Contract No. 1662352

This contract is executed between the Office of the Attorney General (OAG) and Hidalgo County Criminal District Attorney's Office (GRANTEE) for certain grant funds. The Office of the Attorney General and Hidalgo County Criminal District Attorney's Office may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the Victim Coordinator and Liaison Grant (VCLG) program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies. It is intended that the grants will be awarded through a competitive selection and allocation process taking into consideration, among other criteria, the number of victims that may be served by a program. The purpose of this grant contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services. In general, and subject to the limitations of each specific grant contract with each VCLG Grantee, VCLG grant contracts awarded must be used for victim-related services or assistance.

SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2015 and shall terminate August 31, 2016, unless it is terminated earlier in accordance with another provision of this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with Grant Application Kit. GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2015-2016 Grant Application Kit ("Application Kit") if not supplemented, amended or adjusted by the OAG, as acknowledged by GRANTEE.

3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions. The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A. The final Narrative, as submitted by GRANTEE, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract. To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority. To change Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by the Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable

federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems, which include: budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2015, March 30, 2016, June 30, 2016, and continuing until the last quarterly statistical report which is due on or before September 30, 2016.

Contents of Quarterly Statistical Reports. The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

a. Targets as established by the OAG;
b. Outputs and Outcomes as established by the OAG; and
c. Program Impact Narratives.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Grant Budget. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget as established in this contract.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. Grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A request for reimbursement and financial status report are required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2015, GRANTEE will submit fiscal year end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. Unless, otherwise noted on Exhibit C (Special Conditions),

GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR 200 titled Uniform Administrative Requirement (audits of State, Local Government, and Non-Profit Organizations) or any subsequent governing document and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close-Out Invoice. GRANTEE is responsible for submitting bills in an accurate and timely manner. Grantee shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20^{th}) day of each month, or if the 20^{th} falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request, however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of,

destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Reimbursement of Grantee Expenses. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program, are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and

to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports, Notices and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports, Notices and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase in monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, 2 CFR 200, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform

Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable 2 CFR 200, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall also follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does Grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of

GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE OR GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report

this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event the OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 Merging Entities. If GRANTEE merges with an organization that is currently receiving VCLG grant funds for the same purpose, directly from the OAG, and the merger is completed during the current contract term, the standing organization may seek reimbursement for the remaining OAG funding of the dissolving organization in addition to the standing organizations current funding.

If GRANTEE merges or is absorbed by a non OAG funded organization, GRANTEE's contract will be terminated. The non-OAG funded organization cannot seek the funding of the dissolving organization for the current grant period.

11.10 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.11 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.12 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

11.13 Limitation on Civil Legal Services Providers. If GRANTEE is a provider of civil legal services to victims of crime, and if the purpose of the grant funds is to provide legal services to victims of crime, GRANTEE shall comply with the following:

11.13.1 Services to Indigent Clients. GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims and claimants are defined in Article 56.32 of the Texas Code of Criminal Procedure.

11.13.2 Eligibility Screening. GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to these documents at any reasonable time.

11.13.3 No Cases Resulting in Fees. Grant funds to organizations to provide legal services to the victims of crime, immediate family members or claimants in civil matters shall not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions may not be applicable in any case where GRANTEE determines in good faith that the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other

reason which the organization, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

11.13.4 Other Restrictions. Grant funds shall not be used to directly fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue. Grant funds shall not be used to sue or otherwise support a cause of action, claim, or defense against the State of Texas or the Office of the Attorney General, except as specifically provided below.

Grant funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Texas Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government entity directly to an indigent individual, but not to support a claim for actual or punitive damages.

Grant funds shall not be used to support any legal action seeking to establish, obtain or appeal Compensation for Crime Victims payments as administered by the Office of the Attorney General.

11.13.5 Cooperation and Collaboration. GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim related services.

11.13.6 Professional Conduct. In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys. GRANTEE should exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter.

11.13.7 Retainer Agreements and Private Referrals. Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), GRANTEE shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from GRANTEE. For cases that are referred by GRANTEE to a private attorney, GRANTEE shall make available to the accepting attorney a standard form retainer agreement which may be modified based on the agreement between the attorney and client.

The OAG, at its sole discretion, may further limit, authorize or define the scope of permitted legal services offered by the GRANTEE.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL

_____

Printed Name: _____
Office of the Attorney General

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE

_____

Printed Name: _____
Authorized Official

GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE

OAG Contract No. 1662352

EXHIBIT A

Maximum Liability of the OAG. The OAG and GRANTEE agree the total liability of the OAG to GRANTEE, directly or indirectly, arising out of this contract and for reimbursement of all expenses, shall not exceed the following:

FORTY-TWO THOUSAND AND 00/100 ($42,000.00) DOLLARS.

Budget. Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	**State Fiscal Year 2016**
Personnel	$42,000
Fringe Benefits	$0
Professional & Consultant Services	$0
Travel	$0
Equipment	$0
Supplies	$0
Other Direct Operating Expenses	$0
Total	**$42,000**

GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE

OAG Contract No. 1662352

EXHIBIT B

GRANT NARRATIVE

UNLESS OTHERWISE LIMITED, DEEMED INAPPROPRIATE BY SPECIAL CONDITIONS OR ALTERED BY APPROVED BUDGET ADJUSTMENTS/BUDGET MODIFICATIONS, the following narrative provided by GRANTEE in its grant application applies to this contract:

1. The proposed project goals will help us provide victim services for victims of violent crimes including, but not limited to the following:
• Notification to Victims of Indictments- notifications will be mailed to victims named in felony cases which the Grand Jury has indicted. A letter explaining the indictment, victims' rights card, information on crime victim's compensation and the victim impact statement will be mailed to victims.
• Crime Victims Rights- victims will be informed in writing and will be explained their victims' rights in a language that they can read and interpret.
• Victim Impact Statement- victims will be mailed a victim impact statement with an explanation of how this information will be used. They will be provided a form in the language they can read and write. The victim will be notified by mail to contact the VAC if they require assistance in completing this form.
• Victims' Rights to Privacy- the victim will be allowed to request for privacy. The victim's safety will be considered and the VAC will work with other alternatives to maintain the safety of victims as far as reasonably practicable.
• Crime Victims Compensation- T.C.C.P. Art. 56.08 District and County Attorneys must provide a written notice to victims, after they are named as victims in an indictment of a case, of their right to apply for and receive assistance with application process for crime victim's compensation. The VAC will assist victims in applying for crime victim's compensation.
Court Ordered Restitution- the VAC will work with prosecutors in explaining the restitution process to victims. The VAC will coordinate with the OAG's Crime Victims Compensation fund (CVC) to determine if CVC has paid any financial loss caused by the crime.
• Post Sentence Services- the VAC is the liaison between the victim and the penal system and will work closely with the Texas Department of Criminal Justice to provide post sentence services. Such as: Offender/Victim Mediation, Registration for VINE, Parole Review Process, and Victim Survivors Viewing Executions.

• Court Accompaniment- the VAC will provide court accompaniment for victims ONLY upon their prosecutor or victim's request. The VAC will coordinate with other community based advocates when she is not available. The VAC will also explain the criminal justice process and possible sentencing.
• Safety Planning - the VAC will explain and provide a written safety plan to victims of family violence, sexual assault, and survivors of homicide victims.
• Criminal Justice Process- the VAC will explain the criminal justice process to victims and will maintain victims informed of the scheduled court hearings.
• Information and Referral- the VAC will provide victims with information and referrals to other community based support services. Such as: emergency shelter, counseling, support groups, medical, public benefits, legal assistance, immigration relief, and other victim assistance services available.

GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE

OAG Contract No. 1662352

EXHIBIT C

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- Provide most recent Annual Independent Financial Audit or Single Audit within 30 days.
- Submit a complete initialed and signed "Statements Supporting Submission of the application to the OAG Crime Victim Services Division."
- Submit signed "Resolution of the Governing Body"

AI-50862 **HIDTA - Task Force** **7. A.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

HIDTA

1. Authorization to purchase five (5) additional wireless devices through the County membership/participation with Contract DIR-SDD-1779 (Requisition No. 00283136) with awarded vendor VERIZON WIRELESS for the following:

QTY	DESCRIPTION	DEPT	EMP. NO.	SERVICE
5	Cell Phones	270	Pending Various New Employees	Americas Choice II 400 Share, email & data, $49.99 + $5.00 taxes & fees = $54.99 monthly x 5 phones. (One time charge for accessories - Defender Case for $32.50 x 5 phones = $162.50 & (1) Car charger 10 pack = $65.00)

BACKGROUND

The Hidalgo County "Wireless Device Request Form W.2011.2" will be submitted to Auditor's Office as new HIDTA employees are hired.
Current requisition is to cover for the remainder of the year (4) months.

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#00283136.

Attachments

Verizon Qutoe

form

Form Review

Inbox	Reviewed By	Date

Rosalinda Cantu	Rosie Cantu	08/28/2015 09:21 AM
Budget & Management	Veronica Ortiz	08/28/2015 09:59 AM
Glinda Pacheco	Glinda Pacheco	08/28/2015 10:19 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Nelda Olivarez Started On: 08/12/2015 02:34 PM

Final Approval Date: 08/28/2015

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-SDD-1779 for Wireless Voice, Data Services and Equipment

Date: August 18, 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

WIRELESS PROPOSAL FOR: Hidalgo County Task Force
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID	15818123552
DATE	8/18/2015
TERM	Annual (12 Months)
PAGE	1 of 2

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)	5	$49.99	400	UNLIMITED	Unlimited	2,000	$0.25	$249.95	$2,999.40
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	5					2000		$249.95	$2,999.40

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)]: $2,999.40

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
4G Droid Maxx (PP $20+, plus required BB/PDA bolt on feature)	5	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	5		$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 AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
OtterBox Case	5	$49.99	$32.50	$162.50
Car Charger 10 pack	1	$99.99	$65.00	$65.00
				$0.00
				$0.00
				$0.00
				$0.00
	6			$227.50

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$227.50

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$249.95	$2,999.40
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$227.50
INVESTMENT TOTAL		$3,226.90

3Q15 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
B2B 4G smartphone and 3G iPhone 4S - new line activations (expires 08/31/15) (PP $34.99+)	5	($200.00)	($1,000.00)
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	5		($1,000.00)

QUOTE ID 15818123552

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 04/01/2015

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: _____ Employee ID#_____ Signature:_____

Department: HIDTA Dept#: 270

Quantity: 1

Service: $54.99/mo (x) 4 months = 219.96 Account: 5-1252-412-00-270-012-0532

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

Requisition Total: $1,327.30 **Requisition Number:** 283136

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
	JOSE V. DELGADO	8/31/15

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

Signature	Print Name	Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: _____

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/lslg/article/0,,id=167164,00.html, EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: HIDTA Dept#: 270

Quantity: 1

Service: $54.99/mo (x) 4 months = 219.96 Account: 5-1252-412-00-270-012-0532 -532

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

Requisition Total: $1,327.30 **Requisition Number:** 283136

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
	JOE V. DELGADO	8/31/15

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: _____

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=167164,00.html, EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

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☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

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

Department: HIDTA Dept#: 270

Quantity: 1

Service: $54.99/mo (x) 4 months = 219.96 Account: 5-1252-412-00-270-012-0-532 -532

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

Requisition Total: $1,327.30 **Requisition Number:** 283136

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
	JOSE V. DELGADO	8/31/15

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: _____

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=167164,00.html, EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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☑ 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: _____ Employee ID#_____ Signature:_____

Department: HIDTA Dept#: 270

Quantity: 1

Service: $54.99/mo (x) 4 months = 219.96 Account: 5-1252-412-00-270-012-0532

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

Requisition Total: $1,327.30 Requisition Number: 283136

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
	JOSE V. DELGADO	8/31/15

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: _____

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=167164,00.html, EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☑ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
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☐ Plan Change		
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COUNTY OWNED WIRELESS DEVICE

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

Department: HIDTA Dept#: 270

Quantity: 1

Service: $54.99 /mo (x) 4 months = 219.96 Account: 5-1252-412-00-270-012-0532 -532

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

Requisition Total: $1,327.30 **Requisition Number:** 283136

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
	JOSE V. DELGADO	8/31/15

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

Signature	Print Name	Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: _____

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=167164,00.html, EXAMPLE 2

Revised: 03/09/2011

AI-51053 **Constables** **8. A.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Precinct No. 4:
Discussion, consideration, and approval to appoint Norberto Guerra as Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

BACKGROUND

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

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Monies budgeted within position 294-001 Slot #T023.

Attachments

Chap86

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/24/2015 03:05 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Nayla Munoz		Started On: 08/24/2015 02:15 PM
Final Approval Date: 08/28/2015		

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

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

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

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

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

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

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

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

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

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

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

(2) exempt from Chapter 1702, Occupations Code.

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

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

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

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

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

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

Amended by:

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

AI-51054 **Sheriff's Office** **9. A.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Interlocal Agreement between Hidalgo County (Sheriff's Office) and Edinburg CISD Police Department for Shooting Range Use/Training.
2. Authorization for County Judge, as authorized official, and County Sheriff to sign agreement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	08/24/2015 02:59 PM
Budget & Management	Veronica Ortiz	08/24/2015 03:06 PM
Manuel Chapa	Manuel Chapa	08/26/2015 09:05 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Emilia Uriegas		Started On: 08/24/2015 02:44 PM
Final Approval Date: 08/28/2015		

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

July 13, 2015

Edinburg C.I.S.D. Police Department
1313 E. Schunior
Edinburg, Texas 78539

Re: Interlocal Agreement for Shooting Range Use/Training

Dear Chief Ricardo Perez Jr.:

Please review the enclosed Interlocal Agreement for the utilization of our Hidalgo County Sheriff' Office Shooting Range. This agreement has been reviewed by our legal office and will become effective once signed by all parties involved. Once reviewed and signed, please return accordingly.

Please feel free to contact Division Chief Gabriel Castaneda at (956) 393-6003 with any questions or concerns.

Respectfully,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

STATE OF TEXAS

COUNTY OF HIDALGO

INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH THE HIDALGO COUNTY SHERIFF'S OFFICE AND EDINBURG C.I.S.D. POLICE DEPARTMENT FOR SHOOTING RANGE USE/TRAINING

This Agreement is entered into, by and between the COUNTY OF HIDALGO, TEXAS (COUNTY) By and Through The HIDALGO COUNTY SHERIFF'S OFFICE (SHERIFF'S OFFICE) and the **EDINBURG C.I.S.D. POLICE DEPARTMENT**, hereinafter referred to as LAW ENFORCEMENT AGENCY, pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code, as follows:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Inter-local Cooperation Act, provides that any one or more local government entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the COUNTY, for the purposes of performing functions of law enforcement through its SHERIFF'S OFFICE, has a shooting range/training facility (RANGE);

WHEREAS, the LAW ENFORCEMENT AGENCY has a need for use of the RANGE which will be utilized in the service of crime prevention and for law enforcement purposes, such as training.

WHEREAS, the SHERIFF'S OFFICE and LAW ENFORCEMENT AGENCY are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS, the SHERIFF'S OFFICE and LAW ENFORCEMENT AGENCY have heretofore entered into this Agreement providing for the facility sharing and use of the RANGE to the LAW ENFORCEMENT AGENCY for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, the SHERIFF'S OFFICE and the LAW ENFORCEMENT AGENCY hereby agree as follows:

1. FACILITY SHARING: the SHERIFF'S OFFICE will share and allow use of its RANGE to the LAW ENFORCEMENT AGENCY for use in training related to law enforcement purposes under the following terms and conditions outlined below.

2. IN CONSIDERATION OF THE FACILITY SHARING: LAW ENFORCEMENT AGENCY further agrees to the following:

   a. The LAW ENFORCEMENT AGENCY agrees to scheduling use of the RANGE at a mutually agreeable time and date.

   b. The LAW ENFORCEMENT AGENCY agrees to abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A".

   c. The LAW ENFORCEMENT AGENCY ACCEPTS the RANGE facility in "as-is" condition and acknowledges that the COUNTY and SHERIFF'S OFFICE make no warranty in any manner as to the fitness of the facility for any specific purpose.

   d. The RANGE is the property of the COUNTY and SHERIFF'S OFFICE and use of said RANGE is subject to the policies, rules and procedures established by the SHERIFF'S OFFICE.

   e. The LAW ENFORCEMENT AGENCY agrees that the RANGE shall be solely used in the service of crime prevention and for law enforcement purposes, such as training.

   f. The LAW ENFORCEMENT AGENCY shall be solely responsible for any injuries or damages to persons or property when the RANGE is used by their employees, and shall maintain liability insurance coverage for any such loss. Proof of same shall be provided to COUNTY/SHERIFF'S OFFICE prior to any scheduled use of the RANGE.

   g. The LAW ENFORCEMENT AGENCY shall provide executed Waiver Agreements for Law Enforcement (attached as Exhibit "B") to the HIDALGO COUNTY SHERIFF'S OFFICE prior to any scheduled use of the RANGE.

3. INDEMNITY: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LAW ENFORCEMENT AGENCY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE

COUNTY OF HIDALGO, TEXAS, SHERIFF'S OFFICE, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE RANGE (identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF THE RANGE PROVIDED FOR UNDER THIS AGREEMENT.

4. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

THE HIDALGO COUNTY SHERIFF'S OFFICE WILL RECEIVE NO COMPENSATION FROM THE LAW ENFORCEMENT AGENCY FOR ANY FACILITY SHARING PURSUANT TO THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE IT IS SIGNED BY BOTH PARTIES. THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE OF INTENT TO TERMINATE.

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

COUNTY OF HIDALGO, TEXAS:

By: _____ _____
Ramon Garcia, County Judge Date

HIDALGO COUNTY SHERIFF

By: _____ _____
J.E. "Eddie" Guerra, Sheriff Date

ATTEST:

By: _____ _____
Arturo Guajardo, Jr., County Clerk Date

EDINBURG C.I.S.D. POLICE DEPARTMENT:

By: _____ 08-03-15
Ricardo Perez Jr., Chief of Police — Date

APPROVED AS TO FORM
Office of Criminal District Attorney, Hidalgo County, Texas

By: _____ **Date:** 8/21/15
Josephine Ramirez Solis, Assistant DA

By: _____ Date: 7/30/15
Renee Rodriguez-Betancourt
Legal counsel for ECISD

HIDALGO COUNTY SHERIFF'S OFFICE
FIREARMS RANGE SAFETY RULES

1. **Treat all firearms as though they were loaded.**
2. **Always keep your finger off the trigger and outside the trigger guard until on target and ready to shoot.**
3. **Be certain of the target and what is beyond.**
4. **No one is allowed on the range that is taking any substance that could impair the ability to correctly respond to audible or visual commands. This includes, but is not limited to, alcohol or any prescribed or over the counter medications.**
5. **All firearms training must be properly and adequately supervised.**
6. **Strict discipline and bearing will be maintained.**
7. **Upon picking up a firearm, remove magazine, open the action mechanism, and visually and physically checking to see that it is unloaded.**
8. **Keep the firearm pointed down range at all times.**
9. **No tobacco products on the firing line.**
10. **Never permit the muzzle of a firearm to touch the ground.**
11. **Pay strict attention to the Rangemasters.**
12. **No one should be on the firing line except those firing.**
13. **Electronic devices (cell phones, pagers, ipods, etc.) that can distract shooters will not be permitted on the firing line, unless authorized by the Rangemaster as part of the training.**
14. **All outside agency firearm instructors must check in with HCSO Academy Staff prior to commencing training.**
15. **All incidents and injuries at the HCSO firing range must be reported immediately to Academy Staff.**
16. **These rules apply to all personnel regardless of rank or agency.**

HCSO Academy: 381-7979

Emergency: 9-1-1

Air Ambulance: 1-800-247-3822

EXHIBIT "B"

Waiver Agreement

For Use of Hidalgo County Sheriff's Office Shooting Range by Law Enforcement

I, _____ DO HEREBY CERTIFY THAT I AM OVER THE AGE OF EIGHTEEN (18) AND MAY CONSENT TO THIS AGREEMENT AND WAIVE, HOLD HARMLESS, AND INDEMNIFY THE COUNTY OF HIDALGO, TEXAS AND ITS EMPLOYEES AND ELECTED OFFICIALS FOR THE FOLLOWING:

- THE USE OF THE HIDALGO COUNTY SHERIFF'S OFFICE SHOOTING RANGE AS OPERATED BY THE HIDALGO COUTNY SHERIFF'S OFFICE.

I AM FULLY AWARE OF ANY AND ALL RISKS ASSOCIATED WITH THE ABOVE MENTIONED UNDERTAKING AND FULLY AND UNEQUIVICALLY ASSUME THESE RISKS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- INJURY AND/OR DEATH TO PERSON,
- INJURY AND/OR DAMAGE TO REAL AND/OR PERSONAL PROPERTY.

FURTHMORE, I FULLY UNDERSTAND AND AGREE THAT I WILL USE THE SHOOTING RANGE IN "AS IS" CONDITION AND THAT THE COUNTY OF HIDALGO EXPRESSLY WANES ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTIBILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

INDEMNIFICATION:

I HEREBY VOLUNTARILY RELEASE, DISCHARGE, WAIVE AND RELINQUISH ANY AND ALL ACTION OR CAUSES OF ACTION FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH OCCURRING TO ME AS A RESULT OF MY USE OF THE HIDALGO COUNTY SHERIFF'S OFFICE SHOOTING RANGE. I HEREBY RELEASE, WAIVE, DISCHARGE AND RELINQUISH ANY ACTIONS OR CAUSES OF ACTIONS AFOREMENTIONED, WHICH MAY HEREAFTER ARISE FOR ME AND MY ESTATE, AND AGREE THAT UNDER NO CIRCUMSTANCES WILL I PROSECUTE OR PRESENT ANY CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH AGAINST HIDALGO COUNTY OR ANY OF ITS AGENTS AND EMPLOYEES FOR ANY SAID CAUSE OF ACTION, WHETHER THE SAME SHALL ARISE BY NEGLIGENCE OF ANY SAID PERSONS, OR OTHERWISE. IT IS MY INTENT BY SIGNING THIS WAIVER AGREEMENT TO EXEMPT AND RELEASE, INDEMNIFY AND HOLD HARMLESS HIDALGO COUNTY AND ANY OF ITS EMPLOYEES, ITS ELECTED OR APPOINTED OFFICIALS, EMPLOYEES AND AGENTS FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH.

MY SIGNATURE ON THIS FORM CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE TO THIS WAIVER AGREEMENT AND TO VERIFY MY STATUS AS A LAW ENFORCEMENT OFFICER.

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Agency: _____

Address/location: _____

_____

Signature: _____ Date: _____
Witness/Hidalgo County Representative

AI-51072 **Executive Office** **10. A.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Raul Lozano, COMM. PCT. #1

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #1

Information

CAPTION

Presentation and acceptance of Audit Report submitted by the Emergency Services District No. 2 for year ended December 31, 2014

BACKGROUND

Health and Safety Code Section 775.082(b) states that a district shall prepare and file, with the Commissioners Court of each county that contains any part of the district on or before June 1 of each year, an audit report of the district's fiscal accounts and records. Section 775.082(d) states the Commissioners Court, on application made to the Commissioners Court by the District, may extend up to an additional 30 days the deadline for filing the audit report.

Fiscal Impact

Attachments

AUDIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/26/2015 02:44 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Monica Badillo Started On: 08/26/2015 12:52 PM

Final Approval Date: 08/28/2015

Hidalgo County Emergency Services District No. 2

P.O. BOX 1136
Elsa, Texas 78543

HAND DELIVERED

Board of Directors

Officers

Connie Villanueva
President

Oscar Garza
Vice President

Melissa Perez
Secretary/Treasurer

Members

Gilbert Hinojosa
Antonio Lopez

Legal Counsel
O'Hanlon, Rodriguez & Demerath

Accountant
Antonio R. Sandoval

July 15, 2015

Honorable A.C. Cuellar Jr.,
Hidalgo County Commissioner Prct. 4
Weslaco, Tx 78596

Dear Commissioner Cuellar:

Enclosed herewith please find the audit report for The Hidalgo County Emergency Services District Number 2 as prepared by the auditing firm of Garcia & Pena for the year ended December 31, 2014. As noted in the report the auditing firm issued an unqualified opinion which gives the district a sound financial standing. Please review it and should you have any questions please do not hesitate to contact me.

With best wishes I remain,

Sincerely yours,

Antonio R. Sandoval
Accountant

for CC 9/1/15

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 2

FINANCIAL STATEMENTS
DECEMBER 31, 2014

HIDALGO COUNTY EMERGENCY SERVICES
DISTRICT NO. 2

YEAR ENDED DECEMBER 31, 2014

OFFICERS

Connie Villanueva	President
Oscar Garza	Vice-President
Melissa Perez	Secretary/Treasurer
Gilbert Hinojosa	Board Member
Antonio Lopez	Board Member

HIDALGO COUNTY EMERGENCY SERVICES
DISTRICT NO. 2
AS OF DECEMBER 31, 2014

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PART 1

FINANCIAL SECTION

GARCIA & PEÑA
Certified Public Accountants
P. O. Box 8032
301 West 4th
Weslaco, Texas 78599
956-969-1433 • Fax 956-968-1467 • 956-421-4601

Manuel B. Garcia, CPA
Jaime X. Peña, CPA

INDEPENDENT AUDITOR'S REPORT

Hidalgo County Emergency Services
District No. 2
P.O. Box 1136
Elsa, Texas 78543

We have audited the accompanying financial statements of the government activities, and the aggregate remaining fund information of Hidalgo County Emergency Services District No. 2 as of and for the year ended December 31, 2014, with comparative totals for the year ended December 31, 2013, and the related notes to the financial statements, which collectively comprise Hidalgo County Emergency Services District No. 2's basic financial statements as listed in the Table of Contents.

Management Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and the aggregate remaining fund information, of Hidalgo County Emergency Services District No. 2 at December 31, 2014 and 2013, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages c and 9 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise Hidalgo County Emergency Services District No. 2's basic financial statements. The introductory section and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Garcia & Pena
Certified Public Accountants

June 10, 2015

HIDALGO COUNTY EMERGENCY SERVCES DISTRICT NO. 2
MANAGEMENT'S DISCUSSION AND ANALYSIS

This discussion and analysis is intended to provide an overview of the Hidalgo County Emergency Services District No.2 financial performance for the year ended December 31, 2014 and the related effect on the Hidalgo County Emergency District No. 2's financial condition. Please read it in conjunction with the financial statements which begin on page 1.

FINANCIAL HIGHLIGHTS

- The Hidalgo County Emergency District No. 2 Changes in Net Position – Governmental Type Activities – Total government-wide net position increased $68,337 as a result of this year's operations, in the prior year the increase was $56,366.
- The net increase from the prior year change in equity is $11,971, due to an increase of $8,811 in the tax assessment, a decrease of expenditures of $3,438, and a decrease in penalties and interest of $797 with an increase in miscellaneous receipts of $1,142.
- At the close of the current year, the Hidalgo County Emergency Services District No. 2's governmental fund reported an increase of $64,394, increasing the fund balance to $435,812, which is 220.37% (percent) of total general fund expenditures. The current year fund balance increase of $64,394 as compared to last year's increase of $62,213 was caused by a decrease in expenditure collections of $6,113, coupled with a decrease in revenues of $3,932. This year's collection rate was 95.1% of the current year levy versus 100.6% in the prior year.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. Hidalgo County Emergency Services District No. 2 basic financial statements comprise three components: 1.) Government-wide financial statements, 2.) Fund financial statements, and 3.) Notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements - The government-wide financial statements are designed to provide readers with a broad overview of Hidalgo County Emergency Services District No. 2 finances, in a manner similar to a private-sector business.

The statements of net position present information on all of Hidalgo County Emergency Services District No. 2 assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of Hidalgo County Emergency Services District No. 2 is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net positions are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in the future fiscal period (e.g., uncollected taxes).

The government-wide financial statements distinguish functions of Hidalgo County Emergency Services District No. 2 that are principally supported by taxes and intergovernmental revenues (governmental activities). The governmental activities of Hidalgo County Emergency Services District No. 2 include general government, and ambulance services provided through service contracts.

The Board sets expenditure caps over which Hidalgo County Emergency Services District No. 2 Commissioner's approval is required.

The government-wide financial statements can be found on pages 1-3 of this report.

Fund financial statements - A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Hidalgo County Emergency Services District No. 2, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. Governmental fund are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Hidalgo County Emergency Services District No. 2 maintains one individual governmental fund.

Hidalgo County Emergency Services District No. 2 adopts an annual appropriated budget for its general fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 4-8 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 9-13 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of Hidalgo County Emergency Services District No. 2, assets exceeded liabilities by $674,796 at the close of the most recent fiscal year.

By far the largest portion of Hidalgo County Emergency Services District No. 2 net position (58 percent) reflects its investment in cash, $390,897.

The remaining balance of $238,984 (tax receivables) are not currently available until collected in subsequent years.

Governmental activities. Tax receipts, penalties and interest amounts to $265,583 an increase of 2.86% over the last fiscal year. Expenses were $198,895, down from $202,333 in the previous year, netting a $68,377 increase in net position.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, Hidalgo County Emergency Services District No. 2 uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of Hidalgo County Emergency Services District No. 2's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing Hidalgo County Emergency Services District No. 2's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, Hidalgo County Emergency Services District No. 2 governmental fund reported an ending fund balance of $435,812, which is available for spending at the government's discretion.

The general fund is the chief operating fund of Hidalgo County Emergency Services District No. 2. At the end of the current fiscal year, unreserved fund balance of the general fund was $435,812. As a measure of the general fund's liquidity, it may be useful to compare both unreserved fund balance to total fund expenditures. Unreserved fund balance represents 220.3% percent of total general fund expenditures.

The fund balance of Hidalgo County Emergency Services District No. 2's general fund increased by $64,394 during the current fiscal year, which is $2,181 more than the prior year. Key factors in this change are as follows:

- The tax receipts, penalties and interest revenues, and other income decreased by $3,932 for the year, with expenditures decreasing by $6,113. Total revenues were $262,176 with total expenditures of $197,782, netting the $64,394 increase.

CAPITAL ASSETS

Capital Assets. Hidalgo County Emergency Services District No. 2's investment in capital assets for its governmental activities as of December 31, 2014, amounts to $-0-.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of Hidalgo County Emergency Services District No. 2's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Hidalgo County Emergency Services District No. 2's, P.O. Box 1136, Elsa, Texas 78543.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 2
GOVERNMENT-WIDE STATEMENTS OF NET POSITION
DECEMBER 31, 2014

	2014	2013
ASSETS AND DEFERRED OUTFLOW OF RESOURCES		
Cash	$ 156,770	$ 97,620
Certificate of Deposit	234,127	233,718
Due from County	56,550	59,376
Tax Assessment Receivable (Net)	238,984	235,042
Total Assets	686,431	625,756
Deferred Outflow of Resources	-	-
Total Assets and Deferred Outflow of Resources	$ 686,431	$ 625,756
LIABILITIES, DEFERRED INFLOW OF RESOURCES		
Liabilities		
Trade Payable	$ -	$ 13,750
Due to Tax Attorney	11,635	5,546
Total Liabilities	11,635	19,296
Deferred Inflow of Resources	-	-
Net Position		
Unrestricted	674,796	606,460
Total Net Position	674,796	606,460
Total Liabilities, Deferred Inflow of Resources, and Net Position	$ 686,431	$ 625,756

The accompanying notes to the financial statements are an integral part of this statement.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 2
GOVERNMENT-WIDE STATEMENT OF ACTIVITIES
DECEMBER 31, 2014

Program Activities	Expenses	Taxes Penalties/Interest	Operating Grants and Contributions	Total
Governmental activities				
General government and administration	$ 31,443	$ 98,131	$ -	$ 66,688
Service Contracts	167,452	167,452		-
Interest on long-term debt				
Total governmental activities	$ 198,895	$ 265,583	$ -	$ 66,688

General revenues:	
Investment earnings	405
Gain (loss) on sale/retirement of capital assets	
Miscellaneous	1,244
Total general revenues	1,649
Changes in net position	68,337
Net position at beginning of year, as adjusted	606,460
Net position, at end of year	$ 674,797

The accompanying notes to the financial statements are an integral part of this statement.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 2
GOVERNMENT-WIDE STATEMENT OF ACTIVITIES
DECEMBER 31, 2013

Program Activities	Expenses	Taxes Penalties/Interest	Operating Grants and Contributions	Total
Governmental activities				
General government and administration	$ 31,333	$ 87,196	$ -	$ 55,863
Service Contracts	171,000	171,000		-
Interest on long-term debt				
Total governmental activities	$ 202,333	$ 258,196	$ -	$ 55,863

General revenues:	
Investment earnings	431
Gain (loss) on sale/retirement of capital assets	
Miscellaneous	72
Total general revenues	503
Changes in net position	56,366
Net position at beginning of year, as adjusted	550,094
Net position, at end of year	$ 606,460

The accompanying notes to the financial statements are an integral part of this statement

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 2
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2014

	2014	2013
Cash Flows From Operating Activities:		
Cash received from tax payers	$ 267,143	$ 245,950
Cash received from others	1,244	72
Cash payments to suppliers for goods and services	(28,031)	(35,259)
Cash payments for service contracts	(181,202)	(157,250)
Net Cash Provided by Operating Activities	59,154	53,513
Cash Flows From Investing Activities:		
Interest on cash and cash investments	405	431
Net Increase (Decrease) In Cash	59,559	53,944
Cash at the Beginning of the Year	331,338	277,394
Cash at the End of the Year	$ 390,897	$ 331,338
Reconciliation of income (loss) from operations to net cash provided (used) by operating activities		
Income (loss) from operations	$ 66,688	$ 55,863
Changes in Assets		
Due from the County	2,825	(23,502)
Changes in Liabilities		
Tax Receivable	(3,942)	5,847
Trade Payable	(13,750)	13,750
Accrued Expense	6,089	1,483
Other Income	1,244	72
Net cash provided (used) by operating activities	$ 59,154	$ 53,513
Reconciliation of total cash and cash investments		
Current Cash	$ 156,770	$ 97,620
Certificate of Deposits	234,127	233,718
	$ 390,897	$ 331,338

The accompanying notes to the financial statements are an integral part of this statement.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 2
BALANCE SHEET
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013

ASSETS	2014	2013
Cash	$ 156,770	$ 97,620
Certificate of Deposit	234,127	233,718
Due from County	56,550	59,376
Tax Assessment Receivable (Net)	238,984	235,042
Total Assets	686,431	625,756
Deferred Outflow of Resources	-	-
Total Assets and Deferred Outflow of Resources	$ 686,431	$ 625,756
LIABILITIES, DEFERRED INFLOW OF RESOURCES, AND NET POSITION		
Trade Payable	$ -	$ 13,750
Due to Tax Attorney	11,635	5,546
Total Liabilities	11,635	19,296
Deferred Inflow of Resources	238,984	235,042
Fund Balance Unrestricted	435,812	371,418
Total Liabilities, Deferred Inflow of Resources, and Fund Balance	$ 686,431	$ 625,756

The accompanying notes to the financial statements are an integral part of this statement.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 2
RECONCILIATION OF THE BALANCE SHEET TO THE STATEMENT OF NET POSITION
FOR THE YEAR ENDED DECEMBER 31, 2014

	2014	2013
Total fund balances-total governmental funds	$ 435,812	$ 371,418
Amounts reported for governmental activities in the statement of net position are different because:		
Deferred revenues are not considered available financial resources and therefore, are not reported in the governmental fund balance sheet equity section	238,984	235,042
Net position of governmental activities	$ 674,796	$ 606,460

The accompanying notes to the financial statements are an integral part of this statement.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 2
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013

	General Fund	
	2014	2013
Revenues		
Tax Receipts, Net of Refunds	$ 242,369	$ 246,650
Penalties & Interest	18,158	18,955
Interest	405	431
Other Income	1,244	72
Total Revenues	262,176	266,108
Expenditures		
Collection and Assessment Fees		
Hidalgo County (Note 1)	2,614	2,572
Service Contract		
Ambulance Contract	161,452	165,000
Aid to Communities	6,000	6,000
Administrative Fees and Contract Services		
Advertising	-	278
Travel	7,688	4,237
Legal and Professional	18,914	16,502
Insurance	267	7,463
Office	847	1,843
Total Expenditures	197,782	203,895
Excess of Revenues Over (Under) Expenditures	64,394	62,213
Fund Balance, January 1,	371,418	309,205
Fund Balance, December 31,	$ 435,812	$ 371,418

The accompanying notes to the financial statements are an integral part of this statement.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 2
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS TO STATEMENT OF ACTIVITIES
DECEMBER 31, 2014

	2014	2013
Net change in fund balance-total governmental funds	$ 64,394	$ 62,213
Amounts reported for governmental activities in the statement of net position are different because:		
Some property tax will not be collected for several months after the fiscal year - end assessments and these are not considered available revenues in the governmental funds.	12,529	(1,523)
Tax adjustments and allowance for uncollectible amounts are recognized thru the deferred revenue accounts in the governmental funds		
Tax adjustments	(7,473)	(5,886)
Allowance for bad-debt expenses	(1,113)	1,562
Changes in net position of governmental activities	$ 68,337	$ 56,366

The notes to the financial statements are an integral part of this statement.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 2
COMBINED STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE-BUDGET AND ACTUAL
DECEMBER 31, 2014

	Budgeted Amounts		Actual GAAP	Variance With Final	2013
	Original	Final	Basis	Budget	Actual
Revenues					
Property Taxes	$ 232,955	$ 232,955	$ 242,369	$ 9,414	$ 246,650
Penalties & Interest	12,000	12,000	18,158	6,158	18,955
Interest	700	700	405	(295)	431
Other Income	100	100	1,244	1,144	72
Total Revenues	245,755	245,755	262,176	16,421	266,108
Expenditures					
General Government	53,100	53,100	30,330	22,770	32,895
Service Contracts					
Ambulance Services	168,000	168,000	161,452	6,548	165,000
Aid to Communities	20,000	20,000	6,000	14,000	6,000
Grant Matching Funds				-	
Total Expenditures	241,100	241,100	197,782	43,318	203,895
Excess (Deficiency) of Revenues Over Expenditures	4,655	4,655	64,394	59,739	62,213
Other Financing Sources (Uses)					
Operating transfers-in					
Operating transfers-out					
Total Other Financing Sources (Uses)					
Excess (Deficiency) of Revenues and other Financing Sources Over Expenditures and Other Uses	$ 4,655	$ 4,655	64,394	$ 59,739	62,213
Fund Balance, January 1			371,418		309,205
Fund Balance, December 31,			$ 435,812		$ 371,418

The notes to the financial statements are an integral part of this statement.

NOTES TO FINANCIAL STATEMENTS

NOTE 1. NATURE OF DISTRICT AND SIGNIFICANT ACCOUNTING POLICIES

The Hidalgo County Emergency Services District No. 2 is a political subdivision, established in April 1982 (under Chapter 794 of the Health and Safety Code to Emergency Service Districts) to provide ambulance service to the citizens of Rural Hidalgo County. As of September 1, 2003, Senate Bill 1021, which passed during the 78th Regular Legislative Session, converted all fire prevention districts to emergency service districts. Emergency Services Districts are now required to operate under Chapter 775 of the Health and Safety Code.

Article III, Section 48e of the Texas Constitution authorizes the Commissioner's Courts of participating counties to levy a tax on the ad-volorem properties situated in their districts not to exceed .10 per one hundred valuations as approved by the qualified voters residing in the district. Such a district may provide emergency medical services, emergency ambulance services, rural fire prevention and control services.

The geographical location is as follows for District No. 2

> An area having the boundaries of Mile 14 ½ South, and Mile 7 West on the West, and Mile 2 West on the East, and Mile 20 on the Northside all of which lie within Hidalgo County, Texas.

The District's books and records are maintained on the modified accrual basis of accounting.

(a). Basis of Presentation

The accounting policies of Hidalgo County Emergency Services District No. 2 conform to generally accepting accounting principles as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The district-wide financial statements (the statement of net assets and the statement of changes in net position) report information on all of the activities of the District. District activities, are normally supported by taxes and intergovernmental revenues.

Government Accounting Standards Board has issued the following pronouncements, which are relevant to Hidalgo County Emergency Services District No. 2 that became effective the prior year and have been implemented.

GASB Statement No 60, *Accounting and Financial Reporting For Service Concession Arrangements*

GASB Statement No 61, *The Financial Reporting Entity: Omnibus* – an amendment of GASB Statements No. 14 and No 34.

GASB Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB AICPA Pronouncements.*

GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources and Net Position*

Government Accounting Standards Board has issued the following pronouncement, which is relevant to the Hidalgo County Emergency Services District No. 2, became effective this fiscal year and has been implemented:

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

GASB Statement No 65, *Items Previously Reported as Assets and Liabilities*

This statement establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

The following statements will become effective in future years. Management has not yet determined the effect of these statements; however, the impact is expected to be significant as it relates to GASB 68, as this statement will require the recognition of a previously unrecorded liability.

GASB Statement No. 68, *Accounting and Financial Reporting for Pension Plans – An Amendment of GASB Statement No. 27*

The primary objective of this statement is to improve accounting and financial reporting by state and local governments for pensions. It also improves information provided by state and local governmental employers about financial support for pensions that are provided by other entities. This statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for pensions with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency. The statement is effective for fiscal years beginning after June 15, 2014.

GASB Statement No.69, *Government Combinations and Disposals of Government Operations*

The objective of this statement is to improve financial reporting by addressing accounting and financial reporting for government combinations and disposals of government operations. The term *government combinations* is used in this statement to refer to a variety of arrangement including mergers and acquisitions. Government combinations also include transfers of operations that do not constitute entire legally separate entities and in which no significant consideration is exchanged. Transfers of operations may be present in shared service arrangements, reorganizations, redistricting, annexations, and arrangements in which an operation is transferred to a new government created to provide those services. This statement is effective for government combinations and disposals of government operations occurring in financial reporting periods beginning after December 15, 2013.

GASB Statement No. 70, *Accounting and Financial Reporting for Non-Exchange Financial Guarantees*

Some governments extend financial guarantees for the obligations of another government, a not-for-profit organization, a private entity, or individual without directly receiving equal or approximately equal value in exchange (a non-exchange transaction). As a part of this non-exchange financial guarantee, a government commits to indemnify the holder of the obligations if the entity or individual that issued the obligation does not fulfill its payment requirements. Also, some governments issue obligations that are guaranteed by other entities in a non-exchange transactions.

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The objective of this statement is to improve accounting and financial reporting by state and local governments that extend and receive non-exchange financial guarantees. The provisions of the statement are effective for reporting periods beginning after June 15, 2013. Earlier application is encouraged. Except for disclosures related to cumulative amounts paid or received in relation to a non-exchange financial guarantee, the provisions of this statement are required to be applied retroactively. Disclosures related to cumulative amounts paid or received in relation to a non-exchange financial guarantee may be applied prospectively.

GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date – An Amendment of GASB Statement No. 68*

The objective of this statement is to address an issue regarding application of the transition provisions of Statement No 68, *Accounting and Financial Reporting for Pensions*. The issue relates to amounts associated with contributions, if any, made by a state or local government employer or non-employer contributing entity to a defined benefit pension plan after the measurement date of the government's beginning net pension liability. This statement amends paragraph 137 of Statement 68 to require that, at transition, a government recognize a beginning deferred outflow of resources for its pension contributions, if any, made subsequent to the measurement date of the beginning net pension liability. Statement 68, as amended, continues to require that beginning balances for other deferred outflows or resources and deferred inflows of resources related to pensions be reported at transition only if it is practical to determine all such amounts. The provisions of this statement are required to be applied simultaneously with the provisions of Statement 68.

Basis of Presentation

The District wide financial statements (the statement of net position and the statement of changes in net position) report information on all of the activities of the District. District activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities, demonstrates the degree to which the direct expenses of a given program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific program. Program revenues include (1) taxes billed against the citizen of its geographical area (2), penalties and interest billed for the late payments of taxes that are restricted to meeting the operational or capital requirements of the ambulance service. Interest and other items not properly included among program revenues are reported as general revenues.

(b). Measurement Focus/Basis of Accounting

Measurement focus refers to what is being measured: basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied.

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The district-wide statements are reported using the economic resources measurement focus and the accrual basis of accounting. The economic resources measurement focus means all assets and liabilities (whether current or non-current) are included on the statement of net position and the operating statements present increases (revenues) and decreases (expenses) in net total position. Under the accrual basis of accounting, revenues are recognized when earned. Expenses are recognized at the time the liability is incurred.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual; i.e., when they become both measurable and available. "Measurable" means the amount of the transactions can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures are recorded when the related fund liability is incurred. However, debt service expenditures, as well as expenditures related to compensated absences are recorded only when payment is due.

The revenues susceptible to accrual are taxes, interest income and intergovernmental revenues. All other governmental fund revenues are recognized when received.

(c) Cash and Cash Equivalents
Custodial Credit Risk
Deposits, Certificates of Deposit
Custodial credit risk refers to the risk that in the event of a bank failure, the District's deposits may not be returned to it.

In accordance with the District's fiscal policy as approved by the Board, the District maintains the demand and time deposits through a local depository bank that are members of the Federal Reserve System, and pledge securities to secure the funds of the District beyond the FDIC coverage.

In no time during the current fiscal year did the organization's deposits go over the Federal Depository Insurance Corporation (FDIC) Insurance of $250,000, or the pledged securities.

Hidalgo County Emergency Services District No. 2 considers all short-term investments with an original maturity of three months or less to be cash equivalents.

(d). Investments
Investments are carried at cost plus accrued interest.

(e). Use of Estimates
The preparation of financial statements in conformity with U.S. generally accepted principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(f). Advertising Costs
Advertising costs are charged to operations when incurred. Total advertising costs for the year ended December 31, 2014 were $-0-

(g). Reclassification
Certain items in the prior year report have been reclassified to conform, to current year reclassifications. Such reclassifications had no effect on previously reported net income.

(h). Statement of Cash Flows
For purposes of reporting cash flows, cash includes cash in banks and certificates of deposit, with maturity of three months or less to be cash equivalents.

(i). Income Taxes
The District is exempt from Federal income taxes and therefore no provision for Federal income taxes has been made in the accompanying financial statements.

NOTE 2. CONCENTRATION OF CREDIT RISK

The District maintains its cash balance in three accounts at one financial institution located in Elsa, Texas. The balanced are insured by the Federal Deposit Insurance Corporation up to $250,000. At December 31, 2014, the uninsured cash balance totaled $140,897.

The District maintained account balances in one bank, as follows:

Financial Institution	FDIC Coverage	Securities Pledged	Cash on Deposit	Excess (Deficiency) In Depository Security
Elsa State Bank	$ 250,000	$ -	$ 390,897	$ (140,897)
	$ 250,000	$ -	$ 390,897	$ (140,897)

NOTE 3. DISCLOSURES ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The estimated fair values of Hidalgo County Emergency Services District No. 2's financial instruments at December 31, 2014 and the methods and assumptions used to estimate such fair value are as follows

Cash:

Fair value approximates the carrying amount because of the short maturity of the instruments.

Tax Assessment Receivable:

The fair value of the receivables approximates the carrying amount, as these balances are not considered available resources for the period ending December 31, 2014.

NOTE 4. REVENUES AND REVENUE RECOGNITION

Substantially all of the District's revenue is derived from taxes levied against the citizens of its geographical areas. The District is authorized to levy a tax, not to exceed three cents ($.03) per one hundred dollars ($100.00) property valuation. If the District were to exceed three cents ($.03) per one hundred dollars, it would require vote approval from the District.

Taxes are assessed and collected for the District by the Hidalgo County Office of Tax Assessor-Collector. The tax rates, assessed taxes, and collection fees for the tax years 2014 and 2013 are as follows:

	2014	2013
Tax Rate	0.0361	0.0361
Market Value	$ 1,137,141,323	$ 1,120,678,077
Assessed Value	705,812,438	678,545,239
Assessed Taxes	254,902	245,070
Tax Collections	242,369	246,593
Collection Fees:		
Assessment fee	1.07%	1.07%
Collection Fee-Delinquent	0.8866	0.8866
Delinquent Tax-Attorney Fee	15%	15%

Revenues recognized by the District represent total tax assessments for the period. At December, 31, 2014, the County's record reflected total tax receivable for the District as follows:

	Total Tax	Rollback Tax	Current Tax	Delinquent Tax
Property Tax Receivable, January 1,	$ 293,636	$ 665	$ -	$ 292,971
2014 Tax Assessments	254,902	-	254,902	-
Tax Collections	(242,374)	(1,140)	(77,268)	(163,966)
Adjustments	(7,473)	629	260	(8,362)
Property Tax Receivable, December 31,	298,691	154	177,894	120,643
Less: Allowance for Uncollectible	(59,707)			(59,707)
Total Tax Receivable (Net)	$ 238,984	$ 154	$ 177,894	$ 60,936

Uncollectible amounts are estimated to be 20% of the delinquent taxes at December 31, 2014.

NOTE 5. DEFFERED OUTFLOWS/INFLOWS OF RESOURCES

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period (s) and so will not be recognized as an outflow of resources (expenses/expenditure) until then. The District does not have any items that qualify for reporting in this category.

In addition to liabilities, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period (s) and so will not be recognized as an inflow of resources (revenue) until that time. At the government fund level, revenues that have been billed but not yet collected or collected within the availability period are reported as unavailable revenues. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The District has one category that qualified as deferred inflows or resources. The following table described the items and amounts:

Deferred Inflows of Resources	Amount
Property Taxes	$ 238,983

NOTE 6. COMMITMENTS

Service Contract With Pro-Medic EMS

The District has entered into a two-year service contract with Guardian EMS requiring monthly payments of $13,750 or $165,000 annually. The contract will expire on December 31, 2014.

	2014	2013
Guardian EMS	$ 165,000	$ 165,000

NOTE 7. RISK MANAGEMENT

The District is exposed to various uncertainties for losses related to intentional and unintentional torts; theft of; errors or omissions; catastrophes; and claims by patients or clients transported by ambulance units for which the District carries commercial insurance coverage. There have been no significant reductions in insurance coverage from the previous year. No negotiated settlements or jury awards have exceeded policy limits in any of the past three years.

The District's management is not aware of any pending or alleged claims that could exceed the policy limits of the present insurance coverage.

NOTE 8. SUBSEQUENT EVENTS

Subsequent events were evaluated through June 10, 2015, which is the date the financial statements were available to be issued.

AI-51073 **Executive Office** **10. B.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and Action to adopt Hidalgo County Resolution of Intent to establish a Property Assessed Clean Energy Program (PACE) along with accompanying report for Hidalgo County PACE Program as required by Tex. Local Gov't Code Section 399.009

BACKGROUND

Ken Jones, LRGVDC made a presentation to the court on 8/18/15.

Fiscal Impact

Attachments

form
Resolution
report
email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/26/2015 02:45 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Monica Badillo Started On: 08/26/2015 01:05 PM

Final Approval Date: 08/28/2015

KEEPING PACE IN TEXAS

Property Assessed Clean Energy (PACE) is innovative financing that enables owners of commercial, industrial and residential properties with five or more units to obtain low-cost, long-term loans for water conservation, energy-efficiency, and renewable retrofits.

Texas' PACE Statute

The 2013 Texas PACE statute, SB 385, authorizes municipalities and counties to create a local PACE program and work with private sector lenders and property owners to finance qualified improvements using an optional economic development tool called the contractual property assessment. In exchange for funds provided by a private lender to pay for the improvement, the property owner voluntarily requests that the local government place an assessment secured with a senior lien on the property until the assessment is paid in full. The assessment is owed to the local government, which forwards the payments to the private lender.

Community Benefits

The benefits of PACE are multi-faceted, leading to a win-win-win scenario for virtually all stakeholders:

For Local Governments

- Improving property on the tax rolls creates jobs, increases property value and sales tax revenue, and encourages business retention and expansion.
- Updated buildings have increased occupancy, rental rates and net operating income.
- Risk of obsolescence of an aging building stock is reduced.
- The community's "clean city" reputation is improved, attracting workers and families.
- There is no burden on the community's general fund or borrowing capacity—private sector PACE financing is tax neutral.

For the Economy

- PACE unlocks opportunities for contractors, manufacturers and engineering firms.
- PACE retrofits improve the efficiency and competitiveness of existing building stock.

For Owners of Commercial, Industrial, and Large Multi-Family Properties

- Money once spent on utilities can now be capitalized and used to pay for infrastructure upgrades, resulting in bottom-line savings.
- Extended payback periods afford an immediate cost benefit. Assessments can be spread over multiple years, and the assessment remains with the property, allowing the utility savings to exceed the cost of the property assessment.
- Businesses can utilize utility savings and hedge against increased costs.
- With the application of power generation technologies, properties and operations can be protected from power blackouts or brownouts.

For Lenders

- Because a PACE loan is secured by the assessment, lenders can leverage its value to better serve clients with property in need of infrastructure improvements.
- PACE offers a new avenue for moving an influx of capital into the marketplace.
- Lenders are protected because those with mortgages on existing property must give written consent before that property is eligible for a PACE assessment.
- Local lending allows current mortgage holders an option to make the PACE loan.

For Our Water Resources and the Environment

- Water- and energy-efficient buildings reduce stress on community resources, particularly the state's water supply.
- Energy-efficient buildings help communities meet clean air goals and requirements and provide healthier environments for their occupants.

Details

The term of a PACE assessment may extend up to the projected life of the improvement, resulting in utility cost savings that exceed the amount of the assessment payment. PACE improvements generate positive cash flow upon completion with no out-of-pocket cost.

With PACE, property owners overcome market barriers, such as limited payback periods and lack of access to capital that discourage investment in real property. PACE provides property owners with upfront financing for 100% of the cost of a qualified improvement, and allows property owners to amortize the debt over the useful life of the improvement.

If the property is sold before the full amount of the PACE loan is repaid, the remaining repayment obligation automatically transfers to the next owner because the lien securing the PACE assessment follows title to the property. Successive property owners assume the lien and continue to reap the utility savings enabled by the improvement.

PACE does not impose a burden on the local government's general fund because property owners pay the cost of the program. The property, not the local government, bears the risk.

PACE in a Box

To expedite the establishment of local PACE programs and to facilitate a consistent, state-wide approach to PACE design and implementation, Keeping PACE in Texas (KPT), a non-profit non-partisan association, organized a broad-based coalition of more than 130 stakeholders to develop a free toolkit for local governments to use in creating and implementing their PACE programs.

The toolkit, known as "*PACE in a Box*," contains the design elements, documents, and implementation steps necessary for a local government to establish an effective PACE program quickly and economically. *PACE in a Box* is the first and only PACE program designed by market stakeholders. The open-market model creates a uniform, user-friendly, sustainable and scalable PACE program for Texas. Find PACE in a Box at www.KeepingPACEinTexas.org

The Texas PACE Authority

The Texas PACE Authority (TPA), a 501(c)(3) administers PACE in a Box programs on behalf of local governments in the most low cost, efficient manner. TPA administers Texas' first PACE program, established in Travis County in March 2015. To learn more, go to www.TexasPACEAuthority.org.

HIDALGO COUNTY COMMISSIONERS COURT
RESOLUTION OF INTENT TO ESTABLISH A HIDALGO COUNTY PACE PROGRAM

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

WHEREAS, THE 83RD Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the "PACE Act"), which allows the governing body of a local government, including a county, to designate an area of the territory of the local government as a region within which an authorized local government official and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease water or energy consumption or demand; and

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, agricultural, and large multifamily residential real property in Hidalgo County will further the goals of energy and water conservation without cost to the public; and

WHEREAS, the Commissioners Court finds that financing energy and water conserving projects through contractual assessments ("PACE financing") furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, conserving water resources, and reducing greenhouse gas emissions; and

WHEREAS, the Commissioners Court, subject to the public hearing scheduled as provided below, at which the public may comment on the proposed program and the report issued contemporaneously with this resolution, finds that it is convenient and advantageous to establish a program under the PACE Act and designate the entire geographic area within the County's jurisdiction as a region within which a designated County official and the record owners of qualified real property may enter into PACE financing arrangements:

THEREFORE, be it resolved by the Commissioners Court of Hidalgo County that:

1. The Recitals to this Resolution are true and correct and are incorporated into this Order for all purposes.

2. Hidalgo County hereby adopts this Resolution of Intent and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose.

3. Hidalgo County intends to make contractual assessments to repay PACE financing for qualified energy or water conserving projects available to owners of commercial, industrial, agricultural, and large multifamily residential real property. The program is to be called Hidalgo County Property Assessed Clean Energy ("Hidalgo County PACE").

4. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments:

   Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or agricultural real property or residential real property with five (5) or more dwelling units, and
   (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

   An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

5. The boundaries of the entire geographic area within Hidalgo County's jurisdiction are the boundaries of the region where PACE financing and assessments can occur.

6. Financing for qualified projects under the PACE program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with Hidalgo County to service the assessments, as required by the PACE Act. The Hidalgo County Tax Assessor Collector is designated as the Authorized County Official to sign the contracts with property owners and lenders. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to contracts executed between the lenders and the owners. The lender contracts will provide that Hidalgo County will maintain and continue the assessments for the benefit of such lenders and enforce the assessment lien for the benefit of a lender in the event of a default by an owner. Hidalgo County will not, at this time, provide financing of any sort for the PACE program.

7. Hidalgo County will contract with the Lower Rio Grande Development Council or other qualified non-profit organization to be the independent third-party Program Administrator.

8. The report on the proposed PACE program prepared as provided by Tex. Local Gov't Code Sec. 399.009, is available for public inspection on the Internet website of Hidalgo County (http://tx-hidalgocounty.civicplus.com), and in the office of Hidalgo County,

Texas, 576 W. Main Ave., Raymondville, Texas 78580 and is incorporated in this resolution and made a part hereof for all purposes.

9. The County Judge (and/or his designee) is designated as the appropriate Hidalgo County official and the appropriate assessor-collector for purposes of consulting regarding collecting the proposed contractual assessments.

10. The Hidalgo County Commissioners Court will hold a public hearing on the proposed PACE program and report on Thursday, _____, 2015 at _____.m. in the Hidalgo County Commissioners Courtroom.

Adopted this _____ day of _____, 2015.

_____
Ramon Garcia. County Judge

_____
A.C. Cuellar, Jr.
Commissioner, Precinct One

_____
Eduardo "Eddie" Cantu
Precinct Two

_____
Joe M. Flores
Commissioner, Precinct Three

_____
Joseph Palacios
Commissioner, Precinct Four

REPORT REQUIRED BY TEX. LOCAL GOV'T CODE SEC. 399.009
FOR PROPOSED HILDAGO COUNTY PACE PROGRAM

This report is adopted by the Commissioners Court for the proposed Hidalgo County Property Assessed Clean Energy Hidalgo PACE") program (the "Program"), as required by Tex. Local Gov't Code Sec. 399.009.

Hidalgo County and its constituents benefit when privately owned commercial and industrial property and large multi-family residential property, are retrofitted with equipment that reduces demand for power and water. To encourage private sector investment in water and energy conservation in Hidalgo County, the creation of a voluntary program that requires no use of taxpayer funds or risk to the local treasury is proposed.

The Property Assessed Clean Energy Program

Property Assessed Clean Energy (PACE) is an innovative financing program that enables owners of commercial and industrial properties[1] and residential properties with five or more units to obtain low-cost, long-term loans for water conservation, energy-efficiency improvements, and renewable retrofits.

Passed and signed into Texas state law during the 2013 legislative session, the PACE statute, SB 385, authorizes municipalities and counties in Texas to work with private sector lenders and property owners to finance qualified improvements using an economic development tool available to counties and municipalities – the contractual property assessment. In exchange for funds provided by a private lender to pay for the improvement, the property owner voluntarily requests that the local government place an assessment secured with a senior lien on the property until the assessment is paid in full. The assessment is owed to the local government, which forwards the payments to the private lender.

The term of a PACE assessment may extend up to the projected life of the improvement, resulting in utility cost savings that exceed the amount of the assessment payment. As a result, improvements financed through PACE generate positive cash flow upon completion with no up-front, out-of-pocket cost to the property owner.

PACE enables property owners to overcome market barriers, such as extended payback periods and lack of access to capital, that discourage investment in energy efficiency and water conservation improvements. PACE provides the property owner with upfront financing for 100% of the cost of a qualified improvement, and allows the property owner to amortize the debt over the useful life of the improvement.

If the property is sold before the full amount of the PACE loan is repaid, the repayment obligation automatically transfers to the next owner because the lien securing the PACE assessment follows title to the property. Successive property owners assume the lien and continue to reap the utility savings enabled by the improvement.

What are the Benefits of PACE?
The benefits of PACE are multi-faceted, leading to a win-win-win scenario for virtually all stakeholders. Improvements financed with PACE loans will enable commercial and industrial properties to achieve greater energy efficiency and help conserve the state's water resources.

[1] Including agricultural property.

Among other things, these improvements will:

- Save substantial amounts in utility costs;
- Promote local job creation;
- Reduce demand on the energy grid;
- Support the state's water plan;
- Enhance the value and efficiency of existing buildings, enabling some buildings to become LEED certified;
- Reduce greenhouse gas emissions;
- Mitigate split incentive issues between landlords and tenants related to investments in energy efficiency and water conservation improvements; and
- Establish significant business opportunities for engineers, construction contractors, commercial lenders, and investors.

PACE does not impose a burden on the local government's general fund because the property owners that voluntarily use the program the cost of the program. In the aggregate, PACE improvements will promote long-term economic development in Texas by helping the state obtain energy and water security.

Who Can Participate in PACE?

PACE is a voluntary program. Any owner of commercial, industrial or residential property with five or more dwelling units that is located within Hidalgo County is eligible to participate in PACE financing.

What Types of Improvements Qualify for PACE Financing?

PACE financing may be used to pay for permanent improvements to the property that are intended to decrease water or energy consumption or demand.

Typical examples of qualified improvements include:

- HVAC upgrades;
- High efficiency chillers, boilers, and furnaces;
- High efficiency water heating systems;
- Energy management systems and controls;
- Renewable energy systems;
- Mechanical system modernization;
- High efficiency lighting upgrades;
- Building enclosure/envelope improvements;
- Water conservation systems;
- Combustion and burner upgrades;
- Fuel switching;
- Heat recovery and steam traps;
- Wastewater recovery and reuse systems;
- Systems to capture and use alternate, on-site sources of water (A/C condensate, rainwater, reverse osmosis reject water, foundation drain water, etc.);
- On-site improvements to accommodate the use of municipally reclaimed water;
- Water management systems and controls (indoor and outdoor);
- Switching from water cooled systems to air or geothermal cooled systems; and
- High efficiency irrigation equipment.

The Benefits of PACE to Property Owners
PACE loans enable property owners to overcome traditional barriers to making capital investments in property. Until investing to improve real property infrastructure makes sense as a value proposition. property owners will continue to delay maintenance, waste operating expenditures on utility bills, and risk exposure to utility price increases. Instead, PACE users capitalize money previously spent on utilities; the utility cost savings achieved by a retrofit pay for the improvement itself. Property owners end up with more valuable property and access to recurring utility savings, and pay only for the assessments that accrue while they own the property.

The Benefits of PACE to Hidalgo County
By creating new investment opportunities, PACE will stimulate employment growth and economic development in municipalities and counties (local governments) throughout Texas. Improvements financed through PACE will reduce energy and water consumption, thereby helping local communities achieve critical energy and water conservation goals. For communities facing potential non-attainment levels under the Clean Air Act, PACE provides a very real opportunity to dramatically reduce building energy consumption and the emissions associated with energy generation. PACE programs will also improve the quality of the community's commercial and industrial building stock. The benefits of PACE for municipalities and counties are magnified by the fact that PACE programs can be established with minimal financial and administrative assistance from local governments and once established can be self-sustaining.

The Benefits of PACE to Lenders
Simply put, PACE loans are attractive to lenders because they are very secure investments. Like a property tax lien, the assessment lien securing the PACE loan has priority over other liens on the property. Therefore, the risk of loss from non-payment of a PACE loan is insignificant compared to most other types of loans. PACE assessments provide lenders with an attractive new product to assist existing and new customers in addressing an almost universal pent-up demand for needed commercial and industrial property equipment modernization. In order to protect the interests of holders of existing mortgage loans on the property, the PACE Act requires their written consent to the PACE assessment as a condition to obtaining a PACE loan.

The Benefits of PACE to Contractors, Engineers, and Manufacturers
PACE loans provide attractive sources of financing for water and energy saving retrofits and upgrades, thereby encouraging property owners to make substantial investments in existing commercial and industrial buildings. As a result, PACE will unlock business opportunities for contractors, engineers, and manufacturers throughout the commercial and industrial sectors in Texas.

COMPONENTS OF THE PROGRAM

1. Map of Region. A map of the boundaries of the proposed region to be included in the Program is attached to this report as Exhibit 1. The region encompasses the entire territorial jurisdiction of Hidalgo County.

2. Form Contract With Owner. A proposed form contract between Hidalgo County and the record owner of qualified real property, specifying the terms of the assessment under the Program and the financing to be provided by a qualified third-party lender of the property owner's choosing, is attached to this report as Exhibit 2.

3. Form Contract with Lender. A proposed form contract between Hidalgo County and a qualified third-party lender chosen by a property owner regarding providing the financing and servicing of the debt through assessments is attached to this report as Exhibit 3. Eligible third-party lenders may include:

- Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;
- Any insurance company authorized to conduct business in one or more states;
- Any registered investment company, registered business development company, or a Small Business
- Administration small business investment company;
- Any publicly traded entity; or
- Any private entity that:
    - Has a minimum net worth of $5 million;
    - Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending;
    - Can provide independent certification as to availability of funds; and
    - Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Any eligible lender can participate in the PACE program. Nothing in this section is intended to prohibit a property owner from identifying and selecting its own source of funding, whether or not from the eligible list. so long as the lender is a financially stable entity with the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

4. Qualified Projects. The following types of projects are qualified projects that may be subject to contractual assessments under the Program, as provided in the PACE Act, Tex. Local Gov't. Code Chapter 399:

> Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial or industrial real property or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature. An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

Improvements that are not permanently fixed to real property and can be easily removed are not eligible for financing through the Program.

5. Authorized County Official. The Hidalgo County official who will be authorized under the Program to enter into written contracts on behalf of Hidalgo County with property owners and lenders is the County Judge or his successor or designee.

6. Plans for Insuring Sufficient Capital. Sufficient capital for third-party financing of qualified projects will be provided by third party capital providers. Such financing will be repaid by collections from property owners through financing documents executed between the owners and the lenders, enabling those capital providers to fund additional qualified projects. The Program Administrator's website will offer a list of interested qualified capital providers to assist property owners interested in funding PACE projects. The lenders will ensure that property owners requesting to participate in the PACE program demonstrate the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

7. No Use of Bonds or Public Funds. Hidalgo County does not at this time intend to use bonds or other public funds to capitalize PACE projects. All financing will be provided to property owners by qualified lenders chosen by the property owners.

8. Application Process. The Program Administrator will accept written applications from property owners seeking to finance qualified projects to be repaid through contractual assessments under the Program. Each application must be accompanied by the required application fee and must include (1) a description of the specific qualified improvements to be installed or modified on the property, (2) a description of the specific real property to which the qualified improvements will be permanently fixed, and (3) the total amount of financing to be repaid through assessments. Based on this information, the Program Administrator may issue a preliminary letter indicating that, subject to verification of all requirements at closing, the proposed project appears to meet Program requirements. Based on this preliminary letter, the property owner may engage an independent third party review of the project under the PACE Technical Standards Manual and submit the project to third party capital providers for approval of financing. Once these processes are completed, the property owner may submit all of the required information to the Program Administrator as part of the closing verification review, including (1) the report conducted by a qualified independent third party of water or energy baseline conditions and the projected water or energy savings attributable to the project, (2) such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments and (3) all other information required by the Program Administrator.

9. Eligibility Requirements. The Program Administrator will determine from the written application of a property owner and such other information as may be requested from the owner or obtained from other sources whether the owner and the property are eligible for the financing of qualified improvements under the Program. The Program Administrator will determine on the basis of the report of a qualified independent third party reviewer whether the proposed improvements are reasonably likely to decrease energy or water consumption or demand and whether the period of the requested assessment does not exceed the useful life of the project. The lender chosen by the owner will determine whether the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments. The statutory method for ensuring such a demonstration of financial ability must be based on appropriate underwriting factors, including verification that the person requesting to participate in the program is the legal record owner of the benefitted property, is current on mortgage and

property tax payments, and is not insolvent or in bankruptcy proceedings, that the title of the benefitted property is not in dispute, and that there is an appropriate ratio of the amount of the assessment to the assessed value of the property.

10. Mortgage Holder Notice and Consent. Before the Authorized County Official may enter into a written contract with the owner of real property to impose an assessment to repay the financing of a qualified project under the Program, the holder of any mortgage lien on the property must be given notice of the owner's intention to participate in the Program on or before the 30th day before the date the contract is executed and the written consent of the mortgage holder must be obtained by the owner.

11. Imposition of Assessment. Upon (a) notification to the Program Administrator of the written consent of any mortgage lien holder, (b) a determination by the Program Administrator that the owner and the property are eligible to participate in the program, that the proposed improvements are reasonably likely to decrease energy or water consumption or demand, and that the period of the requested assessment does not exceed the useful life of the project, and (c) notification to the Program Administrator by the lender that the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments, the Authorized County Official will enter into a written contract with the owner on the form attached hereto as Exhibit 2, imposing a contractual assessment on the owner's property to repay the owner's financing of the qualified project. A Notice of Contractual Assessment Lien, in the form attached hereto as Exhibit 4, will be filed for recording in the Official Public Records of Hidalgo County as notice to the public of the assessment from the date of filing. The contract and the Notice must contain the amount of the assessment, the legal description of the property, the name of the property owner, and a reference to the statutory assessment lien provided under the PACE Act.

12. Collection of Assessments. Upon the execution of the written contract between the Authorized County Official and the property owner and recording of the Notice of Contractual Assessment Lien, the owner will be authorized to purchase directly the equipment and materials for the qualified improvement and contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of the qualified improvements; and the owner will be authorized to execute financing documents with the lender to repay the financing secured by the assessment. The financing will be advanced by the third-party lender to the owner, and the terms for repayment will be such terms as are agreed between the lender and the owner. Under the form lender contract attached hereto as Exhibit 3, the lender or a designated servicer will agree to service the debt secured by the assessment. The lender will retain the owner's payments to repay the debt and remit to the Program Administrator any administration fees. The lender will have the right to assign or transfer the right to receive the installments of the debt secured by the assessment, provided all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender, as defined above; and

(b) The property owner, Program Administrator, and Hidalgo County are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least 30 days before the next installment is due according to the schedule for repayment of the debt; and

(c) The assignee or transferee of the right to receive the payments executes an explicit written assumption of all of lender's obligations under the lender contract.

13. Verification Review. After a qualified project is completed, the Program Administrator will require the property owner to provide verification by a qualified independent third party reviewer (ITPR) that the qualified project was properly completed and is operating as intended.

14. Marketing and Education Services. Marketing and participant education services for the Program will be provided under agreements that Hidalgo County may subsequently enter into with one or more other local governments or non-profit organizations that promote energy and water conservation or economic development.

15. Quality Assurance and Antifraud Measures. Quality assurance and antifraud measures will be instituted for the Program by the Program Administrator. The Program Administrator will review each PACE application for completeness and verify the supporting documents through independent review and verification procedures. The application and required attachments will identify and supply the information necessary to ensure that the property owner, the property itself, and the proposed project all satisfy Program underwriting and technical standards requirements. The property owner or the owner's contractor will be required to provide copies of all required permits and releases of lien and a statement that the project was constructed in accordance with the PACE Program guidelines and has complied with all applicable local, state, and federal laws. Measures will be put in place to provide safeguards, including a review of the energy/water savings baseline and certification of compliance with the Technical Standards Manual from an independent third party reviewer (ITPR) who must be a registered professional engineer, before the project can proceed. This review will include a site visit, report, and a letter from the ITPR certifying that he/she has no financial interest in the project and is an independent reviewer. After the construction of the project is complete, there will be a final site inspection by an ITPR who will determine whether the project was completed and is operating properly. The reviewer's certification will also include a statement that the reviewer/inspector is qualified and has no financial interest in the project.

16. Delinquency. Under the terms of the form lender contract attached hereto as Exhibit 3, if a property owner fails to pay an agreed installment to repay the financing secured by PACE assessments under the program, the lender will agree to take at least the following steps to collect the delinquent installment:

(a) Mail a written notice of delinquency and demand for payment to the owner by both certified mail, return receipt requested, and first class mail and

(b) Mail a second notice of delinquency to the owner by both certified mail, return receipt requested, and first class mail at least 30 days after the date of the first notice if the delinquency is continuing.

If the owner fails to cure the delinquency under the promissory note or contract within 30 days after the mailing of the second notice of delinquency, the lender may notify the Authorized County Official of a default by the owner, and pursuant to Tex. Local Gov't Code Sec. 399.014(c), the Authorized County Official will enforce the assessment lien in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution. Delinquent installments will incur penalties and interest in the same manner and at the same

rate as delinquent property taxes, according to Tex. Local Gov't Code Sec. 399.014(d), and such statutory penalties and interest will be due to Hidalgo County to offset the cost of collection. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Hidalgo County and contractual interest payable to lender under the financing documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the "usury limit"). If the total amount of interest payable to Hidalgo County and Lender exceeds the usury limit, the interest payable to Hidalgo County will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Hidalgo County or refunded. If a suit to enforce collection is filed, the Authorized County Official may also recover costs and expenses, including attorney's fees, in a suit to collect a delinquent installment of an assessment in the same manner and at the same rate as in suit to collect a delinquent property tax. If a delinquent installment of an assessment is collected after the filing of a suit, the Authorized County Official will remit to the lender the net amount of the delinquent installments and contractual interest collected and remit to the Project Administrator the amount of any administration fees collected and will retain any statutory penalties, interest, and attorney's fees collected.

EXHIBIT 1

[Map of the PACE region]

EXHIBIT 2

PACE OWNER CONTRACT

THIS PACE OWNER CONTRACT ("**Owner Contract**") is made as of the ____ day of _____. 20__. by and between Hidalgo County, Texas ("**Local Government**") and _____ ("**Property Owner**").

RECITALS

The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government's jurisdiction within which an authorized local government official may enter into written contracts with the record owners of commercial, industrial, agricultural, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

Local Government has established a program under the PACE Act pursuant to Ordinance/Resolution No. _____, dated _____20___, adopted by the _____ (the "**PACE Program**"), and has designated _____ ("**Representative**") as the representative authorized to enter into and enforce the Assessment, Owner Contract and Lender Contract described herein, and has designated the entire territory within _____ jurisdiction as a region ("**Region**") within which the Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner's property pursuant to the PACE Program.

Property Owner is the legal and record owner of the qualified "real property," as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas (the "**Property**").

Pursuant to Application number _____, Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act (the "**Qualified Improvements**"). The installation or modification of such Qualified Improvements on the Property will be a "qualified project" as defined in Section 399.002 of the PACE Act (the "**Project**"). Property Owner has requested that Local Government enter into this Owner Contract pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment (the "**Assessment**") on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the in the Official Public Records of _____ County, Texas (the "**Notice of Contractual Assessment Lien**"), a copy of which is attached hereto as Exhibit A and made a part hereof, to repay the financing of such

Qualified Improvements. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

The financing of such Qualified Improvements will be provided to Property Owner by _____ ("**Lender**"), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act and by the PACE Program (the "**Lender Contract**"). The financing will include only those costs and fees for which an assessment may be imposed under the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until such financing is repaid in full and to release the Assessment upon notice from Lender of such payment, or foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default by Property Owner.

As required by Section 399.010 of the PACE Act, Property Owner notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of this Owner Contract of Property Owner's intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained prior to the date of this Owner Contract and is attached hereto as Exhibit B and made a part hereof.

AGREEMENT

The parties agree as follows:

Imposition of Assessment. In consideration for the financing advanced or to be advanced to Property Owner by Lender for the Project under the PACE Program pursuant to the Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment as set forth in the Notice of Contractual Assessment Lien, including all interest, fees, penalties, costs, and other sums due under and/or authorized by the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the "**Financing Documents**") which are described or listed on Exhibit C attached hereto and made a part hereof by reference. Property Owner promises and agrees to pay such amount and interest to Local Government, in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to this Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to secure the payment of such amount, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

Maintenance and Enforcement of Assessment. In consideration for Lender's agreement to advance financing to Property Owner for the Project pursuant to the Financing Documents, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the Assessment, including all interest, fees, penalties, costs, and other sums due under and/or authorized by the PACE Act, PACE Program and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. Local Government agrees to enforce the Assessment against the Property for the benefit of Lender in the event of a default by Property Owner.

Installments. The Assessment, including the amount financed and contractual interest, is due and payable in installments as set forth in the Notice of Contractual Assessment Lien. As required by Section 399.009(a) (8) of the PACE Act, the period during which such installments are payable does not exceed the useful life of the Project. When the Assessment has been paid in full, Local Government's rights under this Owner Contract will cease and terminate, and upon notice from Lender, Local Government will execute and record a release of the Assessment and this Owner Contract.

Assignment of Right to Receive Installments. Lender will have the right to assign or transfer the right to receive the installments of the financing secured by the Assessment, provided all of the following conditions are met:

The assignment or transfer is made to a qualified lender as defined in the Lender Contract;

Property Owner and Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least 30 days before the next installment is due according to the payment schedule included in the Notice of Contractual Assessment Lien; and

The assignee or transferee of the right to receive the payments executes an explicit written assumption of all of Lender's obligations under Lender Contract.

Upon written notice to Property Owner and Representative of an assignment or transfer of the right to receive the installments that meets all of these conditions, the assignor shall be released of all of the obligations of the Lender under such Lender Contract accruing after the date of the assignment assumed by and transferred to such assignee or transferee. Any attempt to assign or transfer the right to receive the installments that does not meet all of these conditions is void.

Lien Priority and Enforcement. Pursuant to Section 399.014 of the PACE Act,

Delinquent installments of the Assessment will incur interest and penalties in the same manner and in the same amount as delinquent property taxes, viz., a delinquent installment incurs a penalty of 6% of the amount of the installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an installment delinquent on July 1 incurs a total penalty of 12% of the amount of the delinquent installment without regard to the number of months it has been delinquent. A delinquent installment will also accrue interest at the rate of 1% for each month or portion of a month that the installment remains unpaid. [* Subject to the limitation set out in paragraph 13 below, penalties and interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. *]

The Assessment, together with any penalties and interest thereon,

is a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is filed in the Official Public Records of _____ County, as provided by Section 399.014 of the PACE Act, until the financing secured by the Assessment and any penalties and interest are paid; and

such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due is not eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for any past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under tne Financing Documents will be transferred to the succeeding owner.

In the event of a default by Property Owner in payment of the installments called for by the Financing Documents, the lien created by the Assessment will be enforced by Local Government in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

In a suit to collect a delinquent installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total amount of the delinquent installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax.

Written Contract Required by PACE Act. This Owner Contract constitutes a written contract for the Assessment between the Property Owner and Local Government as required by Section 399.005 of the PACE Act. The Notice of Contractual Assessment Lien will be recorded in the Official Public Records of _____ County as notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

Qualified Improvements. Property Owner agrees that all improvements purchased, constructed and/or installed through financing obtained pursuant to this Owner Contract shall be permanently affixed to the Property and will transfer with the Property to the transferee in the event of and sale or assignment of the Property.

Water or Energy Savings. For so long as the Assessment encumbers the Property, Property Owner agrees on or before January 31st of each year, to report to Representative the water or energy savings realized through the Project in accordance with the reporting requirements established by the Local Government.

Construction and Definitions. This Owner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein, and not otherwise defined herein, shall have the meanings ascribed to them in: (1) the PACE Program, and/or (2) the PACE Act.

Binding Effect. This Owner Contract inures to the benefit of Local Government and is binding upon Property Owner, its heirs, successors, and assigns.

Notices. All notices and other communications required or permitted by this Owner Contract shall be in writing and mailed by certified mail, return receipt requested, addressed to the other party at its address shown below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

Governing Law. This Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

Entire Agreement. This Owner Contract constitutes the entire agreement between Local Government and Property Owner with respect to the subject matter hereof and may not be amended or altered in any manner except by a document in writing executed by both parties.

Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this Owner Contract as may be reasonably necessary or required.

Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

Counterparts. This Owner Contract may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and contractual interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the "usury limit"). If the total amount of interest payable to Local Government and Lender exceeds the usury limit, the interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Owner Contract.

Indemnification. TO THE MAXIMUM EXTENT ALLOWED BY LAW, PROPERTY OWNER SHALL INDEMNIFY AND HOLD LOCAL GOVERNMENT, REPRESENTATIVE, AND EITHER OF THEIR AFFILIATES, SUCCESSORS AND ASSIGNS (EACH SUCH PERSON HEREIN REFERRED TO AS AN "INDEMNITEE") ABSOLUTELY HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES INCURRED BY OR IMPOSED UPON OR ALLEGED TO BE DUE OF INDEMNITEE IN CONNECTION WITH THE EXECUTION OR DELIVERY OF THIS CONTRACT, THE NOTICE OF CONTRACTUAL ASSESSMENT LIEN, THE FINANCING DOCUMENTS, AND ANY OTHER DOCUMENT OR ANY OTHER AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY,

THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER. THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. OR. IN THE CASE OF ANY INDEMNITEE. THE ADMINISTRATION OF THIS CONTRACT AND ANY OTHER AGREEMENTS RELATED TO THE PROJECT.

Special Provisions. *(To be added as necessary)*

EXECUTED effective as of _____, 20__.

PROPERTY OWNER:	LOCAL GOVERNMENT:
_____	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Address: _____	Address: _____

EXHIBIT A

NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

EXHIBIT B

MORTGAGE HOLDER(S) CONSENT

EXHIBIT 3

PACE LENDER CONTRACT

THIS PACE LENDER CONTRACT (the "**Lender Contract**") is made as of the ____ day of _____, 20__, by and between Hidalgo County, Texas ("**Local Government**") and _____ ("**Lender**").

RECITALS

The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government's jurisdiction within which an authorized local government official may enter into written contracts with the record owners of commercial, industrial, agricultural, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

Local Government has established a program under the PACE Act pursuant to Ordinance/Resolution No. _____, dated _____20___, adopted by the _____ (the "**PACE Program**"), and has designated _____ ("**Representative**") as the representative authorized to enter into and enforce the Assessment, Owner Contract and Lender Contract described herein, and has designated the entire territory within _____ jurisdiction as a region ("**Region**") within which the Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner's property pursuant to the PACE Program.

Pursuant to Application number _____, _____ ("**Property Owner**") has applied to Local Government to participate in the PACE Program with respect to certain real property located at _____, Texas (the "**Property**") by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act (the "**Qualified Improvements**"). The installation or modification of such Qualified Improvements on the Property will be a "qualified project" as defined in Section 399.002 of the PACE Act (the "**Project**").

Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as Exhibit A and made a part hereof (the "**Owner Contract**"), in which Property Owner has requested that Local Government impose an assessment (the "**Assessment**") on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the in the Official Public Records of _____ County, Texas (the "**Notice of Contractual Assessment Lien**"), a copy of which is attached to the Owner Contract as Exhibit

A, to repay the financing of such Qualified Improvements. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lier.

Financing for the Project (the "**Financing**") will be provided to Property Owner by Lender in accordance with financing documents described in, or copies of which are included as, Exhibit B attached hereto and made a part hereof (the "**Financing Documents**"). Such Financing includes only those costs and fees for which an assessment may be imposed under the PACE Act. This Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing secured by the Assessment.

As required by Section 399.010 of the PACE Act, Property Owner notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of the Owner Contract of Property Owner's intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained prior to the date of the Owner Contract, as shown by the copy of such consent attached as Exhibit B to the Owner Contract.

AGREEMENT

The parties agree as follows:

Maintenance and Enforcement of Assessment. Lender agrees to provide the Financing for the Project in the total amount of $ _____, according to the terms set out in the Financing Documents attached hereto as Exhibit B. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this Lender Contract, Local Government agrees to maintain and continue the Assessment for the benefit of Lender until the Financing, all contractual interest according to the Financing Documents. and any statutory penalties, interest, attorney's fees, or costs accrued in the event of default are paid in full, and to release the Assessment upon notice from Lender of such payment. Local Government agrees to enforce the assessment lien against the Property for the benefit of Lender in the event of a default by Property Owner and following written notice to Local Government from Lender. Local Government shall have no liability to Lender should there be a default or an event of default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.

Installments. The Assessment, including the amount financed and contractual interest, is due and payable to Lender in installments as set forth in the Financing Documents and [*Notice of Contractual Assessment Lien*]. As required by Section 399.009(a)(8) of the PACE Act, the period during which such installments are payable does not exceed the useful life of the Project. When the Assessment has been paid in full, Local Government's rights under the Owner Contract will cease and terminate, and upon notice from Lender. Local Government will execute and record a release of the Assessment and the Owner Contract.

Assignment of Right to Receive Installments. Lender will have the right to assign or transfer the right to receive the installments of the Assessment, provided all of the following conditions are met:

The assignment or transfer is made to a qualified lender, which may be one of the following: [*REFER TO APPLICABLE PACE PROGRAM FOR QUALIFIED LENDERS. BELOW IS AN EXAMPLE.]

Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;

Any insurance company authorized to conduct business in one or more states;

Any registered investment company, registered business development company, or a Small Business Administration small business investment company;

Any publicly traded entity: or

Any private entity that:

(i) Has a minimum net worth of $5 million;

(ii) Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending). or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending;

(iii) Can provide independent certification as to availability of funds; and

(iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Property Owner and Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least 30 days before the next installment is due according to the payment schedule included in the Financing Documents; and

The assignee or transferee of the right to receive the installments executes an explicit written assumption of all of Lender's obligations under this Lender Contract.

Upon written notice to Property Owner and Representative of an assignment or transfer of the right to receive the installments that meets all of these conditions, the assignor shall be released of all of the obligations of the Lender under this Lender Contract accruing after the date of the assignment. Any attempt to assign or transfer the right to receive the installments of the Assessment that does not meet all of these conditions is void.

Financing Responsibility. Lender assumes full responsibility for determining the financial ability of the Property Owner to repay the Financing and for advancing the funds as set

forth in the Financing Documents and performing Lender's obligations and responsibilities thereunder.

Lien Priority and Enforcement. As provided in the Owner Contract and Section 399.014 of the PACE Act:

> Delinquent installments of the Assessment incur interest and penalties in the same manner and in the same amount as delinquent property taxes, viz., a delinquent installment incurs a penalty of 6% of the amount of the installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an installment delinquent on July 1 incurs a total penalty of 12% of the amount of the delinquent installment without regard to the number of months it has been delinquent. A delinquent installment also accrues interest at the rate of 1% for each month or portion of a month the installment remains unpaid. [*Subject to the limitation set out in paragraph 10 below, penalties and interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment.]
>
> The Assessment, together with any penalties and interest thereon,
>
> is a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is filed in the Official Public Records of _____ County, as provided by Section 399.014 of the PACE Act, until the Assessment and any penalties and interest are paid: and
>
> such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

The lien created by the Assessment runs with the land, and any portion of the Assessment that has not yet become due is not eliminated by foreclosure of a property tax lien, according to Section 399.014(b) of the PACE Act. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner.

In the event of a default by Property Owner in payment of the installments called for by the Financing Documents, the lien created by the Assessment will be enforced by Local Government in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI. Texas Constitution.

In a suit to collect a delinquent installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total amount of the delinquent installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax.

Servicing and Enforcement of Assessment.

Servicing. The Assessment payments will be billed, collected, received, and disbursed in accordance with the procedures set out in the Financing Documents. Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in this Lender Contract.

Remittances. Each of the parties covenants and agrees promptly to remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this Lender Contract.

Default and Enforcement. In the event of a default in payment of any installment of the Assessment as specified in the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent installment:

Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first class mail; and

Mail a second notice of delinquency to the Property Owner by both certified mail, return receipt requested, and first class mail at least 30 days after the date of the first notice if the delinquency is continuing.

If the Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, the Lender or its designated servicer may notify Local Government in writing of a default by the Property Owner, and upon receipt of such notice, Local Government agrees that _____ will enforce the assessment lien for the benefit of Lender pursuant to Tex. Local Gov't Code Sec. 399.014(c), in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50. Article XVI. Texas Constitution.

Final Payment and Release. When the Assessment has been satisfied and paid in full, together with all interest provided under the Financing Documents and all costs, fees, penalties, and interest applicable under the PACE Act and payable to Lender or Local Government, Local Government's rights under the Owner Contract will cease and terminate, and upon notice of such payment from Lender, Local Government will execute and record a release of the Assessment and the Owner Contract.

Limitations on Local Government's Actions. Without the prior written consent of Lender, Local Government will not enter into any amendment or modification of or deviation from the Owner Contract. Local Government will not institute any legal action with respect to the Owner Contract, the Assessment. or the assessment lien without the prior written request of Lender.

Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this Lender Contract, and no implied duties on the part of Local Government are to be read into this Lender Contract. Local Government will not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender

and refrain from taking action until it receives satisfactory written instructions. Local Government will have no liability to any person for following such instructions regardless of whether they are to act or refrain from acting.

Costs. No provisions of this Lender Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

Lender's Warranties and Representations. With respect to this Lender Contract, Lender hereby warrants and represents that on the date on which Lender executes this Lender Contract:

Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this Lender Contract and the Financing Documents:

Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the Owner Contract, the Project, and Property Owner's financial ability to perform the financial obligations set out in the Financing Documents;

Lender has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by Local Government or any agent or employee of Local Government, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

Written Contract Required by the PACE Act. This Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006 (c) of the PACE Act

Construction and Definitions. This Lender Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein, and not otherwise defined herein, shall have the meanings ascribed to them in: (1) the Notice of Contractual Assessment Lien, (2) the Owner Contract, (3) the PACE Program, and/or (4) the PACE Act.

Binding Effect. This Lender Contract is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

Notices. All notices and other communications required or permitted hereunder shall be in writing and mailed by certified mail, return receipt requested, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

Governing Law. This Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

Entire Agreement. This Lender Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

Counterparts. This Lender Contract may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and contractual interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the "usury limit"). If the total amount of interest payable to Local Government and Lender exceeds the usury limit, interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Lender Contract.

Certification. Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the date of this Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a "qualified project" as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.

Special Provisions. *(to be added as necessary)*

EXECUTED effective as of _____ 20

LENDER:

_____

By:_____

Name:_____

Title:_____

Address: _____

LOCAL GOVERNMENT:

_____

By:_____

Name:_____

Title:_____

Address: _____

EXHIBIT A

OWNER CONTRACT

EXHIBIT B

FINANCING DOCUMENTS

Appendix A: PACE Statute Detailing Report Requirement

Sec. 399.009. REPORT REGARDING ASSESSMENT.

(a) The report for a proposed program required by Section 399.008 must include:

(1) A map showing the boundaries of the proposed region;

(2) A form contract between the local government and the property owner specifying the terms of:

(A) Assessment under the program; and

(B) Financing provided by a third party or the local government, as appropriate;

(3) If the proposed program provides for third-party financing, a form contract between the local government and the third party regarding the servicing of the debt through assessments;

(4) A description of types of qualified projects that may be subject to contractual assessments;

(5) A statement identifying a local government official authorized to enter into written contracts on behalf of the local government;

(6) A plan for ensuring sufficient capital for third-party financing and, if appropriate, raising capital for local government financing for qualified projects;

(7) If bonds will be issued to provide capital to finance qualified projects as part of the program as provided by Section 399.016:

(A) A maximum aggregate annual dollar amount for financing through contractual assessments to be provided by the local government under the program;

(B) a method for ranking requests from property owners for financing through contractual assessments in priority order if requests appear likely to exceed the authorization amount; and

(C) A method for determining:

(i) The interest rate and period during which contracting owners would pay an assessment; and

(ii) The maximum amount of an assessment;

(8) A method for ensuring that the period of the contractual assessment does not exceed the useful life of the qualified project that is the basis for the assessment;

(9) A description of the application process and eligibility requirements for financing qualified projects to be repaid through contractual assessments under the program;

(10) A method as prescribed by Subsection (b) for ensuring that property owners requesting to participate in the program demonstrate the financial ability to fulfill financial obligations to be repaid through contractual assessments;

(11) A statement explaining the manner in which property will be assessed and assessments will be collected;

(12) A statement explaining the lender notice requirement provided by Section 399.010;

(13) A statement explaining the review requirement provided by Section 399.011;

(14) A description of marketing and participant education services to be provided for the program;

(15) A description of quality assurance and antifraud measures to be instituted for the program: and

(16) The procedures for collecting the proposed contractual assessments.

(b) The method for ensuring a demonstration of financial ability under Subsection (a)(10) must be based on appropriate underwriting factors, including:

(1) Providing for verification that:

(A) The property owner requesting to participate under the program:

(I) am the legal owner of the benefited property;
(Ii) is current on mortgage and property tax payments; and
(Iii) is not insolvent or in bankruptcy proceedings; and
(B) The title of the benefited property is not in dispute; and
(2) Requiring an appropriate ratio of the amount of the assessment to the assessed value of the property.

(c) The local government shall make the report available for public inspection:
(1) On the local government's Internet website; and
(2) At the office of the official designated to enter into written contracts on behalf of the local government under the program.

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

RE: email / contact info.

From : Kenneth N. Jones <kjones@lrgvdc.org> Mon, Aug 24, 2015 07:55 AM

Subject : RE: email / contact info.

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

Cc : Terrie Salinas <tsalinas@lrgvdc.org>, Charlene Heydinger (charlene.heydinger@keeppace.org) <charlene.heydinger@keeppace.org>

External images are not displayed. Display images below

Monica, please accept this email as LRGVDC's request to place the following agenda item on the next available Commissioners Court meeting: "Discussion and Action to adopt Hidalgo County Resolution of Intent to establish a Property Assessed Clean Energy Program (PACE) along with accompanying report for Hidalgo County PACE Program as required by Tex. Local Gov't Code Section 399.009". The resolution and report are the same as the ones I provided to you at the last meeting.

Many thanks and please let me know if additional information is needed.

Ken.

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Tuesday, August 18, 2015 10:44 AM
To: Kenneth N. Jones
Subject: email / contact info.

Hello Mr. Jones,
Here is my email/contact info.

Please send your agenda request for the next available Commissioners Court meeting.

Respectfully,

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

AI-51111 **Executive Office** **10. C.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

1. Approval to accept settlement offer from TML Intergovernmental Risk Pool in the amount of $8,544.90 to settle auto accident with County vehicle. (Precinct 1)
2. Approval to authorize Valde Guerra, County Executive Officer, to sign the Property Damage Release form and any other documents to settle auto accident claim with TML Intergovernmental Risk Pool. (Precinct 1)

BACKGROUND

DOI: 06/15/15
Acct #: 5-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Settlement Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 10:02 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Aida Alvarez		Started On: 08/27/2015 04:37 PM
Final Approval Date: 08/28/2015		

TMLIRP Claim No: LB0000000018881

PROPERTY DAMAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration $8,544.90, to be paid to Hidalgo County Precinct 1, do hereby and for our heirs, executors, administrators, successors and assigns release, acquit and forever discharge the City of Mercedes and its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the occurrence on or about Jun 15, 2015 at or near Old Rico Rd, Mercedes, TX .

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital. For the convenience of the Parties, any number of counterparts of this Agreement may be executed by one or more of the parties hereto and each such executed counterpart shall be and be deemed to be an original instrument binding the Parties upon execution by at least one counterpart by each party. Telecopied or PDF signature pages shall be treated as original signature pages.

CAUTION: READ CAREFULLY BEFORE SIGNING!

_____
Releasor - Hidalgo County Precinct 1

STATE OF TEXAS §
COUNTY OF _____ §

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

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

_____
Notary Public in and for
The State of Texas

TML
INTERGOVERNMENTAL RISK POOL

INSURANCE CLAIM AND APPRAISAL SERVICE

Workfile ID: 4df4df83

26669 IH 10 WEST #4
BOERNE, TX 78006
Phone: (210) 698-8708, FAX:(210) 698-8719

TML INTERGOVERNMENTAL RISK POOL

TMLIRP
Phone: (512) 491-2436, FAX:(512) 491-2366

Preliminary Estimate

Customer: Precient #1, Hidalgo County **Job Number:**

Insured:	Precient #1, Hidalgo County	Policy #:	LB18881	Claim #:	LB18881
Type of Loss:	Collision	Date of Loss:	6/15/2015 12:00 AM	Days to Repair:	4
Point of Impact:	14 Unknown				

Owner:
Precient #1, Hidalgo County
1902 Joe Stephens
Weslaco, TX 78596
(956) 292-7030 Day

Inspection Location:
Precient #1, Hidalgo County
1902 Joe Stephens
Weslaco, TX 78596
Work
(956) 292-7030 Day

Repair Facility:
OWNERS CHOICE

VEHICLE

Year:	2014	Color:	White Int: Gray	License:	1166280	Production Date:	12/2013
Make:	OTHE	Body Style:	2D	State:	TX	Odometer:	
Model:	Cati Dump Truck	Engine:		VIN:	3HTJGTKR5EN034126	Condition:	Good

TRANSMISSION
Automatic Transmission
DECOR
Dual Mirrors
Tinted Glass
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
SEATS
Bucket Seats
WHEELS
Styled Steel Wheels
PAINT
Clear Coat Paint

Preliminary Estimate

Customer: Precient #1, Hidalgo County **Job Number:**

Vehicle: 2014 OTHE Cati Dump Truck 2D White

Line		Oper	Description	Part Number	Qty	Extended Price $		Labor	Paint
1	#	Rpr	Roof					14.0	1.8
			Note: ROOF IS CREASED ABOUT 3/4 OF THE ROOF.						
2	*		Add for Clear Coat						0.4
3	#	Repl	Headliner		1	337.12		4.0	
			Note: INCLUDES R&I SUNVISORS AND UPPER STORAGE.						
4	#	Repl	Tailpipe extension		1	270.18		1.0	
5	#		Material for dump bed		1	650.00			
6	#	Subl	Labor to cut out and install the front bed end		1	4,700.00	X		
7	#		Paint bed		1	1,600.00			
			Note: FRONT CAP OF BED, FRONT BED PANEL AND SIDES WHERE WELDING IS AT.						
8	#		Shop supplies		1	35.00			
9	#		**** ADD ONS ****		1				
10	#	Subl	Hazardous Material		1	3.00	X		
11	#	Repl	Cover Car		1	8.00	X	0.3	
12	#	Repl	Corrosion Protection		1	8.00	T	0.3	
				SUBTOTALS		**7,611.30**		**19.6**	**2.2**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				2,892.30
Body Labor	19.6 hrs	@	$ 40.00 /hr	784.00
Paint Labor	2.2 hrs	@	$ 40.00 /hr	88.00
Paint Supplies	2.2 hrs	@	$ 28.00 /hr	61.60
Miscellaneous				4,719.00
Subtotal				8,544.90
Total Cost of Repairs				**8,544.90**
Deductible				0.00
Total Adjustments				**0.00**
Net Cost of Repairs				**8,544.90**

This estimate is not an acceptance of liability !! Appraised to establish repair costs only. Please present a copy of appraisal to the repair shop before repairs. Failure to do so may result in additional expenses to you. This estimate is based on visible inspection only. Additional parts and labor may be found upon teardown. This enclosed appraisal represents the amount required to properly repair your vehicle based upon the accident. Damages identified at the time of inspection. Present your vehicle and a copy of the appraisal to the repair shop of your choice to review, order your parts and schedule repair appointment. Do not leave your vehicle at the shop until parts are available and they can start repairs. Commencement of repairs guarantees procedures, rates and owners satisfaction as appraised. During the repair process, if additional parts and labor is required, THE SHOP MUST CALL THE APPRAISER. The appraiser will re-inspect the vehicle and if additional repairs are warranted the appraiser will write the appropriate supplement and submit to the adjuster for evaluation and payment. Our appraisal is written to comply with manufacture recommended procedures and I-CAR acceptable methods of repairs at competitive rates is your area. If the repair shop of your choice has a labor rates higher that the competitive labor rate or fails to call for supplement approval you will be responsible for the difference. Rental allowance is based upon labor hours to repair. A resonable amount of down time has been allowed to complete repairs. It is your responsibility to see that the shop completes repairs on a timely basis.

This estimate is not an acceptance of liability !! Appraised to establish repair costs only. Please present a copy of appraisal to the repair shop before repairs. Failure to do so may result in additional expenses to you. This estimate is based on visible inspection only. Additional parts and labor may be found upon teardown. This enclosed appraisal represents the amount required to properly repair your vehicle based upon the accident. Damages identified at the time of inspection. Present your vehicle and a copy of the appraisal to the repair shop of your choice to review, order your parts and schedule repair appointment. Do not leave your vehicle at the shop until parts are available and they can start repairs. Commencement of repairs guarantees procedures, rates and owners satisfaction as appraised. During the repair process, if additional parts and labor is required, THE SHOP MUST CALL THE APPRAISER. The appraiser will re-inspect the vehicle and if additional repairs are warranted the appraiser will write the appropriate supplement and submit to the adjuster for evaluation and payment. Our appraisal is written to comply with manufacture recommended procedures and I-CAR acceptable methods of repairs at competitive rates is your area. If the repair shop of your choice has a labor rates higher that the competitive labor rate or fails to call for supplement approval you will be responsible for the difference. Rental allowance is based upon labor hours to repair. A resonable amount of down time has been allowed to complete repairs. It is your responsibility to see that the shop completes repairs on a timely basis.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

AI-51148 **Executive Office** **10. D.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting permission to utilize the open forum area on courthouse grounds for a Prayer Rally on Saturday, 9/19/15 from 9am to 12pm

BACKGROUND

Fiscal Impact

Attachments

request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 04:26 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Monica Badillo Started On: 08/28/2015 03:34 PM

Final Approval Date: 08/28/2015

RECEIVED
AUG 01 2015
COUNTY JUDGE

Date: July 27, 2015

To: Mr. Balde Guerra, Executive Officer

Re: Permission to use the Open Forum

From: **The Edinburg Pro-Life Committee**

This committee consist of the three parishes in our community in Edinburg; Sacred Heart, St. Joseph, and Holy Family. The three councils of the Knights of Columbus have united to organize a ***"Prayer Rally"*** to bring the community together; families, children, adult, church and public leaders to manifest the need to pray for our country to discourage so much violence, crime, and to protest against the law that permits abortion to occur in our country. Repeating the prayer of Billy Graham we pray, " Heavenly Father, we come before you today to ask your forgiveness and to seek your direction and guidance." The "Walk for Life" will commence at a parish and convene at the Courthouse.

Statement of Need

Every year, more than,1.5 million children are aborted in their mother womb. Over 60 million children have lost their life through abortion since the infamous law of Roe vs. Wade which passed in January 22, 1973. Four thousand pre-born children die every day in the United States, one every 26 seconds. 42 million pre-born babies die world- wide; that's 20 percent of humanity. It was John Paul II who said "A nation that kills it's children is a nation without hope." Hence, united we come to plea for our country to stop the holocaust against pre-born children who have no one to speak on their behalf.

Action Plan

Therefore, we request **your permission** to use the Courthouse Grounds around the Memorial Wall to convene as a community and pray, sing, and listen to speakers express their prayers and needs to call this country on its knees to Repent their ways and implore the "Name of God" and "His Mercy" to call us back home to restore and cherish the Christian values on which this country was founded on.

The prayer service will be Saturday, September 19 , 2015 from 9 a.m. to Noon.

For more information you may contact AL Lopez at 956-648-6637.

RECEIVED

AI-51152 **Executive Office** **10. E.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting permission to utilize the open forum area on courthouse grounds for the 1st Annual Hidalgo County Suicide Awareness Day Event on Thursday, September 10, 2015 from 7-9pm.

BACKGROUND

Fiscal Impact

Attachments

flyer
request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 04:27 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Monica Badillo		Started On: 08/28/2015 03:48 PM
Final Approval Date: 08/28/2015		

Memorial HS
Student Council

Say Yes to Life

&

announce the

1st Annual Hidalgo County SUICIDE AWARENESS DAY EVENT

SITE: Hidalgo County Courthouse Courtyard
DATE: September 10, 2015
TIME: 7-9 p.m.

The City of McAllen proclaimed this day at their August 10 meeting. The Hidalgo County Commissioner's Court, the City of Edinburg, and McAllen ISD will also present proclamations for Suicide Awareness Day. We encourage all other Hidalgo County municipalities and school districts to do the same and to join us for this event. We also hope other Hidalgo County student councils and school organizations will get involved.

How can YOU help?

1. Contact Vivian Tamez at Memorial High School (Vivian.tamez@mcallenisd.net) if you can help with the purchase of battery-operated candles for the candlelight vigil September 10 and for more information.
2. If you know of someone who has lost his/her life as a result of suicide, please send the person's name to Vivian so it can be read that night.
3. Join us September 10 in Edinburg and help us spread the word!

AWARENESS SAVES LIVES!

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

Hidalgo County National Suicide Awareness Day

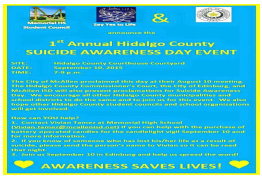
From : Yolanda Peralez <ybuddy8996@gmail.com> Mon, Aug 17, 2015 12:23 PM

Subject : Hidalgo County National Suicide Awareness Day 1 attachment

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

We, Yolanda Estrada-Peralez President to "Say Yes to Life" Live for Andrew Peralez foundation, Mcallen Memorial Student Council, Vivian Tamez, and Chris Ardis would like to request to use the Hidalgo County Courtyard to host the First "Hidalgo County National Suicide Awareness Day" event. This event will take place on September 10, 2015 from 7-9pm.
Our plan is to invite the public and bring awareness and prevention to all our community regarding suicide. In order to do this we need to host it at a neutral location where all the communities of hidalgo county can join together.
Also, if it's at all possible for the county to help us with a podium and microphone, so that our speakers can communicate with the public. You can contact me at 956-318-2511 ext 4622 or 955-378-0727

Thank you in advance,
Yolanda Estrada
Employee to the Hidalgo County Auditors Office/President to Say Yes to Life, Live for Andrew Peralez Foundation



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117 KB

AI-51123 **Human Resources** **11. A.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Precinct 4 - Parks (1100)/ Rd. Maintenance(1200):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval to create one (1) regular Full-time Park Maintenance Supervisor position, slot no. 0013 (Dept. 124/Prog. 009), proposed budgeted salary of $38,949.00, and transfer in employee no. 073083, effective next full pay period, 09/07/15.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-452-00-124-009-0-XXX

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

BUDGETARY IMPACT:

Funds undetermined.

Attachments

Fiscal Note
job desc
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 02:14 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Diana Munoz		Started On: 08/28/2015 11:00 AM
Final Approval Date: 08/28/2015		

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, September 01, 2015 Agenda Item: 51123

Summary of request/proposal:
Pct 4 Parks (1100) -
Approval of the following personnel action, effective next full pay period, 9/07/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Park Maintenance Supervisor	0013	113	0.00	38,949.00	38,949.00
				0.00	38,949.00	38,949.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-452-00-124-009-0-	113	Pct 4 Parks-	REG	$12,535.31
5-1100-452-00-124-009-0-	211	Pct 4 Parks-	HEALTH INSURANCE	$1,907.86
5-1100-452-00-124-009-0-	212	Pct 4 Parks-	LIFE INSURANCE	$12.09
5-1100-452-00-124-009-0-	220	Pct 4 Parks-	FICA	$958.95
5-1100-452-00-124-009-0-	230	Pct 4 Parks-	RETIREMENT	$1,332.50
5-1100-452-00-124-009-0-	250	Pct 4 Parks-	UNEMPLOYMENT COMP	$75.21
5-1100-452-00-124-009-0-	260	Pct 4 Parks-	WORKER'S COMP	$457.54
			2015 Budgetary Impact	$17,279.46

2016 Budgetary Impact: $53,689.77

Possible Funding Sources: Funds undetermined.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY PRECINCT #4

PARK MAINTENANCE SUPERVISOR

GENERAL DESCRIPTION

Performs routine (journey-level) supervisory maintenance work. Work involves assisting in the planning and scheduling of the installation, care, and repair of County facilities and equipment; Supervises the work of others; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Assigns maintenance crews to specific jobs, and inspects work to be certain that work meets standards and safety and building regulations

Plans, schedules, and oversees maintenance and repair work, such as plumbing, masonry, welding, carpentry, painting, electrical, and grounds maintenance work

Obtains material and supplies, maintains records of materials used on jobs, and requisitions items not carried in stock

Conducts inspections of buildings, equipment, and grounds for security and needed repairs

Receives requests for maintenance and repairs, and initiates maintenance and repair work

Maintains records of materials used on jobs and in stock

Prepares progress reports

Assists in interviewing and hiring new staff

Oversees the operation and maintenance of building, grounds, and related support services

Implements preventative maintenance, equipment replacement and energy conservation programs

Inspects facilities and equipment to determine need and extent of services, equipments required, and type and number of operation and maintenance personnel needed

Assigns workers to duties such as maintenance, repair, or renovation and obtains bids for additional work from outside contractors and inspects completed work for conformance to blueprints, specifications and standards

Oversee purchases of building and maintenance supplies, machinery, equipment and furniture

Compiles records of labor and material costs for operating budget, and studies production schedules and estimates worker hour requirements for completion of job assignments, and may obtain advice from engineering consultants

Conducts quarterly maintenance inspections of each county-owned facility; provides a summary of maintenance recommendations to Departments;

Provides staff training in a variety of safety and maintenance topics

Conducts safety inspections and related training

Selects, trains, evaluates and supervises assigned staff

Supervises the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years experience in the field of maintenance and construction including supervisory experience

Graduation from a high school or equivalent (GED)

Associate Degree or Vocational training related to the job (Building Trades field such as Electrician, Plumber, A/C Technician, Commercial Construction etc)

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Knowledge of building and ground maintenance techniques; of plumbing and heating systems; of sanitation practices; of electrical systems; and of fire and safety regulations and procedures

Skill in the use of tools and equipment

Ability to interpret blueprints; to organize preventative maintenance programs; and to supervise the work of 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 regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment

• communication with others
• required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PRCT 4 PARKS (124-009) **DATE:** 08/25/2015

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0013

REQUESTED POSITION TITLE: PARKS MAINTENANCE SUPERVISOR
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 38,949.00 (Proposed Budgeted Salary) $ 38,949.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other 1100-452-00-124-009-0

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)

Adding Approximately 85 acres of new parks to maintain

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Budget Increase, additional funds required for the creation of the position

1.	Joseph Palacios/gm DEPARTMENT HEAD	8-28-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	[signature] HUMAN RESOURCES DIRECTOR	8/28/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	8/31/2015 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☑ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-51099 **Human Resources** **11. B.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Sheriff's Office (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 09/07/2015:

Action	Slot#	Dept/ Program	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	0375	280-001	Deputy Sheriff Step I	$39,140.00	-0-
Create	0422	280-001	Sergeant Step I	-0-	$47,359.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Funds no longer available due to lapsed salary sweep. Funds undetermined.

Attachments

JOB DESCRIPTION
Fiscal Note
par

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 01:42 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Diana Munoz		Started On: 08/27/2015 03:15 PM

Final Approval Date: 08/28/2015

HIDALGO COUNTY SHERIFF'S OFFICE

SERGEANT (PATROL)

GENERAL DESCRIPTION

May be assigned to patrol, narcotics, court processes or criminal investigation work. Depending on area to which assigned, may perform primarily undercover and surveillance work, patrol work, civil and criminal process serving or investigating work.

EXAMPLES OF WORK PERFORMED

Depending on the area of criminal enforcement to which assigned, may perform any of the following duties:

Patrol an assigned area, generally by vehicle, to prevent crimes and enforce laws and regulations

Respond to emergency calls and routine complaints and take action as necessary

Issue traffic citations and direct traffic

Investigate traffic accidents and crimes against persons and property and assist federal, state and local law enforcement officials

Keeps records of activities and makes reports concerning crimes, complaints, accidents, and investigations

Files cases with district attorney or U.S. attorneys

Make lawful arrests for violation of laws for the State of Texas and local governments ordinance and/or resolution

Serve felony, misdemeanor and mental commitment warrants and make arrests

Serve court papers including writs, summons, subpoenas, capias, etc

Question witnesses and suspects and take statements

Assist other law enforcement agencies as needed

Meets with informants and conducts undercover narcotics investigations

Conducts background investigations on applications for law enforcements and correction positions

Gathers and labels evidence, takes photographs and fingerprints, guards and transports prisoners and testifies in court

May address and work with community groups to promote good public relations and to inform citizens of police activities and crime prevention

May be responsible for animal control, especially relating to cattle on roadways

Return persons who have been arrested in Hidalgo County to other locations in and out and out of state

Approved subordinates reports and insure subordinates complete their daily assigned duties

Regular attendance is a must

Ability to work with others

SUPERVISORY RESPONSIBILITIES:

Will supervise those investigations, deputy sheriffs, communication officer, and civilian personnel that have been placed in his/her charge

Will ensure that subordinate personnel in his/her charge carry out day to day duties as defined by job description, level of responsibilities; department goals, and applicable federal and state laws

Shall report both orally and in written form, poor job performance, violations of department policy, and violations of federal and state laws involving and subordinate or officer of same of higher rank, through established chain of command

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Four (4) years experience as a Peace Officer immediately preceding the date of application

Applications for employee should reflect any increases in responsibilities during previous or current employment

Bilingual (Spanish and English) with ability to converse fluently in both languages

Certificates, Licenses & Registration

Applicant must posses a current Peace Officer Certification from the Texas Commission on Law Enforcement Officers Standards and Education

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

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

Knowledge, Skills, and Abilities

Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws

Ability to establish and maintain effective working relationships with other County employees and officials, law enforcements agencies and the general public

Ability to analyze situations and adopt a quick, effective and reasonable course of action

Ability to write clear and concise reports and to maintain complete records as required

Ability to learn the use and care of vehicles, firearms, and specialized equipment

Ability to communicate effectively orally or in writing

Good physical condition

Ability to solve basic mathematical problems involving addition, subtraction, multiplication and division

Ability to use decimals and percentages in solving such problems

Ability to speak, read, and write in English

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to write routine reports and correspondence

Ability to speak effectively before groups of employees or organizations

Ability to also speak and write in Spanish preferred

Ability to solve pratical problems and deal with a variety of concrete variables in situations where only limited standardizations exists

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is required to stand, walk, talk and hear. The employee frequently is required to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; stoop, kneel, crouch or crawl. Employee subdues and restrains uncooperative inmates, runs, climb stairs, pushes heavy doors, handles and distributes heavy food/drink containers.

The employee must regularly lift and/or move up to ten (10) pounds, occasionally lift and/or move up to twenty-five (25) pounds, and in emergency situations, lift inmates with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Employee utilizes all visual abilities to keep and maintain control of inmates.

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee frequently works near moving mechanical parts such as the doors and gates throughout the prison. The employee is occasionally exposed to fumes and airborne particles. The risk of electrical shock is present because of the large amount of electrical equipment which the officer encounters during the shift. The employee may be required to work outdoors or in areas where temperatures could exceed 100 degrees Fahrenheit or below 0 degrees Fahrenheit.

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
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, September 01, 2015 Agenda Item: 51099

Summary of request/proposal:
Sheriff's Office (1100) -
Approval of the following personnel action, effective next full pay period, 9/07/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Deputy Sheriff	0375	113	39,140.00	0.00	(39,140.00)
1100	Sergeant I	0422	113	0.00	47,359.00	47,359.00
				39,140.00	47,359.00	8,219.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-421-00-280-001-0-	113	SHERIFF-	REG	$2,645.20
5-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
5-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
5-1100-421-00-280-001-0-	220	SHERIFF-	FICA	$202.36
5-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	$281.18
5-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	$15.87
5-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	$82.53
			2015 Budgetary Impact	$3,227.14

2016 Budgetary Impact: $10,027.17

Possible Funding Sources: Funds undetermined.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG 26 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 8-24-2015

CURRENT POSITION TITLE: DEPUTY SHERIFF **CURRENT SLOT. #:** 001-375

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 39,140.00 (Current Budgeted Salary) $ Ø (Proposed Budgeted Salary) $ < 39,140.00 > (Net Change)

Position to be funded from one of the following:

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

☑ Other SAVING FROM DELETED TO FUND OF 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)

POSITION WILL BE DELELED.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 8/25/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 8/28/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 8/31/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG 26 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 – 001 OT

DATE: 8-24-2015

CURRENT POSITION TITLE:

CURRENT SLOT. #: 0422 OT

REQUESTED POSITION TITLE: SERGEANT I STEP OT
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 47,359.00 (Proposed Budgeted Salary) $ 47,359.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other PARTIAL FUNDING FROM SAVINGS OF A DELETED 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)

RECONSTRUCTION ORGANIZATION PERSONNEL, FUNDING FROM SLOT #001-421

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

Budget Increase, additional funds required for creation of new position

1.	DEPARTMENT HEAD	DATE 8/25/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 8/28/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 8/31/2015	BUDGET PROCEDURES COMPLETED	☐ YES	☑ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-51103 **Human Resources** **11. C.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Precinct #1 - Road Maintenance (1200):
1. Discussion, consideration, and approval to extend one (1) FT temporary position not to exceed 12/31/15, effective 09/16/2015:

Slot#	Dept/ Program	Position Title	Proposed Hourly Rate	Proposed # of Working Hours	Proposed Budgeted Salary
T147	121-005	Maintenance I	$12.02	520	$6,250.40

2. Approval to revise the salary schedule in accordance with Commissioner's Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-121-005-0-xxx

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

BUDGETARY IMPACT:

Attachments

fiscal

par

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 02:13 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Diana Munoz		Started On: 08/27/2015 03:48 PM
Final Approval Date: 08/28/2015		

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, September 01, 2015 Agenda Item: 51103

Summary of request/proposal:
PCT 1 RD MAINTENANCE (1200) -
Approval to extend one (1) Full-Time temporary position, effective 9/16/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	MAINTENANCE I	T147	121	0.00	6,250.40	6,250.40
				0.00	6,250.40	6,250.40

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-121-005-0-	121	PCT 1 RD MAINT.	TEMP F/T EMPLOYEES	$6,250.40
5-1200-431-00-121-005-0-	211	PCT 1 RD MAINT.	HEALTH INSURANCE	$0.00
5-1200-431-00-121-005-0-	212	PCT 1 RD MAINT.	LIFE INSURANCE	$0.00
5-1200-431-00-121-005-0-	220	PCT 1 RD MAINT.	FICA	$478.16
5-1200-431-00-121-005-0-	230	PCT 1 RD MAINT.	RETIREMENT	$0.00
5-1200-431-00-121-005-0-	250	PCT 1 RD MAINT.	UNEMPLOYMENT COMP	$37.50
5-1200-431-00-121-005-0-	260	PCT 1 RD MAINT.	WORKER'S COMP	$430.03
			2015 Budgetary Impact	$7,196.09

2016 Budgetary Impact: $7,860.51

Possible Funding Sources: Estimated lapsed salaries under R&B.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG 27 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT 1 - ROAD MAINTENANCE (121-005) **DATE:** 08/24/2015

CURRENT POSITION TITLE: MAINTENANCE I (TEMPORARY) **CURRENT SLOT. #:** T0147 OT

REQUESTED POSITION TITLE: MAINTENANCE I
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 6,250.40 (Proposed Budgeted Salary) $ 6,250.40 (Net Change)

Position to be funded from one of the following:

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

☑ Other LAPSE SALARY

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $12.02 (Enter hourly rate for temp. positions)

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐ $ 25,000.00/2080= $12.02 $12.02X520= $6,250.40 (Hourly Rate * 2,080 hrs. per year = Annual Salary)

TEMPORARY POSITIONS:

09/16/2015	12/16/2015	M-S 7am-4pm	40	Not to exceed 3 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

As per Commissioner's Court prior approval (AI-49703) on May 19, 2015.

The same employee is still on leave of absence without pay; therefore, this temporary position is still needed to assist with the department's high demand of workload. We are requesting an extension of time not to exceed December 16,2015.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 8/27/15	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 8/28/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 8/31/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-50820 **Health & Human Services Dept.** **12. A. 1.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

A. Public Hearing, at 10:30 am, to consider public comments concerning the amount of mandatory payments required to be paid by paying hospitals for fiscal year 2016 and how the revenue derived from those payments is to be spent.
B. Consideration and possible approval of mandatory payment to be assessed quarterly by the Hidalgo County Health Care Funding District on the net patient revenue of an institutional health care provider and how the revenue derived from those payments is to be spent.
C. Consideration and possible approval for the Hidalgo County Tax Assessor/Collector to collect the mandatory payment required by Hidalgo County Health Care Funding District.
D. Consideration and approval to assess mandatory payment annual rate of 6%.
E. Consideration and approval to set quarterly assessment dates.(November 30, 2015, February 28, 2016, May 31, 2016 and August 31, 2016)

BACKGROUND

Public hearing will be held at the Hidalgo County Commissioners Court, 100 East Cano, 1st Floor, Edinburg, Texas.

The purpose of the Hidalgo County Health Care Funding District (the "District") is to generate revenue to provide the nonfederal share of a Medicaid supplemental payment program by requiring a mandatory payment from institutional health care providers in the District;

Fiscal Impact

Attachments

notice
rate

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/19/2015 03:44 PM
Manuel Chapa	Debbie Tamez	08/20/2015 03:31 PM
Ivan Cantu	Ivan Cantu	08/20/2015 04:22 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Dairen Sarmiento Started On: 08/11/2015 08:22 AM

Final Approval Date: 08/28/2015

NOTICE OF PUBLIC HEARING BY HIDALGO COUNTY HEALTH CARE FUNDING DISTRICT TO CONSIDER AMOUNTS OF MANDATORY PAYMENTS FOR FISCAL YEAR 2016

The Hidalgo County Commissioners Court sitting as the Hidalgo County Health Care Funding District will hold a public hearing on September 01, 2015 at 10:30 a.m. in the Hidalgo County Commissioners' Courtroom, Administration Building, 100 East Cano, 1st Floor, Edinburg, Texas to hear public comments concerning the amount of mandatory payments required to be paid by paying hospitals for fiscal year 2016 and how the revenue derived from those payments is to be spent. Representatives of paying hospitals and the public wishing to be heard on these matters may appear before the Commissioners Court at the hearing.

Projected Mandatory Payments Based on Recommended LPPF Rate, Hidalgo County, FY 2016

Projected LPPF Mandatory Payments, FY 2015	Annual Rate	6.0000%		Quarterly Rate	1.5000%		
		Net Patient Revenue AHS 2010 Annual	Quarter	Revenue from Mandatory Payment 1	Revenue from Mandatory Payment 2	Revenue from Mandatory Payment 3	Revenue from Mandatory Payment 4
Doctor's Hospital at Renaissance		$419,122,547		$6,286,838	$6,286,838	$6,286,838	$6,286,838
Knapp Medical Center		$128,952,176		$1,934,283	$1,934,283	$1,934,283	$1,934,283
Mission Regional Medical Center		$115,426,693		$1,731,400	$1,731,400	$1,731,400	$1,731,400
Rio Grande Regional Hospital		$181,035,055		$2,715,526	$2,715,526	$2,715,526	$2,715,526
Edinburg Regional Medical Center		$361,658,786		$5,424,882	$5,424,882	$5,424,882	$5,424,882
Cornerstone Regional Hospital		$10,405,818		$156,087	$156,087	$156,087	$156,087
LifeCare Hospitals of South Texas		$27,743,415		$416,151	$416,151	$416,151	$416,151
Weslaco Rehab Hospital		$8,297,474		$124,462	$124,462	$124,462	$124,462
Solara Hospital McAllen LP		$23,625,573		$354,384	$354,384	$354,384	$354,384
Periodic Totals		**$1,276,267,537**		**$19,144,013**	**$19,144,013**	**$19,144,013**	**$19,144,013**

AI-50819 **Health & Human Services Dept.** **12. C.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Presentation of Walk Across Texas Challenge #4 Winner.

BACKGROUND

Walk Across Texas is a free program to help people start moving more and establish physical activity as a lifetime habit. Doing Walk Across Texas with people you know is a great way to help you keep going when you feel like quitting. To walk across the state in eight weeks, everyone on a team must walk almost 13 miles each week.

Walk Across Texas is not a walk-a-thon or an event to raise money. While teams do compete to walk across the state first and/or to accumulate the most miles during the eight weeks, the main point is to get moving and keep moving after Walk Across Texas ends.

Challenge # 5 starts October 5, 2015.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/11/2015 08:37 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Dairen Sarmiento Started On: 08/11/2015 08:13 AM
Final Approval Date: 08/28/2015

AI-51061 **Health & Human Services Dept.** **12. D.**

CC - REGULAR

Meeting Date: 09/01/2015

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 an Intent to Apply to participate in the next Texas Project Public Health Ready cohort. The Project Public Health Ready is a criteria-based public health preparedness program that assesses local health department capacity and capability to plan for, respond to and recover from public health emergencies.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1293-441-00-340-005-0-890

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

BUDGETARY IMPACT:

Texas Department of State Health Services agency will pay for the cost. ($2,500 - Intent to Apply Fee & $2,500 - Application Fee)
Hidalgo County Health & Human Services Dept. will pay for fees and then obtain reimbursement from DSHS.

Reference Consent Agenda AI-51065 for line item transfer to cover Intent to Apply fee of $2,500.00.

Attachments

Email
PPHR Flyer
NACCHO Info
email response

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/26/2015 02:42 PM
Manuel Chapa	Manuel Chapa	08/27/2015 10:49 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Mike Escaname		Started On: 08/25/2015 12:46 PM

Final Approval Date: 08/28/2015

To: tjauz@midlandtexas.gov; lindas@cctexas.com; donnar@cctexas.com; Annetter@cctexas.com; aurorap@cctexas.com; CharlesGa@cctexas.com; DinaC@cctexas.com; thomas.schlenker@sanantonio.gov; patricia.blevins@sanantonio.gov; mark.wade@sanantonio.gov; vincent.nathan@sanantonio.gov; roger.pollok@sanantonio.gov; scott.simmons@sanantonio.gov; sjacquez@spphd.org; zholbrooks@spphd.org; sshafer@spphd.org; whitney.quick@spcaa.org; Steve.Presley@TTU.edu; lawrence.Schovanec@TTU.edu; nmccrory@vctx.org; rowusu-ansah@victoriatxoem.org; nico.ramirez@strac.org

Cc: Birnberg,Dana (DSHS); Poole,Michael (DSHS); Leary,David (DSHS); Smith,Dan (DSHS); Williams,Otis (DSHS); Lassberg,Hil (DSHS); Schultz,Lisa (DSHS); Osborne,Lisette (DSHS); LaFon,Terry (DSHS); Lundry,Lucia (DSHS); Reeves,Robert (DSHS); Torres,Lupe (DSHS); Hart,Brenda (DSHS); Patrick,Stephanie D (DSHS); Cain,Keri (DSHS)

Subject: PPHR Flyer

Attachments: PPHR Flyer.pdf

Importance: High

Hello everyone,

I hope your summer has been going well.

Project Public Health Ready (PPHR) is nearing completion for this year.

All local health departments who have applied will be submitting their applications to NACCHO by the end of this month. Texas has three LHDs applying for this year: City of El Paso Department of Public Health, City of Laredo Health Department, and Harris County Environmental and Public Health Services.

The next PPHR cycle will begin in October 2015. Williamson County and Cities Health District has already submitted their Intent to Apply form for the 2015-2016 cycle.

Attached you will find a flyer highlighting the benefits of participating in PPHR. Do not let the $5,000 costs be a barrier for your participation. DSHS will pay the $2,500 Intent to Apply and the $2,500 Application fee for those departments that wish to participate in the 2015-2016 cycle.

If you feel that you would like to be involved in this extremely valuable project, or if you have any questions concerning PPHR, please contact Don Sheahan at Donald.Sheahan@dshs.state.tx.us. The deadline for the Intent to Apply is October 31st, 2015.

Thank you.

Don Sheahan, PMP
Health Emergency Preparedness and Response Section (HEPRS), Room G406.3
Regional & Local Health Services (RLHS) Division
Texas Department of State Health Services
P.O. Box 149347
Austin, TX 78714-9347
(p) 512.776.6257 (f) 512.776.7472

****

GET TO KNOW YOUR PLANS!

Participate in Texas Project Public Health Ready (PPHR)

As public health preparedness professionals we continually write and improve our plans to respond to the threats our population faces. However, are these plans the best they can be and is your staff truly trained and tested on those plans? The PPHR process initiates an in-depth analysis of your plans, workforce competency and exercise evaluation. The following activities and principles guiding the PPHR process aim to strengthen your health department's preparedness program:

- **Continuous Quality Improvement—**Find the gaps in your plans and put together a plan of action
- **Complete the cycle—**Evaluate and create the connectivity needed between your plans, trainings, and exercises
- **Peer Review—**Your plans will be reviewed and helpful feedback will be provided from fellow local public health preparedness practitioners
- **Make connections—**The process perpetuates conversations between planning partners within your health department and the entire jurisdiction

For more information, visit the NACCHO PPHR page: http://www.naccho.org/topics/emergency/PPHR/

The deadline for the Intent to Apply is October 31st.

TEXAS Department of State Health Services

To become a part of the next cohort please contact PPHR Team Lead Donald Sheahan at the Texas Department of State Health Services: Donald.Sheahan@dshs.texas.gov

Programs

- Community Health
- Environmental Health
- Public Health Infrastructure and Systems
- Public Health Preparedness

Other Topics

- Research at NACCHO
- Winnable Battles
- Big Cities Health Coalition
- Demonstration Sites
- Funding Opportunities
- Health Reform
- Health Equity and Social Justice
- Model Practices
- Peer Assistance Network
- Workforce Training
- Programs A-Z

Project Public Health Ready

Overview | Current Applicants | National Reviewers | Resources | Staff Contacts

Project Public Health Ready (PPHR) is a criteria-based public health preparedness program that assesses local health department (LHD) capacity and capability to plan for, respond to, and recover from public health emergencies. PPHR aims to protect the public's health and increase the public health infrastructure by equipping local health departments with sustainable tools to plan, train, and exercise using a continuous improvement model.

Since 2004, nearly 400 LHDs have been recognized as meeting all the PPHR requirements individually or working collaboratively as a region. Click on states in blue below to view the PPHR-recognized LHDs in that state.

Please visit our PPHR Overview page to learn more about the program and how your health department can become involved.

Current PPHR applicants in need of resources to assist them with developing their applications should visit our Current Applicants page.

To learn more about the opportunity to serve as a reviewer for PPHR applications, please visit our PPHR National Reviewer page.

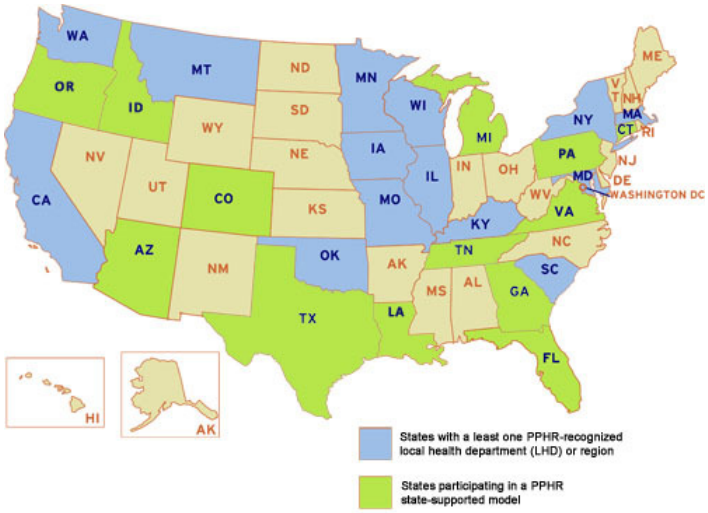
In the Spotlight

8 Agencies Achieve Project Public Health Ready Recognition

NACCHO's Project Public Health Ready (PPHR) has recognized 8 local health agencies for their ability to plan for, respond to and recover from public emergencies. Seven agencies from FL, LA, MI, and TN earned PPHR recognition for the first time, and one agency from VA achieved PPHR re-recognition status.

PPHR aims to protect the public's health and increase the public health infrastructure by equipping local health departments with sustainable tools to plan, train, and exercise using a continuous improvement model.

PPHR recognition reflects an agency's dedication necessary to complete the application process and commitment to public health preparedness.NACCHO extends its congratulations to the PPHR recognized agencies for their exceptional accomplishment!



View by State

Arizona
California
South Carolina
Tennessee

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Related Content

- NACCHO Preparedness Brief
- PPHR Criteria Version 7.1
- PPHR Toolkit
- Upcoming Events

Featured Content

Building and Sustaining Strong Partnerships between Pharmacies and Health Departments at State and Local Levels
Learn how to form a partnership with pharmacies to prepare for an emergency.

Marketing Matters - Strategies to Reduce Unhealthy Food and Beverage Marketing to Young Children

2016 Preparedness Summit
NACCHO Conference: April 19 -22, 2016 Dallas, TX

Mike Escaname

From: Sheahan,Donald (DSHS) <Donald.Sheahan@dshs.state.tx.us>
Sent: Tuesday, August 25, 2015 2:00 PM
To: Mike Escaname
Cc: eddie.olivarez@hchd.org; Damis,Bryan (DSHS); Simanek,Michelle (DSHS)
Subject: RE: Question on PPHR Cohort Fees

Hello Mr. Escaname,

I am glad to hear that you are interested in participating in PPHR. I truly believe that PPHR is a great way to verify that your plans, training, and exercise programs are current and accurate.

If you do decide to apply, Hidalgo County would have to submit a check or purchase order for the $2,500 intent to apply form by October 31, 2015 and the $2,500 application fee by August 31, 2016. Once I verify that NACCHO has received each payment, I will initiate the process to have the various agencies reimbursed. The bad news, this will take a couple of months. The good news, DSHS will pay the entire $5,000. The agency will not have to provide any match. One other point – if you decide that you need more time to complete the application, NACCHO will give you an extra year to complete. If you do require an extension, you will be required to supply information relevant to the 2017 application.

Thank you and let me know if you have any other questions or concerns.

Don Sheahan, PMP
Health Emergency Preparedness and Response Section (HEPRS), Room G406.3
Regional & Local Health Services (RLHS) Division
Texas Department of State Health Services
P.O. Box 149347
Austin, TX 78714-9347
(p) 512.776.6257 (f) 512.776.7472

From: Mike Escaname [mailto:mike.escaname@hchd.org]
Sent: Tuesday, August 25, 2015 1:13 PM
To: Sheahan,Donald (DSHS)
Cc: eddie.olivarez@hchd.org
Subject: Question on PPHR Cohort Fees

Hello Mr. Sheahan:

Hidalgo County Health & Human Services will be submitting an Intent to Apply for the next PPHR cohort.

In doing so; however, the following question has arisen.

How will DSHS process the payment for the related fees (Intent to Apply, $2,500 & Application $2,500)?

Will Hidalgo County have to pay the fees first and then obtain reimbursement from DSHS? Or, Will DSHS pay the fees directly to NACCHO?

Since we require our Commissioner's Court approval to participate, we need to provide them with this information.

Any information you can provide will be greatly appreciated.

Regards,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St.
Edinburg, TX 78539
Direct # (956) 292-7000 ext. 7210
Main # (956) 383-6221

****

Hello everyone,

I hope your summer has been going well.

Project Public Health Ready (PPHR) is nearing completion for this year.

All local health departments who have applied will be submitting their applications to NACCHO by the end of this month. Texas has three LHDs applying for this year: City of El Paso Department of Public Health, City of Laredo Health Department, and Harris County Environmental and Public Health Services.

The next PPHR cycle will begin in October 2015. Williamson County and Cities Health District has already submitted their Intent to Apply form for the 2015-2016 cycle.

Attached you will find a flyer highlighting the benefits of participating in PPHR. Do not let the $5,000 costs be a barrier for your participation. DSHS will pay the $2,500 Intent to Apply and the $2,500 Application fee for those departments that wish to participate in the 2015-2016 cycle.

If you feel that you would like to be involved in this extremely valuable project, or if you have any questions concerning PPHR, please contact Don Sheahan at Donald.Sheahan@dshs.state.tx.us. The deadline for the Intent to Apply is October 31st, 2015.

Thank you.

Don Sheahan, PMP
Health Emergency Preparedness and Response Section (HEPRS), Room G406.3
Regional & Local Health Services (RLHS) Division
Texas Department of State Health Services
P.O. Box 149347
Austin, TX 78714-9347
(p) 512.776.6257 (f) 512.776.7472

AI-51080 **Health & Human Services Dept.** **12. E.**

CC - REGULAR

Meeting Date: 09/01/2015

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 renewal application for the TB Federal FY 16 program in the amount of $437,771.00 in grant funds and $87,554.00 in local match funds. The grant period will run from 01/01/2016 to 12/31/2016.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1293-441-00-340-011-6-XXX

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

BUDGETARY IMPACT:

Grant award requires 20% match.
$85,642.00 were reserved during the 2015 budget process; however, this amount was reduced by $28,548.00 as it was transferred into the FY 15 local match account due to extension of four months, reference AI-50742.
$85,642.00 - $28,548.00 = $57,094.00 currently in local match account #5-1100-491-01-000-293-6-891.
$30,460.00 in local match is still needed to fund the entire amount of $87,554.00 as required by this grant award.
The local match still needed will be reserved during the 2016 budget process.

Attachments

Award Email
ILA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/26/2015 03:42 PM
Manuel Chapa	Manuel Chapa	08/28/2015 03:52 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Mike Escaname		Started On: 08/26/2015 03:19 PM
Final Approval Date: 08/28/2015		

From: Sharp,Kathy (DSHS) [mailto:Kathy.Sharp@dshs.state.tx.us]
Sent: Wednesday, August 26, 2015 3:11 PM
To: Mike Escaname
Subject: RE: Question: FY16 TB/FED Interlocal Application

Yes, that will be fine.

Thanks,

Kathy Sharp, CTCM
Contract Manager
DCPS/RLHS Contract Management Unit
Mail Code 1990
P. O. Box 149347
Austin, TX 78714-9347

Phone: (512) 776-2640
Fax: (512) 776-7391
Email: kathy.sharp@dshs.state.tx.us

From: Mike Escaname [mailto:mike.escaname@hchd.org]
Sent: Wednesday, August 26, 2015 3:20 PM
To: Sharp,Kathy (DSHS)
Subject: Question: FY16 TB/FED Interlocal Application

Hello Kathy,

Just to follow up on our phone conversation. Is it okay if I submit the completed and signed Face Page application for our TB Federal FY 16 program by next Tuesday, 09/01/15.

Please advise.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St.
Edinburg, TX 78539
Direct # (956) 292-7000 ext. 7210
Main # (956) 383-6221

From: Sharp,Kathy (DSHS) [mailto:Kathy.Sharp@dshs.state.tx.us]
Sent: Monday, August 03, 2015 8:39 AM
To: Cc: Sharp,Kathy (DSHS)
Subject: FY16 TB/FED Interlocal Application

Good Morning,

The Texas Department of State Health Services, Tuberculosis (TB) Services Branch, is initiating the contract application process for fiscal year (FY) 2016. This year's contracts will contain sixteen (16) performance measures that will be the same for all local health departments. Please review carefully the section of the application pertaining to performance measures. Please complete the Face Page of the application and return to me by August 17, 2015.

If you have any questions, please let me know.

Thank you,
Kathy

Kathy Sharp, CTCM
Contract Manager
DCPS/RLHS Contract Management Unit
Mail Code 1990
P. O. Box 149347
Austin, TX 78714-9347

Phone: (512) 776-2640
Fax: (512) 776-7391
Email: kathy.sharp@dshs.state.tx.us

From: "Sharp,Kathy (DSHS)" <Kathy.Sharp@dshs.state.tx.us>
To: "Eddie.Olivarez@hchd.org" <Eddie.Olivarez@hchd.org>
Cc: "Mike Escaname (miguel.escaname@hchd.org)" <miguel.escaname@hchd.org>, "Lewis,Cynthia (DSHS)" <Cynthia.Lewis@dshs.state.tx.us>, "Morris,SandraA (DSHS)" <SandraA.Morris@dshs.state.tx.us>, "Sharp,Kathy (DSHS)" <Kathy.Sharp@dshs.state.tx.us>, "Hobbs,Sylvia (DSHS)" <Sylvia.Hobbs@dshs.state.tx.us>
Subject: FY16 TB/FED Allocation (Hidalgo)
Date: 7/21/2015 5:40:24 PM

Good Afternoon Mr. Olivarez,

The Texas Department of State Health Services, Tuberculosis (TB) Services Branch, is initiating the contract application process for fiscal year (FY) 2016 for TB. The award is for the period January 1, 2016 through December 31, 2016. At this time we are requesting a one year detailed budget. At a later date DSHS will send a request for the full Inter-local Application for TB. The deadline for the budget submission is Tuesday, July 28, 2015. We apologize for the short turn around but this is due to the deadline imposed by CDC to DSHS.

The FY2016 budget allocation is 437,771. Contractor shall provide a match of no less than 20% of the DSHS share of the total budget which is $87,554.

Please submit via email to Kathy Sharp at the email address noted below.

If you have any questions or need additional information, please contact Kathy Sharp, Contract Manager, Disease Control and Prevention Services, Contract Management Unit at (512) 776-2640 or by e-mail at kathy.sharp@dshs.state.tx.us

Sincerely,

Kathy

Kathy Sharp, CTCM
Contract Manager
DCPS/RLHS Contract Management Unit
Mail Code 1990
P. O. Box 149347
Austin, TX 78714-9347

Phone: (512) 776-2640
Fax: (512) 776-7391
Email: kathy.sharp@dshs.state.tx.us

Inter-Local Application For Tuberculosis Prevention and Control for FY 2016 Federal Funds

http://www.dshs.state.tx.us/idcu/disease/tb

TB Services Branch
1100 W. 49th Street
Austin, Texas 78756-3199

TABLE OF CONTENTS

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Department of State Health Services
Form A Face Page

RESPONDENT INFORMATION

1) LEGAL BUSINESS NAME:

2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code): Check if address change ☐

3) PAYEE Name and Mailing Address, including 9-digit zip code (if different from above): Check if address change ☐

4) DUNS Number (9-digit) required if receiving federal funds:

5) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit) or Social Security Number (9-digit):

**The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.*

6) TYPE OF ENTITY (check all that apply):

- ☐ City
- ☐ County
- ☐ Other Political Subdivision
- ☐ State Agency
- ☐ Indian Tribe
- ☐ Nonprofit Organization*
- ☐ For Profit Organization*
- ☐ HUB Certified
- ☐ Community-Based Organization
- ☐ Minority Organization
- ☐ Faith Based (Nonprofit Org)
- ☐ Individual
- ☐ Federally Qualified Health Centers
- ☐ State Controlled Institution of Higher Learning
- ☐ Hospital
- ☐ Private
- ☐ Other (specify): _____

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

7) PROPOSED BUDGET PERIOD: Start Date: 01/01/2016 End Date: 12/31/2016

8) COUNTIES SERVED BY PROJECT:

9) AMOUNT OF FUNDING REQUESTED:

10) PROJECTED EXPENDITURES

Does respondent's projected federal expenditures exceed $500,000, or its projected state expenditures exceed $500,000, for respondent's current fiscal year (excluding amount requested in line 9 above)? **

Yes ☐ No ☐

***Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.*

11) PROJECT CONTACT PERSON

Name:
Phone:
Fax:
Email:

12) FINANCIAL OFFICER

Name:
Phone:
Fax:
Email:

The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in APPENDIX B: DSHS Assurances and Certifications. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.

13) AUTHORIZED REPRESENTATIVE Check if change ☐

Name:
Title:
Phone:
Fax:
Email:

FORM A: FACE PAGE INSTRUCTIONS

This form provides basic information about the respondent and the proposed project with the Department of State Health Services (DSHS). It is the cover page of the proposal and is required to be completed. Please follow the instructions below to complete the face page form and return with the respondent's proposal.

1) LEGAL BUSINESS NAME - Enter the legal name of the respondent.

2) MAILING ADDRESS INFORMATION - Enter the respondent's complete physical address and mailing address, city, county, state, and 9-digit zip code.

3) PAYEE NAME AND MAILING ADDRESS - Payee – Entity involved in a contractual relationship with respondent to receive payment for services rendered by respondent and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address, including 9-digit zip code, if PAYEE is different from the respondent. The PAYEE is the corporation, entity or vendor who will be receiving payments.

4) DUNS Number – 9- digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. . This number is required if receiving ANY federal funds and can be obtained at: http://fedgov.dnb.com/webform

5) FEDERAL TAX ID or STATE OF TEXAS COMPTROLLER VENDOR ID NUMBER OR SOCIAL SECURITY NUMBER - Enter the Federal Tax Identification Number (9-digit) or the Texas Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The respondent acknowledges, understands and agrees the respondent's choice to use a social security number as its vendor identification number for the contract, may result in the social security number being made public via state open records requests.

6) TYPE OF ENTITY - Check the type of entity as defined by the Secretary of State at http://www.sos.state.tx.us/corp/businessstructure.shtml and/or the Texas State Comptroller at https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf and check all other boxes that describe the entity.

   Historically Underutilized Business: A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (http://www.window.state.tx.us/procurement/prog/hub/)
   State Agency: an agency of the State of Texas as defined in Texas Government Code §2056.001.ii
   Institutions of higher education as defined by §61.003 of the Education Code.
   MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
   If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

7) PROPOSED BUDGET PERIOD - Enter the budget period for this proposal. Budget period is defined in the RFP.

8) COUNTIES SERVED BY PROJECT - Enter the proposed counties served by the project.

9) AMOUNT OF FUNDING REQUESTED - Enter the amount of funding requested from DSHS for proposed project activities (not including possible renewals). This amount must match column (1) row K from the BUDGET SUMMARY used for cost reimbursement budgets.

10) PROJECTED EXPENDITURES - If respondent's projected federal expenditures exceed $500,000 or its projected state expenditures exceed $500,000 for respondent's current fiscal year, respondent must arrange for a financial compliance audit (Single Audit).

11) PROJECT CONTACT PERSON - Enter the name, phone, fax, and email address of the person responsible for the proposed project.

12) FINANCIAL OFFICER - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.

13) AUTHORIZED REPRESENTATIVE - Enter the name, title, phone, fax, and email address of the person authorized to represent the respondent. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.

FORM B: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Respondent _____

This form is provided as your Table of Contents and to ensure that the application is complete.

FORM	DESCRIPTION	Included
A	Face Page - completed	
B	Proposal Table of Contents and Checklist - completed and included	
C	Contact Person Information - completed and included	
D	Performance Measures	

FORM C: CONTACT PERSON INFORMATION

Legal Business Name of Contractor: _____

This form provides information about the appropriate contacts in the contractor's organization in addition to those on FORM A: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit.

Emergency Contact:		Mailing Address	
Title:		Street:	
Phone:	Ext:	City:	
Fax:		County:	
Email:		State, Zip:	
Contact:		Street:	
Title:		City:	
Phone:	Ext:	County:	
Fax:		State, Zip:	
Email:			
Contact:		Street:	.
Title:		City:	
Phone:	Ext:	County:	
Fax:		State, Zip:	
Email:			
Contact:		Street:	
Title:		City:	
Phone:	Ext:	County:	
Fax:		State, Zip	
Email:			
Contact:		Street:	
Title:		City:	
Phone:	Ext:	County:	
Fax:		State, Zip	
Email:			

FORM D: PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract or any other method of determining compliance.

1. Newly-reported TB cases shall have an HIV test performed (unless they are known HIV-positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the reporting schedule provided in Section 1, B herein. For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 82.9% is required.

If fewer than 82.9% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

2. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Directly Observed Therapy (DOT).
For FY16 reporting, data will cover all cases from calendar year 2015 (1/1/2015 - 12/31/2015). A compliance percentage of not less than 91.6% is required.

If data indicates a compliance percentage for this Performance Measure of less than 91.6%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

3. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 93.4% is required.

If fewer than 93.4% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

4. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum acid-fast bacilli (AFB)-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 91.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 91.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

5. Newly-reported cases of TB with AFB-positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014-12/31/2014). A compliance percentage of not less than 47% is required.

If data indicates a compliance percentage for this Performance Measure of less than 47%, then DSHS may (at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS;

6. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less.

*Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.

For FY16 reporting, data will cover all cases from calendar year 2014 (1/1/2014 - 12/31/2014). A compliance percentage of not less than 87% is required.

If data indicates a compliance percentage for this Performance Measure of less than 87%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

7. Increase the proportion of culture-confirmed TB cases with a genotyping result reported.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 94.2% is required.

If data indicates a compliance percentage for this Performance Measure of less than 94.2%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

8. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 97.8% is required.

If data indicates a compliance percentage for this Performance Measure of less than 97.8%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

9. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 92% is required.

If data indicates a compliance percentage for this Performance Measure of less than 92%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

10. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TB infection and disease.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 82.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 82.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

11. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with TBI shall be started on timely and appropriate treatment.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 70% is required.

If data indicates a compliance percentage for this Performance Measure of less than 70%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

12. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with TBI and that were started on treatment shall complete treatment for TBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000; according to timelines given, therein.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 50% is required.

If data indicates a compliance percentage for this Performance Measure of less than 50%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

13. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate medical evaluation within 30 days of arrival. *Arrival* is defined as the first notice or report; whether that is by fax, phone call, visit to the health department or EDN notification.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 62% is required.

If data indicates a compliance percentage for this Performance Measure of less than 62%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

14. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate and complete evaluation within 90 days of arrival.

For FY16 reporting data will be drawn from calendar year 2015 (1/1/2015-12/31/2015). A compliance percentage of not less than 45% is required.

If data indicates a compliance percentage for this Performance Measure of less than 45%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

15. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TBI during evaluation in the US, increase the proportion who start treatment.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 64% is required.

If data indicates a compliance percentage for this Performance Measure of less than 64%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; and

16. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TBI during evaluation in the US and started on treatment, increase the proportion who complete TBI treatment.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 70% is required.

If data indicates a compliance percentage for this Performance Measure of less than 70%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

Contractor shall maintain documentation used to calculate performance measures as required by General Provisions Article VIII "Records Retention" and by Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding retention of medical records.

All reporting to DSHS shall be completed as described in Section I, "D. Reporting" and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the Annual Progress Report, due March 15, 2016, a written narrative explaining the barriers and the plan to address those barriers. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

AI-51087 **Community Service Agency** **13. A.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Hermelinda(Linda) Ramirez, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Approval of Proclamation declaring 09/11 National Day of Service and Remembrance Day

BACKGROUND

Fiscal Impact

Attachments

Proclamation
Back Up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/27/2015 01:12 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Hermelinda(Linda) Ramirez Started On: 08/27/2015 09:20 AM

Final Approval Date: 08/28/2015

9/11 National Day of Service and Remembrance Day

9/11/2015

WHEREAS, on September 11, 2001, nearly three thousand innocent men, women, and children lost their lives in a tragic act of terror; and

WHEREAS, amid danger and uncertainty, countless civilians and first responders risked their lives to search through the wreckage of the World Trade Center, the Pentagon, and a field in Stoneycreek Township, Pennsylvania; and

WHEREAS, the Edward M. Kennedy Serve America Act, approved by Congress and enacted into law on April 21, 2009, designated September 11 to be observed as an annual "National Day of Service and Remembrance;" and

WHEREAS, on this National Day of Service and Remembrance, Texans are encouraged to participate in service projects throughout the State; and

WHEREAS, Texans join people from across the country and around the world in remembering and honoring the victims and heroes of this day 14 years ago;

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby proclaim September 11, 2015, as 9/11 REMEMBRANCE DAY in our State of Texas, and I call this observance to the attention of all our citizens.

COUNTY OF HIDALGO

_____
Ramon Garcia, Hidalgo County Judge

_____
A. C. Cuellar
County Commissioner, Pct.1

_____
Eduardo "Eddie" Cantu
County Commissioner, Pct.2

_____
Joe M. Flores
County Commissioner, Pct. 3

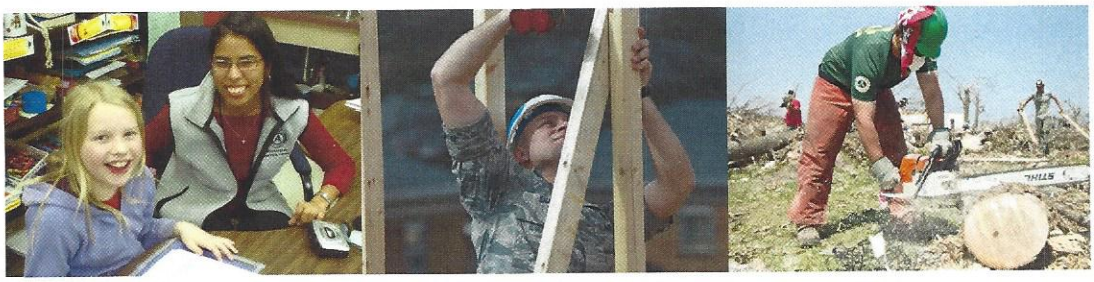
_____
Joseph Palacios
County Commissioner, Pct. 4

_____
Attest: Arturo Guajardo, Jr.
County Clerk

Corporation for NATIONAL & COMMUNITY SERVICE

Fact Sheet

September 11th National Day of Service and Remembrance



The September 11th National Day of Service and Remembrance is the culmination of an effort originally launched in 2002 by 9/11 family members and support groups, who worked to establish the charitable service day as a forward-looking way to honor the sacrifice of those who were lost and those who united in response to the tragedy.

In 2009, Congress designated September 11th as a National Day of Service and Remembrance and charged the Corporation for National and Community Service (CNCS) with supporting this effort across the country.

On the days leading up to and including September 11th, Americans of all ages and backgrounds will participate in activities to pay tribute to 9/11 victims and heroes and honor their memory by joining together in service projects to meet community needs.

What Is the 9/11 National Day of Service and Remembrance?

Starting in 2002, 9/11 family members and support groups wanted to provide a productive and respectful way to honor the memory of those who were lost while also rekindling the spirit of unity and compassion that swept our nation after 9/11. As a result of their efforts, the September 11th National Day of Service and Remembrance was established into law by the Edward M. Kennedy Serve America Act in 2009.

The September 11th National Day of Service and Remembrance, a federally recognized observance, is being supported collaboratively by the Corporation for National and Community Service and the nonprofit MyGoodDeed, which annually organizes the 9/11 "I Will" campaign on behalf of the 9/11 community.

Why Serve on the 9/11 Day of Service and Remembrance?

Following the September 11th terrorist attacks, Americans united in a remarkable spirit of patriotism, and compassion. Given the tragedy and heroism associated with 9/11, family members believe the best way to mark the anniversary is to remember the innocent lives lost and to join with others in service efforts that meet local needs and reclaim the spirit of unity that followed 9/11.

Since 2001, more than two million U.S. troops have been deployed to Iraq and Afghanistan. With the end of the Iraq war and the drawdown in Afghanistan, more than one million service members are projected to leave the military between 2011 and 2016. Engaging in service on and around 9/11 is an appropriate and respectful way to remember the lives of those lost, pay tribute to those who rose in service, and honor those who continue to serve our country today.

What Types of Service are Encouraged?

All types of service are encouraged, particularly those initiatives that connect participants to ongoing opportunities to serve throughout the year, that have a lasting impact, or that build the capacity of organizations to meet community needs. Service on 9/11 can meet a range of

1201 New York Ave., NW
Washington, DC 20525
202-606-5000
www.serve.gov/sept11.asp

community needs including disaster services, economic opportunity, education, environmental stewardship, health, and supporting veterans and military families. Successful projects typically provide participants the opportunity to both serve and reflect on the events of 2001.

For 2012, CNCS encourages projects that support veterans and military families or organizations to carry out projects which provide support to active duty service members, their families, and the veteran community as well as projects that help communities become better prepared for disaster and emergency situations or address educational needs.

Who Can Participate?

People of all ages, backgrounds, and abilities are encouraged to serve, and to make the day the beginning of an ongoing commitment to a cause that is meaningful to them and addresses a need in their communities.

How Can I Continue to Serve After the 9/11 Day of Service and Remembrance?

Continue your service by connecting your 9/11 Day activities to service work being done in your community year round. Take the opportunity to find out more about the needs of your community and the organizations and individuals who are working to address them, and then find a way to plug in.

As part of the United We Serve Initiative, President Obama has called upon all Americans to make service a part of their daily lives. Where and how you serve is up to you. The important thing is to get involved. Visit http://www.serve.gov/sept11.asp to find a volunteer opportunity in your area, or for ideas on planning your own project.

September 11th Day of Service Partners

CNCS joins with My Good Deed and other 9/11 family organizations, and works in collaboration with numerous national nonprofit organizations, faith-based and community groups, state service commissions, and other government agencies, to lead the National Day of Service and Remembrance.

As part of its leadership role, CNCS awards grants to organizations to support service activities on and around 9/11. In 2012, CNCS awarded grants to 21 organizations to develop and coordinate service and remembrance activities. For a list of grantees and partners, visit http://www.serve.gov/sept11.asp.

Resources

A variety of free September 11th National Day of Service and Remembrance resources for individuals and organizations are available at http://www.serve.gov/sept11.asp.

These include:

- Tool to register your 9/11 Day project
- Tool to find a 9/11 Day project
- Toolkits that provide step-by-step instructions for planning a project
- Logos and other digital media materials

To register your 9/11 Day project, go to http://www.serve.gov/sept11.asp and click "register your project."

To sign up for updates on the September 11th National Day of Service Remembrance or other topics, go to NationalService.gov and look for the email updates sign-up box.

About CNCS

The Corporation for National and Community Service is a federal agency that engages more than five million Americans in service through Senior Corps, AmeriCorps, and other programs. It also leads President Obama's national call to service initiative, United We Serve. For more information, visit NationalService.gov.

Corporation for NATIONAL & COMMUNITY SERVICE

1201 New York Ave., NW ★ Washington, DC 20525 ★ 202-606-5000
www.serve.gov/sept11.asp

AI-51093 **Community Service Agency** **13. B.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Hermelinda(Linda) Ramirez, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Resolution in acknowledgment of assistance provided by Texas Department of Housing and Community Affairs to the residents of Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

Res

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/27/2015 01:12 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Hermelinda(Linda) Ramirez Started On: 08/27/2015 11:57 AM

Final Approval Date: 08/28/2015

RESOLUTION IN APPRECIATION OF THE
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

WHEREAS, the Texas Department of Housing and Community Affairs provided staff to assist in the transition of Hidalgo County's Community Service Agency, after the agency experienced a quick turnover in leadership during the month of March 2015; and

WHEREAS, members from the Community Affairs Division reached out to the Community Service Agency and began the process of evaluating all aspects of the department's operations with the goal of providing the best service to residents in need; and

WHEREAS, the Community Affairs Division team provided invaluable assistance to newly appointed executive director Jaime Longoria and his staff, which resulted in providing uninterrupted and markedly improved services to the residents of Hidalgo County; and

WHEREAS, Executive Director Tim Irvine and Community Affairs Division Deputy Executive Director Brooke Boston, dispatched Director of Community Affairs Michael De Young, Manager of Community Affairs Cathy Collingsworth, and Project Manager Laura Saintey to Hidalgo County and they spent countless hours over the last six months providing technical assistance to county personnel; and

WHEREAS, because of their efforts, Community Service Agency clients reaped the benefits or improved service, shorter wait times for benefits, and a client-friendly atmosphere. The advice and recommendations have resulted in the Community Service Agency serving more people in six months as were served in all of 2014. The Community Service Agency will reach full expenditure of funds by the end of the program year rather than send money designated for Hidalgo County residents back to the state, and the program has transitioned 11 people out of poverty this program year with more to come.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby gratefully acknowledges the fine work of the Texas Department of Housing and Community Affairs and the leadership of its Governing Board for creating an atmosphere of collaboration and assistance that allowed staff to assist in turning around the Community Service Agency in four months.

Dated this 1st day of September 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-51049 **Community Service Agency** **13. C.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Hermelinda(Linda) Ramirez, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

1. Consideration, Discussion and Possible Action regarding salary adjustment for employee #990690, slot #038 from $9.27 per hour to $10.10 per hour to be in compliance with Hidalgo County minimum wage rate.

2. Approval of revised 2015 salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding available per CSA grant funds

Attachments

PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/26/2015 02:39 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Hermelinda(Linda) Ramirez Started On: 08/24/2015 10:07 AM

Final Approval Date: 08/28/2015

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Community Service Agency **DATE:** 08/21/2015

CURRENT POSITION TITLE: Switchboard **CURRENT SLOT. #:** 38

REQUESTED POSITION TITLE: Switchboard
(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: $ 19,281.60 (Current Budgeted Salary) $ 21,008.00 (Proposed Budgeted Salary) $ 1,726.40 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ 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)

Need to be in compliance with Hidalgo County minimum wage.

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)

N/A

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

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

Need to be in compliance with Hidalgo County minimum wage.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	08/21/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-51060 **Community Service Agency** **13. D.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Hermelinda(Linda) Ramirez, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

1. Declare as surplus open air single axle trailer inventory# CHCSA 187

2. Authorization to transfer open air single axle trailer inventory# CHCSA 187 to Hidalgo County Emergency Management Department

BACKGROUND

Fiscal Impact

Attachments

Inventory Form
form
VALUE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/26/2015 02:41 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Hermelinda(Linda) Ramirez Started On: 08/25/2015 11:20 AM

Final Approval Date: 08/28/2015

Hidalgo County
Community Service Agency
Exhibit A

	Description	CSA Tag#	Serial#
1	Single Axle Open Air Trailer	CHCSA 187	N/A

Hidalgo County
Community Service Agency
Exhibit A

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Hidalgo County Emergency Management	110-017
TRANSFER FROM:	Community Service Agency	

TF# _____

CONTACT INFORMATION:

NAME (PRINT Jaime Longoria **FAX NO.:** **E-MAIL:**

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION	PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC
1	Single Axle Open Air Trailer	CHCSA 187	N/A	F						
2										
3										
4										
5										
6										
7										
8										
9										
10										

FIXED ASSET DIVISION USE ONLY

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: _____

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	*MARTHA L. SALAZAR*		
Contact Person transferring item(s) out	**Jaime Longoria**		
Person receiving Item(s)	*Ricardo Saldana*		
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE **INITIAL**

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

Zimbra **gabriel.navarro@co.hidalgo.tx.us**

Re:

From : Rolando Garcia <rolando.garcia@co.hidalgo.tx.us> Mon, Aug 31, 2015 04:24 PM

Subject : Re:

To : Gabriel Navarro <gabriel.navarro@co.hidalgo.tx.us>

Cc : Jaime Longoria <jaime.longoria@co.hidalgo.tx.us>

Gabe,

The approximate value of this trailer would be between $500-600 dollars since it is homebuilt.

Regards,

Rolando Garcia Jr.
Administrative Operations Manager
Hidalgo County Community Service Agency
2524 N Closner Blvd.
Edinburg, Texas
956-383-6250 or 6240

AI-51092 **Community Service Agency** **13. E.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Hermelinda(Linda) Ramirez, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Six month status report regarding Hidalgo County Community Service Agency

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/27/2015 01:12 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Hermelinda(Linda) Ramirez Started On: 08/27/2015 11:54 AM

Final Approval Date: 08/28/2015

AI-51114 **Community Service Agency** **13. F.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Hermelinda(Linda) Ramirez, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

1. Declare surplus 1994 Ford Truck 3/4 ton inventory item#CHCSA 201

2. Authorization to transfer 1994 Ford Truck 3/4 ton inventory item #CHCSA 201 to Hidalgo County Fixed Assets Division for proper disposition.

BACKGROUND

Fiscal Impact

Attachments

Inventory
form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 11:43 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Hermelinda(Linda) Ramirez Started On: 08/27/2015 04:58 PM

Final Approval Date: 08/28/2015

Hidalgo County
Community Service Agency
Exhibit B

	Description	CSA Tag#	VIN#	Condition
1	1994 Ford Truck 3/4 TON	CHCSA 201	1FTHF25Z3RLB54380	Damaged

Hidalgo County
Community Service Agency
Exhibit B

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus	1601
TRANSFER FROM:	CSA	

CONTACT INFORMATION:

NAME (PRINT Rolando Garcia **PHONE:** **FAX NO.:** **E-MAIL:**

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

ORIGINAL SIGNED DOCUMI
(NO FAXES OR E-MAILED DOCU

FIXED A

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION	PALLET INFO.	ALIO LOC #
1	1994 Ford Truck	CHCSA 201		B		
2						
3						
4						
5						
6						
7						
8						
9						
10						

FR

JUSTIFICATION FOR TRANSFER: **DEPT.**

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

AMOUNT $

PLEASE USE BLUE INK TO SIGN

The transfer is hereby approved by the Purchasing Agent	***MARTHA L. SALAZAR***		
	PRINT NAME	**SIGNATURE**	**DATE**
Contact Person transferring item(s) out			
	PRINT NAME	**SIGNATURE**	**DATE**
Person receiving Item(s)			
	PRINT NAME	**SIGNATURE**	**DATE**
Reviewed & Processed by FA Division			
	PRINT NAME	**SIGNATURE**	**DATE**

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

TF# _____

_____

ENT TO BE ACCEPTED ONLY
IMENTS WILL BE ACCEPTED)

SSET DIVISION USE ONLY

FUND NO.	COST	P/U	LOC

OM **TO**

_____ _____

$

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

_____ _____

DATE **INITIAL**

EFFECTIVE DATE 03/01/13

AI-50930 **IT Department** **14. A.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

DISTRICT ATTORNEY'S OFFICE

Authorization and approval to purchase new wireless device with service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Description:	Employee Name / ID:	Service Plan:
Cell Phone	Victor Garza / 191973	More Everything Unl. Talk & Text 8GB @ $32.73 + More Everything Line Charge @ $40.00 + Taxes/Fees @ $5.00 = $77.73/month
Cell Phone	Josephine Ramirez / 180114	More Everything Unl. Talk & Text 8GB @ $32.73 + More Everything Line Charge @ $40.00 + Taxes/Fees @ $5.00 = $77.73/month

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-00-080-013-0-532

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

BUDGETARY IMPACT:

Account available balance as of 8-19-15 $777.25
Requisition# 281901

Attachments

Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/14/2015 01:09 PM
Manuel Chapa	Manuel Chapa	08/20/2015 02:34 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Griselda Salazar		Started On: 08/14/2015 11:16 AM

Final Approval Date: 08/28/2015

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779

WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

E-RATE ELIGIBLE EDUCATION CUSTOMERS MAY NOT PURCHASE SERVICE UNDER MORE EVERYTHING PRICING

WIRELESS PROPOSAL FOR: Hidalgo County

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID	15724120910
DATE	7/24/2015
TERM	Annual (12 Months)
PAGE	1 of 2

RATE PLAN AND FEATURES

MORE EVERYTHING RATE PLANS - ACCOUNT SHARE	# Sub Account Levels	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
MORE EVERYTHING UNL TALK & TEXT 8GB $85 0214 (UP TO 10 LINES - ONLY ONE PLAN PER ACCOUNT LEVEL)	1	$65.45	Unlimited	Unlim Txt & Pix/Flix	8 GB Share	$15/GB	$65.45	$785.40
		$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						$65.45	$785.40

MORE EVERYTHING RATE PLANS - LINE ACCESS	Line Count	Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Monthly Cost	Term Cost
MORE EVERYTHING LINE CHARGE - SMART PHONE $40 (No Discounts Apply)	2	$40.00	Account Share	Account Share	Account Share	$80.00	$960.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	2					$80.00	$960.00

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)] **$1,745.40**

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

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: Victor Garza Employee ID# 191973 Signature: [signature]

Department: District Attorney's Dept#: 080

Quantity: 1

Service: $ 77.73 /mo (x) 5 months = 388.65 Account: 5.1100.412.00.080.013.0 -532

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

Requisition Total: $ 777.25 **Requisition Number:** 281901

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] Ricardo Rodriguez, Jr. 8/5/15

Signature | Print Name | Date

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

_____ _____ _____

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: More Everything Unl. Talk & Text 866 + More Everything Unl. Int'l charge

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Josephine Ramirez Employee ID# 180114 Signature: [signature]

Department: District Attorney's Dept#: 080

Quantity: 1

Service: $ 77.73 /mo (x) 5 months = 388.65 Account: 5-1100-412-00-080-013-0 -532

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

Requisition Total: $777.25 **Requisition Number:** 281901

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] Ricardo Rodriguez, Jr. 8/5/15

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: More Everything Unl. Talk & Text 8GB + More Everything like Charge. [signature]

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

Requisition

Req # 00281901

PO #

Date: 08/05/15

Bill To: x
x

Vendor: 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: Hidalgo County District Attorney
100 North Closner 5th Floor
Edinburg Tx 78539

Contact: Obdett Calzada
956-318-2300

Contract No: DIR-SDD 1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD 1779 DO NOT DUPLICATE ORDER		
.00	MONTH	CO MORE EVERYTHING UNLIMITED TALK & TEXT/ 8GB SHARING DATA X 5/MONTHS= $327.25	65.45	327.25
.00	MONTH	CO MORE EVERYTHING LINE CHARGE- SMART PHONE X 5/MONTHS= $200.00	40.00	200.00
.00	MONTH	CO MORE EVERYTHING LINE CHARGE- SMART PHONE X 5/MONTHS= $200.00	40.00	200.00
.00	MONTH	TAXES AND FEES AT $5.00 X 2 = $10.00 X 5/MONTHS = $50.00	10.00	50.00
		Account No	Encumbrance	
			Freight	.00
			Total	777.25

Authorized By: _____

AI-51033 **IT Department** **14. B.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Executive Office:
Authorization and approval for new wireless device service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Departments:	Quantity:	Description:	User:	Service Plan:	Equipment Cost:
Purchasing, Planning, Env. Compliance, Safety Division, Elections, Extension Serv., Executive Office and Fire Marshal	30	Data Service	Office Use	Machine to Machine Account Share 1MB @ $5.00/month	$0
Purchasing, Planning, Env. Compliance, Safety Division, Elections, Extension Serv., Executive Office and Fire Marshal	10	Data Service	Office Use	Machine to Machine Account Share 5MB @ $7.00/month	$0

BACKGROUND

Departments/Units
Purchasing - 3
Planning - 11
Environmental Compliance - 2
Safety - 8
Elections - 4
Extension Service - 4
Executive Office - 1
Fire Marshal - 7

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-413-00-125-001-0-532

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

BUDGETARY IMPACT:

PO#730494

Attachments

quote
form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/24/2015 08:38 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Monica Badillo		Started On: 08/21/2015 01:55 PM
Final Approval Date: 08/28/2015		

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-SDD-1779 for Wireless Voice, Data Services and Equipment

Date:	August 4, 2015
Customer Name:	Hidalgo County
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

WIRELESS PROPOSAL FOR: Hidalgo County
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 1584142448
DATE 8/4/2015
TERM Annual (12 Months)

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
		$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 - 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
MACHINE TO MACHINE ACCOUNT SHARE 1MB $0.0009765/KB $5.00 0313	30	$5.00	1 MB	30 MB / Group 1	$1 / MB	$150.00	$1,800.00
MACHINE TO MACHINE ACCOUNT SHARE 5MB $0.0009765/KB $7.00 0313	10	$7.00	5 MB	50 MB / Group 1	$1 / MB	$70.00	$840.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	40					$220.00	$2,640.00

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)]: $2,640.00

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	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

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 AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	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)]:	$220.00	$2,640.00
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		**$2,640.00**

3Q15 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 1584142448

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 04/01/2015"

WIRELESS DEVICE REQUEST FORM W.2011.2

County Owned Wireless Device:	TYPE OF REQUEST Wireless Data Device:	Stipend:
▫Office Use *or* ▫Individual ▫Name Change ▫Equipment Change ▫Plan Change ▫Delete Service	Data Card Blackberry XOther: GPS	▫Cellular Telephone $50/mo ▫Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# N/A Signature:N/A

Department: Executive Office for Various Depts. Dept# 125
See exhibit A attached

Quantity:40

Service: $ 5.00/mo (x) 12 months = Account: 5-1100-413-00-125-001-0-532 (30)

Service: $ 7.00/mo (x) 12months = Account:5-1100-413-00-125-001-0-532 (10)

Requisition Total: $2640.00 **Requisition Number: 282864**

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 Valde Guerra (Print Name) 8/28/15 (Date)

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

Signature Valde Guerra (Print Name)

(4) IT DEPARTMENT ONLY:

Service Type Codes:

Commissioner's Court Action: **Commissioner's Court Date:** _____

▫**Approved Date:** _____ ▫**Disapproved**

SCANNED

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

EXHIBIT A

WIRELESS DEVICE REQUEST FORM W.2011.2

EXECUTIVE OFFICE DEPT. 125 FOR VARIOUS DEPARTMENTS AS LISTED:

Departments/Units

Purchasing - 3

Planning - 11

Environmental Compliance - 2

Safety - 8

Elections - 4

Extension Service - 4

Executive Office - 1

Fire Marshal - 7

SCANNED

AI-51127 **County Clerk** **15. A.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Sandra Solis, COUNTY CLERK **Submitted By:** Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Requesting approval of Official Bond Renewal for Elections Administrator, Yvonne Ramon.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-414-00-130-001-0-520

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

BUDGETARY IMPACT:

Funds available as of 8/28/15
Requisition# 281270

Attachments

Bond Renewal
Invoice
Government Code 31.040
Requisition

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 11:45 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Sandra Solis		Started On: 08/28/2015 11:11 AM
Final Approval Date: 08/28/2015		

OLD REPUBLIC SURETY GROUP

8111 LBJ FREEWAY, SUITE 530
DALLAS, TX 75251
800-527-9834

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
LPO1135688	ELECTIONS ADMINIST.	20,000	8/26/2015	8/26/2016

PRINCIPAL

YVONNE RAMON
8700 NORTH WARE ROAD
MCALLEN, TX 78504

FILED
AT 9:30 O'CLOCK A M
AUG 24 2015
ARTURO GUAJARDO, JR., COUNTY CL
HIDALGO COUNTY, TEXAS
BY _____ DE

OBLIGEE

COUNTY JUDGE
HIDALGO COUNTY
P O BOX 1356
EDINBURG, TX 78540

ORIGINAL FOR BOND RENEWAL

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS TWENTY FIRST DAY OF AUGUST, 2015

89-5907
JESSE TREVINO INS. AGENCY, INC
914 N. MAIN STREET, SUITE 4-A
P O BOX 429
MCALLEN, TX 78505-0429

956-687-7271

OLD REPUBLIC SURETY COMPANY
SURETY

By _____

ORSC 22054B (7-2015)

FILED
AT 9:30 O'CLOCK A M
AUG 24 2015
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Phyllis M. Johnson of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)***, as follows: Effective Date: 8/26/2015 12:00:00 AM

Bond Number: LPO1135688 Bond Amount: Twenty Thousand Dollars $ 20,000.00

Principal Name: YVONNE RAMON

Obligee Name: COUNTY JUDGE of EDINBURG, TX

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of May, 2015.

OLD REPUBLIC SURETY COMPANY

Phyllis M. Johnson
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of May, 2015, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2018

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0895907

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 23rd day of May, 2015.

Phyllis M. Johnson
Assistant Secretary

ORSC 22262 (3-06)

JESSE TREVINO INS. AGENCY, INC

FILED
AT 9:30 O'CLOCK A M
AUG 24 2015
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

www.orsurety.com

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

RENEWAL – Principal's Copy
Execution Report

PRINCIPAL
YVONNE RAMON
8700 NORTH WARE ROAD

MCALLEN, TX 78504

OBLIGEE
COUNTY JUDGE
HIDALGO COUNTY
P O BOX 1356
EDINBURG, TX 78540

BOND NUMBER: LPO1135688 BOND AMOUNT: 20,000.00

BOND DESCRIPTION:

Director

EFFECTIVE DATE: 08/26/2015 EXPIRATION DATE: 08/26/2016

PREMIUM DUE:	70.00
FEES:	0.00
PAYMENT DUE SURETY:	70.00

FULL PREMIUM AND APPLICABLE FEES ARE DUE ON DIRECT BILL BONDS.

BILLING TYPE: D *(D-DIRECT BILL, B-AGENCY BILL)*

AGENCY 0895907
JESSE TREVINO INS. AGENCY, INC
914 N. MAIN STREET, SUITE 4-A
P O BOX 429
MCALLEN, TX 78505-0429

REMARKS

None

THANK YOU FOR YOUR BUSINESS.

Jesse Trevino Insurance Agency Inc.

Protecting Your Business.....IS OUR BUSINESS!

INVOICE

5835 Callaghan Rd. Suite 320
San Antonio, Texas 78228
Phone 210-521-8803 Fax 210-521-8854

INVOICE #2015-0723
DATE: JULY 23, 2015

TO:
Hidalgo County
County Judge 1
PO Box 1356
Edinburg, Texas 78540

FILED
AT 9:30 O'CLOCK A M
AUG 24 2015
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

COMMENTS:
Bond: Yvonne Ramon LPO 1135688
Effective 08/26/2015 thru 08/26/2016

Policy Period	DESCRIPTION	Annual Premium	TOTAL
08/26/2015-2016	Bond Renewal LPO 1135688 Director's Bond Amount $20,000	$70.00	$70.00
		SUBTOTAL	$70.00
		SALES TAX	incl
		SHIPPING & HANDLING	incl
		TOTAL DUE	$70.00

Make all checks payable to:

Jesse Trevino Insurance Agency, Inc. 5835 Callaghan Rd. #320, San Antonio, TX. 78228

Payment is due upon receipt

If you have any questions concerning this invoice, contact Pito Flores 210-521-8803
Thank you for your business!

Sec. 31.040. BOND. (a) Before assuming the duties of a county elections administrator, the person appointed to the position must give a bond that is in an amount set by the commissioners court, not to exceed $20,000, payable to the county judge, approved by the commissioners court, and conditioned on the faithful performance of the duties of the position.

(b) The commissioners court or the administrator may require any or all of the administrator's deputies, other than unpaid volunteer deputy registrars, to give a bond similar to that required of the administrator in an amount not exceeding the amount of the administrator's bond.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.

Requisition

Req # 00281270

PO #

Date: 07/24/15

Bill To: x
x

Vendor : 18465
JESSE TREVINO INSURANCE AGENCY, INC.
5835 CALLAGHAN RD., #320
SAN ANTONIO TX 78228
FAX (956)687-3634

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: **Mel Esparza**
956-318-2570

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Yvonne Ramon's Bond Renewal		
		DO NOT DUPLICATE ORDER		
1.00	YEAR	Elections Administrator Yvonne Ramon's Bond Renewal Policy Number LPO 1135688 (8/26/2015-8/26/2016)	70.00	70.00
		Account No	Encumbrance	
		5-1100-414-00-130-001-0-520	70.00	
			Freight	.00
			Total	70.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-51018 **Texas Agri-Life Extension Serv.** **16. A.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Requesting approval to appoint new County Extension Agent-4-H, Kimberly Guillen. Agent will commence employment as follows:

Name of Candidate	Agency/Employer	Date of Employment
Kimberly Guillen	Texas A&M AgriLife Extension Service (1st Step - a one month training program)	September 15, 2015
	Hidalgo County Extension Service Office (Hidalgo County Payroll - Supplemental)	October 15, 2015

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-461-00-380-001-0-117

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

BUDGETARY IMPACT:

The County Extension Agent-4-H position (Slot #A010) is funded through the State and supplemented (supplemental pay Object Code #117) through Hidalgo County. This position is an existing position/vacancy in the Texas A&M AgriLife Extension Office.

See adopted salary schedule for funding.

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/21/2015 09:41 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Nora Linda Cruz		Started On: 08/20/2015 04:35 PM
Final Approval Date: 08/28/2015		

TEXAS A&M AGRILIFE RESEARCH
AND EXTENSION CENTER AT WESLACO

August 21, 2015

The Honorable Ramon Garcia
302 W. University Dr.
Edinburg, TX 78539
PH: 956-318-2600
FX: 956-318-2699

Dear Judge Garcia:

On behalf of Texas A&M AgriLife Extension Service, I would like to request your support of an agenda item for your next scheduled Commissioners Court Meeting on Tuesday, September 1, 2015. **The purpose of this item is to discuss and act on a recommendation to the court for a candidate to fill the County Extension Agent –4-H Youth Development position serving Hidalgo County effective October 15, 2015.**

This shall also serve to confirm the county's continuing support of $17,195.00 for the county portion of the agent's salary.

I appreciate your support of Extension and the programs and services it supports for the residents of Hidalgo County. If you have any questions, please do not hesitate to contact me.

Sincerely,

Ruben J. Saldaña, Ed.D.
District Extension Administrator

RJS:lg

cc: A.C. Cuellar, Jr., Hidalgo County Commissioner
Eduardo Cantu, Hidalgo County Commissioner
Joe M. Flores, Hidalgo County Commissioner
Joseph Palacios, Hidalgo County Commissioner

South District 12
Texas A&M AgriLife Extension Service
2401 E Business Hwy 83 | Weslaco, Texas 78596

Tel. 956.968.5581 | Fax. 956.969.5639 | southtexas.tamu.edu

Educational programs of the Texas A&M AgriLife Extension Service are open to all people without regard to race, color, sex, religion, national origin, age, disability, genetic information, or veteran status.
The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

AI-50870 **Head Start** **17. A.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term the Air Conditioning Maintenance & Repair Services Contract (under same terms and conditions) with Roberto Ontiveros, dba, JR Electric

BACKGROUND

Policy Council Approval: 08.19.15

Fiscal Impact

Attachments

Extend Contract for Air Con Maint

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/14/2015 08:31 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Linda Galaviz		Started On: 08/12/2015 03:05 PM
Final Approval Date: 08/28/2015		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 19, 2015

SUBJECT: Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term the Air Conditioning Maintenance & Repairs Service Contract (under same terms and conditions) with Roberto Ontiveros, dba, JR Electric

RATIONALE/NEED: The existing service contract needs to be extended in order to have a secure the facilities to continue serving Head Start children and families.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds are available.
Maintenance: Acct. #19-5156-20-10000-505

RELATED INFORMATION INCLUDED: Contract Extension / Original Contract (C-14-004-08-27)

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
1901 W. State Hwy 107 McAllen, TX 78504, PO Box 0117, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

One Year Contract Service Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a Contract of Service for one (1) additional year as stated in the existing contract dated September 1st, 2014 between Hidalgo County and Roberto Ontiveros, dba/JR Electric, for A/C service. (The "Original Contract of Service").

If Roberto Ontiveros, dba/JR Electric, agree to this one (1) year extension of the original Contract of Service under the same existing terms and conditions please have the authorized individual sign this Contract Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE A.2, of the original Contract.

The Head Start Program wishes to express its appreciation for your cooperation and support in this matter.

The beginning and ending date of extension shall be September 1st, 2015 through August 31st, 2016. The original Contract is extended for a period of one (1) year with all conditions.

ACCEPTED AND AGREED:

Roberto Ontiveros, dba /JR Electric

BY: _____

Title: _____

Date: _____

One Year Contract Service Extension (Cont.)

Hidalgo County Head Start Program

_____

Teresa Flores, Executive Director

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

_____

Ricardo Gonzalez

Approved As to Form:
Atlas, Hall, & Rodriguez, L.L.P

By: _____

Stephen L. Crain

Date Approved by Policy Council:
Date Approved by Commissioners' Court:

CONTRACT FOR SERVICES
C-14-004-08-27

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (the "Agreement") is made effective the 1st day of September 2014 by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "the Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Roberto Ontiveros/ dba, JR Electric** (hereinafter "Contractor")

WITNESSETH:

WHEREAS, Program requires certain services which Contractor is able to provide, a description of each Service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Contractor has agreed to provide the Services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be used for the provision of Services the Program; and

WHEREAS, Program desires the Services to be provided by the Contractor; and

WHEREAS, the Contractor will provide the Services on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Contractor and Program agree as follows:

1. Contractor represents that Contractor is licensed by the State of Texas, and qualified to perform and execute the services provided in this Contract. If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall immediately notify the Program of such suspension or revocation.

2. The term of this Contract shall commence on September 1st, 2014, and terminate August 31st, 2015, unless earlier terminated as provided herein. The term may be extended for an additional one (1) year by mutual agreement of the parties hereto on the same terms and conditions.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency or County of Hidalgo. In addition, the Contractor shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the Services provided hereunder at any time. The Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

4. As consideration for the above and foregoing, the Contractor shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said Services in the customary manner provided for

payments utilized by the Program. The Contractor shall be compensated for the Services based on the fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The Contractor must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Contractor represents and maintains that Contractor is an independent contractor and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Contractor agrees to be responsible for any and all taxes included but not limited to federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

6. The Program and the Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified letter to:

If TO PROGRAM: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

IF TO CONTRACTOR: Roberto Ontiveros
Dba, JR Electric
100 Miller Ave., Apt. A
Mission, TX 78572

7. Contractor agrees to provide general liability, premises liability and auto liability insurance covering his and his employee's activities in the service for the Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

8. This Contract may be terminated without cause on thirty (30) days written notice by Program to Contractor.

9. Except as otherwise herein provided, the Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

A. The Contractor's employees, if any, who perform Services for the Program under this Agreement, shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Contractor shall provide adequate evidence that such persons are the Contractor's employees.

B. The Contractor will indemnify and hold the Program and the County of Hidalgo, its employee's, officers, elected officials and agents harmless from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or actions caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, was Contractor's or that of any person providing services hereunder

through or for Contractor. Upon written notice from the County and the Program, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

C. 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.

D. 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.

E. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this Agreement for ninety (90) days from the date of termination of the Contract at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

F. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

G. Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the Services under this Agreement or in the selection of associates, employees, or independent contractors.

H. Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rules and regulations of

the Program, and all currently accepted and approved methods and practices of the practice or profession relating to the Services.

I. **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 both parties and not otherwise.

IN WITNESS WHEREOF, the parties have caused their signatures to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

CONTRACTOR:

BY: _____
Roberto Ontiveros

JR Electric & A/C
JR Electric

SAME
(Owner)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 8/25/14

BY: _____
Teresa Flores, Executive Director

ATTEST: _____
8-26-2014

BY: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

BY: _____
Stephen L. Crain

EXHIBIT A

HIDALGO COUNTY HEAD START PROGRAM
AIR CONDITIONING SERVICE

Description of Services

The following work is required on an as needed basis on the following (but not limited to) equipment; wall pack units, window units, Central Air/Heat Systems.

- Cleaning all components, removing dust, old lubricants or contaminants to allow Equipment to function as designed.
- Overhaul equipment and devices not in proper working order.
- Replace equipment, devices, system, compressors, or components not in proper working order.
- Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this "Emergency Repair" delivery service.

Parts requiring replacement shall be the newest design available provided they are compatible with en-use equipment and functionally equivalent.

Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Director or designated department head.

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, every day, including weekends and holidays.
(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. The additional number is

not to be used unless there has been no response to emergency calls within two (2) hours.

(d) Emergency service request may only be made by the Field Operations Director or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS: Field Operations Director, designated representative of Hidalgo County Head Start Program, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour's points of access, and other information necessary to insure optimum convenience to all concerned.

BILLING SPECIFICATIONS: Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. Center Location
2. Date
3. Description of Repair (s) being performed
4. Labors Price
5. Serial Number of unit which was worked on
6. Part – Price
7. Purchase Order
8. Confirmation Signature form Center Director

EXHIBIT B

HIDALGO COUNTY HEAD START PROGRAM
AIR CONDITIONING SERVICE

FEE SCHEDULE

$ 20.00 Dollars per hour

5% Part Mark Up.

AI-50871 **Head Start** **17. B.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval for Hidalgo County Head Start Program to Amend the Interlocal Agreement, for a Facility, with the McAllen Housing Authority (McAllen V Head Start Center)

BACKGROUND

Policy Council Approval: 08.19.15

Fiscal Impact

Attachments

Amend Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/14/2015 08:31 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Linda Galaviz		Started On: 08/12/2015 03:08 PM
Final Approval Date: 08/28/2015		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 19, 2015

SUBJECT: Discussion/Approval for Hidalgo County Head Start Program to Amend the Interlocal Agreement, for a Facility, with the McAllen Housing Authority (McAllen V Head Start Center)

RATIONALE/NEED: This is the first amendment to the Interlocal Agreement which is needed in order to add two additional classrooms at this location to provide early childhood educational services to the community.

RECOMMENDATION: Administration recommends approval.

COST: Head Start funds for this project are available.

RELATED INFORMATION INCLUDED: Amended Interlocal Agreement/ Original Interlocal Agreement

* * * *

STATE OF TEXAS §
COUNTY OF HIDALGO §

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

This Amendment to Interlocal Agreement by and between The McAllen Housing Authority and Hidalgo County acting by and through its Head Start Program is made effective as of the 1st day of September, 2015 between the parties, as flows:

WHEREAS, on November 11, 2011, Hidalgo County (the "Lessee") entered into an Interlocal Agreement (the "Lease Agreement") with McAllen Housing Authority (the "Lessor"), in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

WHEREAS, the parties desire to amend the Lease Agreement as hereinafter provided.

NOW THEREFORE, for an in consideration of the terms and provisions of this Amendment to Lease Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, McAllen Housing Authority as Lessor, and COUNTY OF HIDALGO, TEXAS, as Lessee effective as of the 1st day of January, 2016 (the "Effective Date") hereby agrees to the following amendment to the Lease:

1. The second sentence of Article 1.01 shall be deleted in its entirety and the following shall be substituted in lieu thereof:

   > The Leased Premises are deemed for the purpose of this Agreement to constitute 100% of such building in which the Leased Premises are located.

2. The first sentence of numbered paragraph 1.05 of the Lease Agreement shall be deleted in its entirety and the following shall be substituted in lieu thereof.

   > LESSEE agrees to pay LESSOR the maximum rent amount of Twelve Hundred One and no/100ths Dollars ($1,201.00) Per month payable on the first day of each calendar month During the term hereof commencing with the month of January 2016.

3. Article 4.01 shall be deleted in its entirety and the following shall be substituted in lieu thereof:

   > LESSEE shall pay all of the charges for the water, sewer, electricity; trash pickup services, telephone, and gas

furnished to the Lease Premises during the term of this lease.

4. Exhibit A shall be deleted in its entirety and Exhibit A attached hereto shall be substituted in lieu thereof.

5. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and McAllen Housing Authority and Hidalgo County acting by and through its Head Start Program ratify and confirm the terms and Provisions of the Lease as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

Authorized Official:

_____

Arnold Padilla, Executive Director Date

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia Date
Hidalgo County Judge

Teresa Flores, Executive Director Date
Hidalgo County Head Start Program

ATTEST:

_____

Arturo Guajardo, Jr., Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

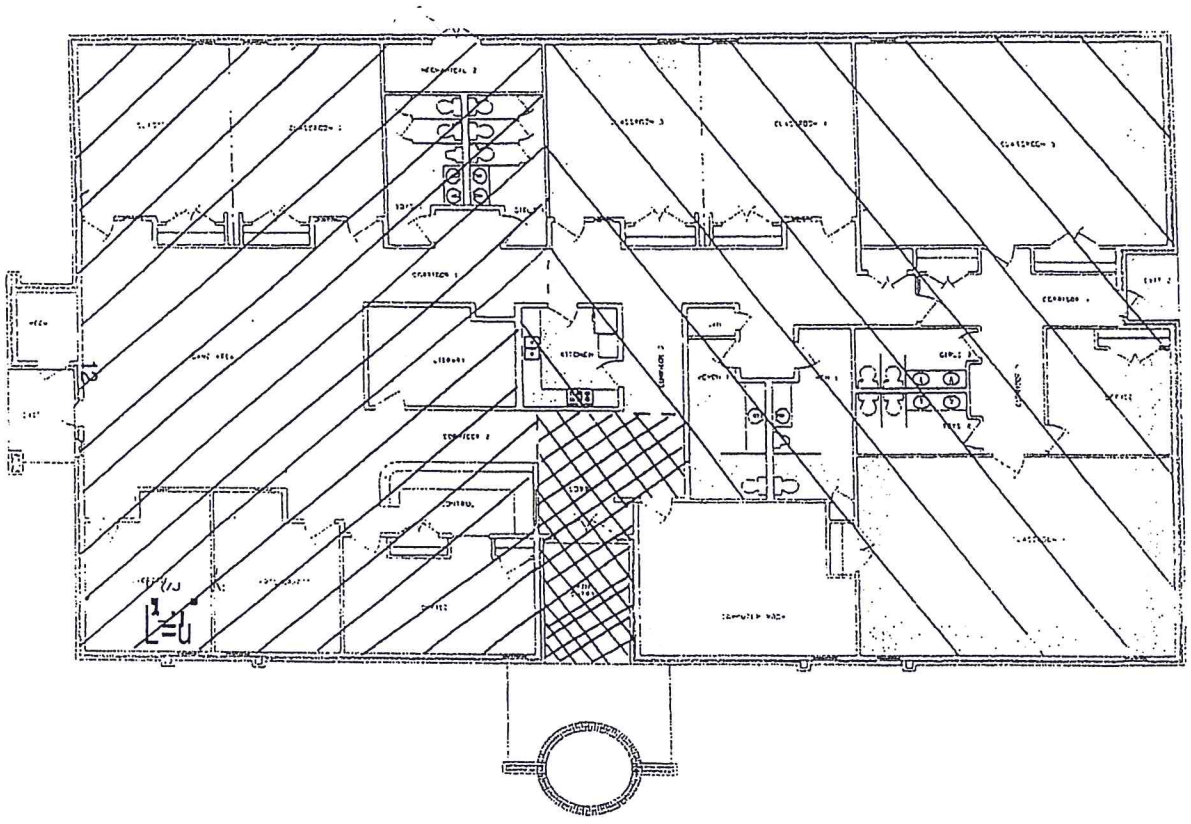
By: _____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

EXHIBIT "A"

EXHIBIT"A"

Building, attached hereto located at 1200 N. 25th Street situated on a tract out of a portion of Lots 22 & 23, C.E. Hammonds Subdivision, and Hidalgo County, Texas.



STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE MCALLEN HOUSING AUTHORITY AND HIDALGO COUNTY

This Lease is made and entered into by and between the **McAllen Housing Authority** herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at **1200 N. 25th Street, McAllen, Texas** more particularly described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" known by lessee as "McAllen V Head Start Center" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute 60% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for one year (1) year commencing on **January 01, 2012** ("commencement date") and ending on **December 31, 2012** ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.01 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of **January 2013**, for a term or other terms as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $12.00 in twelve (12) equal monthly payment of $1.00 per month payable on the 1st day of each month. Payment shall be mailed to the McAllen Housing Authority, 2301 Jasmine, McAllen, Texas 78501.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the

term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay 60% of the charges for the water, sewer, and electricity; and 100% on trash pickup services, telephone, and gas furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
McAllen Housing Authority Joe Saenz, Executive Director 2301 Jasmine McAllen, Texas 78501	Hidalgo County Head Start Program Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2011

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____
Joe Saenz, Executive Director
McAllen Housing Authority

APPROVED BY
COMMISSIONERS' COURT
ON: 11/22/11

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: 11-16-2011
Date Approved by County Commissioner: 11-22-2011

EXHIBIT "A"

Physical Address:

The McAllen Housing Authority building located at 1200 N. 25th Street, McAllen, a, Texas and designated as Head Start Classroom and Head Start Parents' Meetings.

Legal Description Being:

A portion of the building, attached hereto as highlighted in yellow located at 1200 N. 25th Street situated on a tract out of a portion of Lots 22 & 23, C.E. Hammonds Subdivision, and Hidalgo County, Texas.

AI-50872 **Head Start** **17. C.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Weslaco Independent School District

BACKGROUND

Policy Council Approval: 08.19.15

Fiscal Impact

Attachments

MOU w Weslaco ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/14/2015 08:31 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Linda Galaviz		Started On: 08/12/2015 03:10 PM
Final Approval Date: 08/28/2015		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: August 19, 2015

SUBJECT: Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Weslaco Independent School District

RATIONALE/NEED: The Memorandum of Understanding (MOU) is to collaborate with the Weslaco Independent School District to deliver services to Head Start children and families. This partnership provides for an expansion of the previous agreement and includes services of an early childhood state certified teacher to address school readiness.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum of Understanding (MOU)

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director for Program Operations

EXECUTIVE DIRECTOR'S APPROVAL:

Memorandum of Understanding Between
Weslaco Independent School District and the
Hidalgo County Head Start Program
2015-2016

Purpose:

This collaborative partnership establishes an agreement between **Hidalgo County Head Start Program (HCHSP) and the Weslaco Independent School District (WISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between WISD and HCHSP are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **WISD** is a public education institution of the state of Texas. **HCHSP** and **WISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and Weslaco ISD Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this agreement. Each designee shall ensure that their respective Board of Directors are informed of the various aspects and elements of this partnership agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire agreement between WISD and HCHSP and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:
Days of operation shall not be less than one-hundred seventy-seven (177) days, during the months of August through May. The daily operations will be from 7:45 am to 5:15 pm.

Center Sites:
The names and addresses of the HCHCP sites that will be serviced by WISD:

Hidalgo County Head Start Weslaco #1 Center
310 N. Kansas
Weslaco, Texas 78596

Hidalgo County Head Start Weslaco #3 Center
1317 W. Exp. 83
Weslaco, Texas 78596

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing August 10, 2015 and ending July 31, 2016. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of July 2016, for a term or other terms as may be subsequently agreed to upon by both parties.

Weslaco Responsibilities:

WISD will provide appropriate educational and supportive services to ensure children and families are school ready. WISD shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Heat Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description

Eligible children are 3 or 4 year olds as of September 1, 2015, will be dual-enrolled and served by WISD and HCHSP. Collaboratively, the HCHSP children will receive 3 hours of instruction in cognitive development by a certified WISD funded **School Readiness Integration (SRI) teacher** in the classrooms.

Partnership Responsibilities

A. WISD will:
   a. Assign a principal, instructional coach/s, and/or program specialist to supervise, monitor, support and evaluate the teacher.
   b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive development to participating HCHSP children.
   c. Coordinate efforts with HCHSP to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
   d. Permit HCHSP representatives to attend ARDs conducted by WISD involving HCHSP children.
   e. Supplement health services, educational services, parental training and other services as required by the children and their families.
   f. Assign special education teachers to provide services to children who are identified in need of special services through the WISD Special Education Program.
   g. Arrange for a substitute when the WISD SRI teacher is absent.
   h. Provide support staff to assist with various services to the children, parents, and teachers.
   i. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
   j. Meet monthly or on a regular basis with HCHSP designated personnel to facilitate the instructional process and other services.
   k. Provide an overview of the collaboration with the participating Administrators.
   l. Finance the WISD personnel and other resources.

B. The WISD SRI Teacher/Staff will:

a. Provide 3 hours of daily instruction in cognitive development to the HCHSP children utilizing the State Adopted Curriculum (4 yr. olds), Pre-K Guidelines (4 yr. olds), and Three-Year-Old Early Learning Guidelines (3 yr. olds).
b. Attend and/or assist in delivery of collaborative Professional Development for Weslaco and HCHSP as deemed appropriate.
c. Implement the Texas School Ready! Project as an early education approach to prepare children to be Kindergarten Ready and Beyond.
d. The WISD teacher will participate and support requirements of the Texas School Ready! Project.
e. Participate with the HCHSP staff in the recruitment process.
f. Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development.
g. Attend HCHSP collaboration meetings as deemed necessary during the school year.
h. Complete and fulfill the required documentation for WISD and HCHSP with the assistance of both Human Resource Departments
i. Collaborate with the HCHSP teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
j. Inform the Center Manager and HCHSP teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
k. Follow collaboration protocol with any issues/concerns which may arise.
l. Follow WISD requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
m. Comply with any other responsibilities assigned by the immediate supervisor.
n. Coordinate efforts with the HCHSP staff to register the children online.

C. HCHSP will:
a. Coordinate efforts with WISD to identify children with special needs and follow the WISD referral process for identification and services.
b. Identify personnel who will attend the ARDs conducted by WISD.
c. Assist with the distribution, completion, and submission of the required WISD student enrollment documents within the first week of a child's enrollment.
d. Coordinate with district staff to transition children to the Weslaco public schools at the end of each school year.
e. Provide assistance with daily attendance reporting.
f. Provide information concerning implementation of the integration of services as requested by designated district personnel.
g. Provide a designated space to store instructional materials.
h. Meet monthly or as needed with the designated WISD personnel.
i. Schedule a time for the HCHSP teacher and WISD teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of efforts.
j. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
k. Finance program operations based on the HCHSP grant.

D. Collaboratively WISD and HCHSP will:
a. Implement an early childhood program utilizing best early childhood practices.
b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
c. Schedule a weekly planning time for lesson planning and preparation.

d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
e. Develop a Collaboration Guide which details the partnership and its daily operation.
f. Review program operations to avoid duplication of efforts.
g. Meet on a regular basis to discuss the progress of the collaboration.
h. Perform children's assessment and evaluation, and collaborative program evaluation, to meet WISD and HCHSP requirements.
i. Analyze and share data for program planning and improvement.
j. Work together to meet attendance goal.
k. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
l. Provide family services, parent engagement activities and home visits.
m. Embrace and support the collaboration efforts of the Texas School Ready! Project.
n. Support all events which promote the partnership.
o. Organize, plan and develop a plan to sustain the partnership and promote a collaborative culture.

Transportation Services

Assigned WISD teachers will travel to HCHSP sites and provide instruction to students at such locations.

General Conditions

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the agreement, WISD and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with our without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of Weslaco and HCHSP, and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Indemnification:

To the extent allowed by law, Head Start will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless WISD and their respective elected officials, employees, representatives and agents (collectively "**Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**Claims**") by any person or entity, arising out of, caused by, or resulting from Head Start's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Head Start, anyone directly employed by Head Start or anyone for whose acts Head Start may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, WISD will and does hereby agree to indemnify, protect, defend with counsel approved by Head Start, and hold harmless Head Start and Hidalgo County, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**Claims**") by any person or entity, arising out of, caused by, or resulting from HCHSP's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Head Start employees, anyone directly employed by the HCHSP or anyone for whose acts the HCHSP may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **WISD** and **HCHSP** to provide the children the best services available.

Weslaco Independent School District

Dr. Ruben Alejandro, Superintendent of Schools
Weslaco ISD
319 S. 4th St.
Weslaco, Texas 78596
956-969-6500
956-969-0201 (fax)

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Date

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By: _____
Ricardo González

AI-50873 **Head Start** **17. D.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Area Distribution 2015-2016

BACKGROUND

Policy Council Approval: 08.19.15

Fiscal Impact

Attachments

Area Distribution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/13/2015 04:40 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Linda Galaviz		Started On: 08/12/2015 03:11 PM
Final Approval Date: 08/28/2015		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: August 19, 2015

SUBJECT: Discussion/Approval of the Hidalgo Head Start Program Area Distribution for 2015-2016

RATIONALE/NEED: The Hidalgo County Head Start Program Area Distribution reflects the total enrollment of three-thousand six-hundred ninety (3,690) children.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: 2015-2016 Area Distribution

****

INITIATED BY: Nora S. Munoz, Assistant Program Director for Programmatic Services

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

Area Distribution 2015 - 2016

Number of Centers: 41 Number of Classrooms: 195	Number of Children: 3690 Number of Center Managers: 37	Number of Facilitators: 8 Number of Support Service Assistants: 76

Area 1			Area 2		
Center	# of Classrooms	# of Children	Center	# of Classrooms	# of Children
LA JOYA	4	80	AUSTIN(A-1)	7	137
PALMVIEW II	8	157	MCALLEN IV	3	51
PALMVIEW III	6	114	MCALLEN VI	3	51
SULLIVAN	5	94	MISSION I	4	71
WESTERN ROAD	3	57	MISSION II	7	128
ALTON	5	100	MISSION III	3	51
			MISSION IV	3	57
			HIDALGO	3	51
TOTAL:	31	602	TOTAL:	33	597

Area 3			Area 4		
Center	# of Classrooms	# of Children	Center	# of Classrooms	# of Children
MCALLEN V	5	97	ALAMO	6	111
LAS MILPAS I	5	97	FARIAS	7	128
EDINBURG II	2	34	DONNA II	3	60
PHARR	5	94	DONNA IV	2	33
LONGORIA	5	97	SAN JUAN I	3	54
PALACIOS	9	168	SAN JUAN II	7	137
UTPA	2	34	SAN CARLOS	4	80
TOTAL:	33	621	TOTAL:	32	603

Area 5			Area 6		
Center	# of Classrooms	# of Children	Center	# of Classrooms	# of Children
DONNA I	7	136	EDCOUCH	10	194
LA HERENCIA	3	51	EDINBURG I	3	57
MERCEDES I	6	117	EDINBURG III	3	51
MERCEDES II	2	34	EDINBURG IV	10	194
PROGRESO	3	57	EDINBURG V	8	156
WESLACO I	4	80			
WESLACO III	5	100			
MONTE ALTO	2	40			
TOTAL:	32	615	TOTAL:	34	652

Policy Council Approval: 0/0/2015
Comm. Court Approval: 0/0/2015

Rev. 08/05/2015
10:24 a.m.

AI-51117 **Auditor's Office** **18. A.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

1. Approval of 2015 Certification of New Sources of Revenue

2. Presentation of 2016 Statement of Estimated Available Resources

BACKGROUND

Handouts will be provided during the Commissioners Court meeting.

Fiscal Impact

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 10:04 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Maria Medina		Started On: 08/28/2015 08:13 AM
Final Approval Date: 08/28/2015		

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

September 1, 2015

The Honorable Ramon Garcia, County Judge
The Honorable Arturo C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following revenues for the General, Special Revenue, Debt Service, and Enterprise Funds. These amounts are included in the projected ending fund balances at December 31, 2015. Please note that if these amounts are appropriated, projected fund balances will decrease accordingly.

GENERAL FUND

5-1100-322-70-121-000-0-000	Precinct 1 Sanitation Permit Fee	395,000.00
5-1100-322-70-122-000-0-000	Precinct 2 Sanitation Permit Fee	90,000.00
5-1100-322-70-123-000-0-000	Precinct 3 Sanitation Permit Fee	435,000.00
5-1100-322-70-124-000-0-000	Precinct 4 Sanitation Permit Fee	500,000.00
5-1100-331-12-080-001-0-000	TDPRS-Title IV-E County Legal Services Contract	90,000.00
5-1100-331-12-360-001-0-000	TDPRS-Title IV-E Child Welfare Services Contract	9,000.00
5-1100-341-10-140-053-0-000	Tax A/C - City of Alamo Commission & Costs	28,200.00
5-1100-351-10-140-001-0-000	Tax A/C – Special Inventory $100 Statement Fine	20,000.00
5-1100-360-00-000-005-0-000	Miscellaneous Revenue-Insurance Claims	35,180.59
5-1100-360-00-090-000-0-000	Miscellaneous Revenue-Jury Script O/S Checks	19,373.00
	Total General Fund	$1,621,753.59

SPECIAL REVENUE FUNDS		
5-1200-335-50-140-000-0-000	R&B Fund-Motor Vehicle License Apportionment	$360,000.00
5-1200-352-10-090-001-0-000	R&B Fund-Bond Forfeitures District Clerk	51,766.51
5-1200-352-10-180-001-0-000	R&B Fund-Bond Forfeitures County Clerk	32,857.78
5-1200-360-00-000-000-0-000	R&B Fund-Miscellaneous Revenue	1,000.00
5-1200-360-00-123-001-0-000	R&B Fund-Miscellaneous Rev-Road Dist #5	2,000.00
5-1220-335-00-292-000-0-000	LEOSE Fund-Constable Precinct 2	1,353.47
5-1220-335-00-293-000-0-000	LEOSE Fund-Constable Precinct 3	1,669.07
5-1224-352-30-080-000-0-000	Drug Abuse Prev-10% Crt Ordered Confiscations	7,213.81
	Total Special Revenue Funds	$457,860.64
DEBT SERVICE FUNDS		
5-1432-361-10-000-000-0-000	Cert of Obligation, 2002-Interest Earnings	$21.74
5-1434-361-10-000-000-0-000	Cert of Obligation, 2004-Interest Earnings	57.76
5-1435-361-10-000-000-0-000	Refunding Bonds, 2005-Interest Earnings	1,343.56
5-1436-361-10-000-000-0-000	Cert of Obligation, 2006-Interest Earnings	1,548.97
5-1441-331-11-000-000-0-000	Cert of Obligation, 2009B&C-BABs Interest Reim	72,277.02
5-1442-331-11-000-000-0-000	Cert of Obligation, 2010A&B-BABs Interest Reim	165,771.89
5-1442-361-10-000-000-0-000	Cert of Obligation, 2010A&B-Interest Earnings	1,024.90
	Total Debt Service Funds	$242,045.84
PROPRIETARY FUNDS		
5-2102-391-03-000-426-0-000	Jail Commissary-Transfer In	$418,840.17
	Total Proprietary Funds	$418,840.17

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/1/15
Date

AI-50986 **Planning Department** **19. A.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval with Variance Request
a. Cantu Acres Subdivision – Pct. 4 (Edmundo Cantu) (Alberta Road & Raul Longoria Road)

2. Preliminary Approval
a. Replat of Lot 3 Bernal Subdivision – Pct. 1 (Richard A. Garza) (Mile 12 North Road & F.M. 491)
b. Maravillas Estates Ph. 1 Subdivision – Pct. 1 (Elias Woloski) (Lott Road & Midway Road)
c. Juliway Estates Subdivision – Pct. 4 (Kyndel Bennett) (F.M. 493 & Anderson Road)

3. Final Approval
a. San Joaquin Ph. 2 Subdivision – Pct. 1 (Herb Schurlock) (Val Verde Road [F.M. 1423] & Minnesota Road)

4. Final Approval with Financial Guarantee
a. Quad Vegas Ranches Subdivision – Pct. 1 (Richard A. Garza) (Mile 15 ½ North Road & Mile 6 West Road)

5. Reimbursement of Financial Guarantee
a. Coronado Subdivision – Pct. 1
b. Sunflower Gardens Subdivision - Pct. 4
c. Sunflower Gardens Subdivision - Pct. 4

BACKGROUND

Fiscal Impact

Attachments

Cantu Acres Subdivision
Replat of Lot 3, Bernal Subdivision
Maravillas Estates Ph. 1 Subdivision
Juliway Estates Subdivision
San Joaquin Ph. 2 Subdivision
Quad Vegas Ranches
Coronado Subdivision
sunflower reimbursement
sunflower

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/19/2015 01:19 PM
Manuel Chapa	Manuel Chapa	08/20/2015 09:50 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Flor Castillo		Started On: 08/19/2015 11:42 AM
Final Approval Date: 08/28/2015		

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 09-01-2015

PROPOSED **Cantu Acres** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **Quintanilla, Headley & Associates** DEVELOPER: **Edmundo & Gilda Cantu**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **South of Alberta Road, approximately ½ mile East of Raul Longoria Road.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Edinburg** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **08-04-2015** PROPERTY LIES WITHIN FLOOD ZONE: **"AH"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be detained within depressed green areas of the property.**

ROAD R.O.W. DEDICATION: **No R.O.W. dedication is required for Alberta Road.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **7-14-2015** By, **Jose Ochoa**, Pct. 4 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **7-28-2015** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **2"** LOCATION: **South side of Alberta Road.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **7-24-2015** : By **Martin Ramirez** Environmental 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.

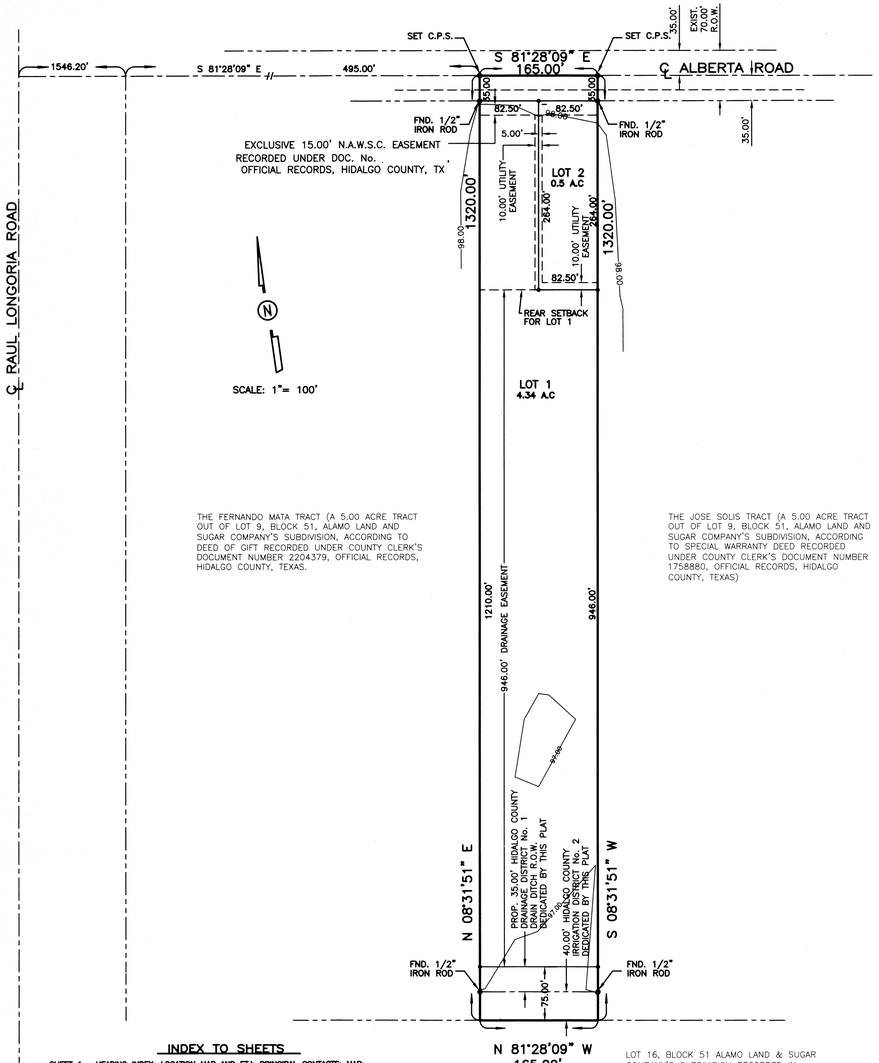
REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

VARIANCE REQUEST: **Hidalgo County Subdivision Rules Appendix 5 County Construction Specifications, Drainage Section 3.4.**

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Edinburg**.
☐ **Final Approval** *subject to recommendations 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.*



INDEX TO SHEETS

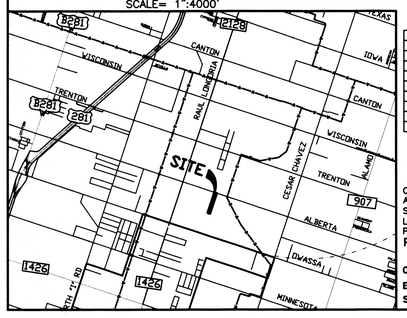
SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: CITY APPROVAL CERTIFICATE: MAYOR'S CERTIFICATE: ADMINISTRATOR'S CERTIFICATE: PLANNING & ZONING CERTIFICATE: N.A.W.S.C. CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION: IRRIGATION DISTRICT No. 2 CERTIFICATION: HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION: REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

LOCATION MAP

SCALE= 1":4000'



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "AH" AREAS OF 100–YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET; BASE FLOOD ELEVATION ARE SHOWN, BUT NO FLOOD HAZARD FACTORS ARE DETERMINED. BASE FLOOD ELEVATION: 100.00 FEET
COMMUNITY–PANEL NUMBER 480334 0425 C
MAP REVISED: NOV 16, 1982

2.– SETBACKS:

FRONT:.....40.00 FEET
REAR–LOT 1:.....946.00 FEET
REAR–LOT 2:.....15.00 FEET
SIDE:..... 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENTIAL:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERNAL LOTS 1 AND 2. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 100.50 FEET OR 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. B.M. ELEV=100.45, C.P.S. FOUND IN POWER POLE LOCATED 73.01 FEET EAST AND 21.10 FEET NORTH FROM THE NORTHWEST CORNER OF THE PROPOSED SUBDIVISION ON ALBERTA 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 3.092.56 CUBIC –FEET (0.07 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 .
LOT 1=2,472.56 CUBIC FEET
LOT 2=620.0 CUBIC FEET

7.– LEGEND • – DENOTES 1/2" IRON ROD SET 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 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.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTIFAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

12.– BY: EDMUNDO CANTU & GILDA CANTU, THE OWNER & SUBDIVIDER OF CANTU ACRES 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.

13.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

14.– NO CONSTRUCTION WILL BE ALLOWED ON THE REAR 946.00 FEET OF LOT 1. THIS AREAS WILL SERVE AS A DRAINAGE EASEMENT FOR THE LOT.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

CANTU ACRES SUBDIVISION IS LOCATED IN MIDDLE HIDALGO COUNTY AT 2041.20 FEET WEST OF THE INTERSECTION OF RAUL LONGORIA ROAD AND ALBERTA 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). CANTU ACRES SUBDIVISION LIES APPROXIMATELY 1.18 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. IT LIES IN PCT. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	BY: EDMUNDO CANTU & GILDA CANTU	RT 11 BOX 799	EDINBURG, TX 78539		
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

MINOR PLAT OF:

CANTU ACRES SUBDIVISION

A 5.00 ACRE TRACT OF LAND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1497829, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 5.00 ACRE TRACT OF LAND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1497829, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKDER SPINDLE SET ON THE NORTH LINE OF LOT 9 AND IN THE CENTERLINE OF ALBERTA ROAD FOR THE NORTHEAST CORNER OF THE FERNANDO MATA TRACT (A 5.00 ACRE TRACT OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO DEED OF GIFT RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2204379, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 81°28'09" E, 495.00 FEET FROM THE NORTHWEST CORNER OF LOT 9.

THENCE; S 81°28'09" E, ALONG THE NORTH LINE OF LOT 9 AND THE CENTERLINE OF ALBERTA ROAD, A DISTANCE OF 165.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF THE JOSE SOLIS TRACT (A 5.00 ACRE TRACT OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1758880, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE WEST LINE OF THE JOSE SOLIS TRACT, PASSING A 1/2" IRON ROD FOUND AT 35.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF ALBERTA ROAD, PASSING A 1/2" IRON ROD FOUND AT 1,280.00 FEET FOR THE NORTH LINE OF A DRAIN DITCH EASEMENT, A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 9 FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE SOUTH LINE OF LOT 9, A DISTANCE OF 165.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THE FERNANDO MATA TRACT AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF THE FERNANDO MATA TRACT, PASSING A 1/2" IRON ROD FOUND AT 40.00 FEET FOR THE NORTH LINE OF A DRAIN DITCH EASEMENT, PASSING A 1/2" IRON ROD FOUND AT 1,285.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SEMINOLE VALLEY No.2, RECORDED IN VOLUME 33, PAGE 115, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 3RD DAY OF JULY 20 15 .

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS · REGISTERED · ALFONSO QUINTANILLA · 4856 · LAND SURVEYOR

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 therof being the pipiene installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this

___ day of _____ 20___.

EDMUNDO CANTU
RT 11 BOX 799
EDINBURG, TEXAS 78539

DATE

GILDA CANTU
RT 11 BOX 799
EDINBURG, TEXAS 78539

DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CANTU ACRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20___.

ENVIRONMENTAL HEALTH DIVISION MANAGER

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

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE (I) EDMUNDO CANTU & GILDA CANTU , AS OWNER(S) OF THE 5.000 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CANTU ACRES, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

WE(I) CERTIFY THAT WE(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.
WE(I) ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

EDMUNDO CANTU
RT 11 BOX 799
EDINBURG, TEXAS 78539

DATE

GILDA CANTU
RT 11 BOX 799
EDINBURG, TEXAS 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared EDMUNDO CANTU & GILDA CANTU

proved to me through there 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 they 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 CANTU ACRES SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on . _____, ____ .

Hidalgo County Judge — Date

ATTEST:
Hidalgo County Clerk — Date

APPROVED BY DRAINAGE DISTRICT:

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 THE 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M.
GENERAL MANAGER

DATE

PLANNING & ZONING
COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as CANTU ACRES SUBDIVISION, conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20___."

CHAIRPERSON–PLANNING & ZONING COMMISSION

MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ATTEST:

MAYOR'S SIGNATURE — DATE — CITY SECRETARY — DATE

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE ____DAY OF _____ , 20___.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

PRESIDENT

ATTEST:_____
SECRETARY

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.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES HAVE BEEN CONSTRUCTED AT A TOTAL COST OF $ 00,000.00

SEWAGE FACILITIES: INSTALLATION OF SEPTIC SYSTEMS ARE ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $3,000.00 FOR THE SUBDIVISION. THE SUBDIVIDER WILL PAY A TOTAL OF $3,000.00 TO COVER THE COST OF INSTALLATION OF SEPTIC SYSTEMS.

DATED THIS THE 3RD DAY OF JULY 20 15

LICENSED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

STATE OF TEXAS · REGISTERED · ALFONSO QUINTANILLA · 95534 · PROFESSIONAL ENGINEER · LICENSED

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

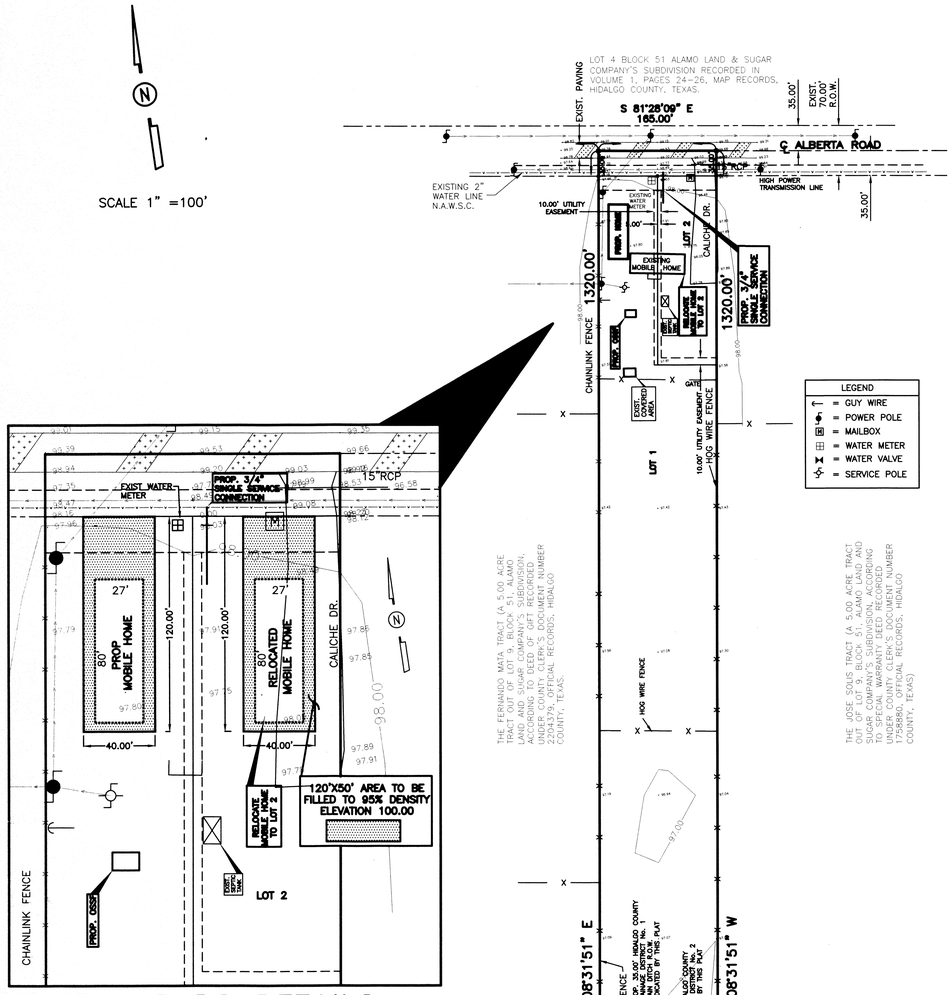
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00

LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 1 OF 2 SHEETS

FILENAME : F:\DATA\SUBDIVS\EDINBURG\CANTU ACRES SUBDIVISION			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
03–12–2015	J.LUIS CAVAZOS		
DATE REVISED		CHECKED BY	APPROVED BY

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA
MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE



FILL PADS DETAILS
SCALE 1" =40'

CANTU ACRES SUBDIVISION

A 5.00 ACRE TRACT OF LAND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1497829, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR CANTU ACRES SUBDIVISION

Cantu Acres Subdivision is a 5.00 acre tract out of Lot 9, Block 51, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 24-26, map records, Hidalgo County, Texas, and according to special warranty deed recorded under County Clerk's Document Number 1497829, official records, Hidalgo County, Texas. This subdivision is located on the south side of Alberta Road approximately 2,041.20 feet east of Raul Longoria Road. The proposed subdivision will consist of 2 residential lots.

The tract is Zone "AH" with a BFE of 100.00 as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0425 C, dated on November 16, 1982.

This soil is clay, and clay loam. This soil is well drained. Permeability is moderate. Plasticity index has a range of 18-35. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 4.95 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 11.53 cubic feet per second for an increase of Q= 6.58 cubic feet per second. Detention will be 3,092.56 cubic feet (0.07 acre feet). The proposed detention will be obtained in the green area at the front of the lots. An engineered detention plan showing detention of 2,472.56 cubic feet for Lot 1 and 620.00 cubic feet for Lot 2 will be submitted to the Hidalgo County Planning Department at the time of building permit. Runoff will flow into the road ditch on the south side of Alberta Road, and it will flow easterly to outfall into a Hidalgo County Drainage District No.1 Drainage Ditch.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR STORM IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE ZONE "AH" AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET; BASE FLOOD ELEVATION ARE SHOWN, BUT NO FLOOD HAZARD FACTORS ARE DETERMINED.) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C November 16, 1982 IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

P.E.

ALFONSO QUINTANILLA
P.E. 95534

8-4-15
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 CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- I (WE), EDMUNDO CANTU & GILDA CANTU SUBDIVIDERS OF **CANTU ACRES SUBDIVISION** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

EDMUNDO CANTU
RT 11 BOX 799
EDINBURG, TEXAS 78539

DATE

GILDA CANTU
RT 11 BOX 799
EDINBURG, TEXAS 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared
EDMUNDO CANTU & GILDA CANTU
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.

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

FINAL ENGINEERING REPORT FOR CANTU ACRES SUBDIVISION:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

CANTU 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. 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 2" DIAMETER WATERLINE RUNNING ALONG THE SOUTH SIDE OF ALBERTA ROAD.

FROM THE SAID 2" DIAMETER WATERLINE, ONE (1) 3/4" DIAMETER SINGLE SERVICES LINE RUNNING TO THE WATER METER BOXES FOR LOT 2. THERE IS AN EXISTING WATER METER CURRENTLY SERVING FOR LOT 1.

THE 3/4" SINGLE SERVICES AND THE METER BOXES WILL BE INSTALLED, AT A TOTAL COST OF $ THE SUBDIVIDER HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF $ WHICH COVERS THE $ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT AND 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 ENTIRE WATER FACILITIES HAS 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 CANTU ACRES SUBDIVISION, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD ( ) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS AND . (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A CLAY LOAM AND SANDY CLAY LOAM (WITH TEXURE CLASS I) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL. THE 10-YEAR STORM BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS WILL BE 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 . THERE IS AN EXISTING SEPTIC TANK ON LOT 2.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES-- THESE FACILITIES WILL BE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ OR $ PER LOT. THERE IS AN EXISTING WATER METER CURRENTLY SERVING FOR LOT 1.

SEWAGE FACILITIES-- THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT. THERE IS AN EXISTING SEPTIC TANK ON LOT 2.

STATE OF TEXAS ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

P.E.

ALFONSO QUINTANILLA
P.E. 95534

8-4-15
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION CANTU ACRES SUBDIVISION:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Costos.

CANTU ACRES SUBDIVISION 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 UNA LINEA EXISTENTE DE 2" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO SUR DE LA CALLE ALBERTA ROAD.

DE LA LINEA DE 2" DE DIAMETRO, SE DESPRENDEN UN (1) SERVICIO DE 3/4" DE DIAMETRO QUE CORREN HACIA EL LOTE HASTA UN MEDIDOR PARA LOTE 2. LOTE 1 TIENE UN MEDIDOR DE AGUA EXISTENTE.

LA LINEA DE SERVICIO DE 3/4" DE DIAMETRO, Y LA CAJA DE LOS MEDIDOR DE AGUA SERAN INSTALADAS A UN COSTO TOTAL DE US$ O US$ POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ O US$ POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGUN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN HA INSTALADO ( ) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Costos.

EL DRENAJE DE CANTU ACRES SUBDIVISION, 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 ENSUCHE 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 ( ) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES Y (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UN MARGA DE BARRO ARENOSO Y MARGA DE BARRO (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$, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS SERAN INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL . LOTE 2 TIENE UNA FOSA SEPTICA EXISTENTE.

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 (TODO INCLUSO) SERA CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ 0 US$ POR LOTE. LOTE 1 TIENE UN MEDIDOR DE AGUA EXISTENTE.

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$ POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ PARA TODA LA SUBDIVISION. LOTE 2 TIENE UNA FOSA SEPTICA EXISTENTE.

STATE OF TEXAS ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

P.E.

ALFONSO QUINTANILLA
P.E. 95534

8-4-15
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

B-1 ⊗ TEST BORINGS

⊠ EXIST. SEPTIC TANK (OSSF)

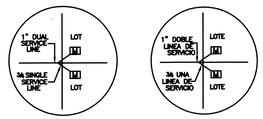
▭ SEPTIC TANK (OSSF)

COST ESTIMATE
WATER DISTRIBUTION: $
DRAINAGE IMPROVEMENTS: $
PAVING IMPROVEMENTS: $
SEPTIC TANK (OSSF): $

← FLOW DIRECTION OF WATER

Ⓜ WATER METER BOX
—8" WATER SUPPLY LINE
—SERVICE LINES

Ⓜ 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
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 2 OF 2 SHEETS	FILENAME : F:\DATA\SUBD\EDINBURG\CANTU ACRES SUBDIVISION\8PLAT			
	DATE PREPARED 5-19-2015	PREPARED BY LG	CHECKED BY	APPROVED BY
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 09-01-2015

PROPOSED **Replat of Lot 3, Bernal** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **Quintanilla, Headley & Associates** DEVELOPER: **Richard A. Garza**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **3** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **North of Mile 12 North Road, approximately ¼ mile East of FM 491.**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **4-29-2015** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be detained within depressed green areas of the property.**

DISTANCE TO A DRAIN DITCH: **Approximately ¾ mile north of development,.**

ROAD R.O.W. DEDICATION: **20.00 additional R.O.W. onto Mile 12 North Road.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **7-21-2015** By, **Roy Gonzalez**, Pct. 1 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **7-28-2015** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8" & 6"** LOCATION: **(8") South of Mile 12 North Road and (6") East of Bernal Drive.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **8-05-2015** : By **Martin Ramirez** Environmental 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.

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____

Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

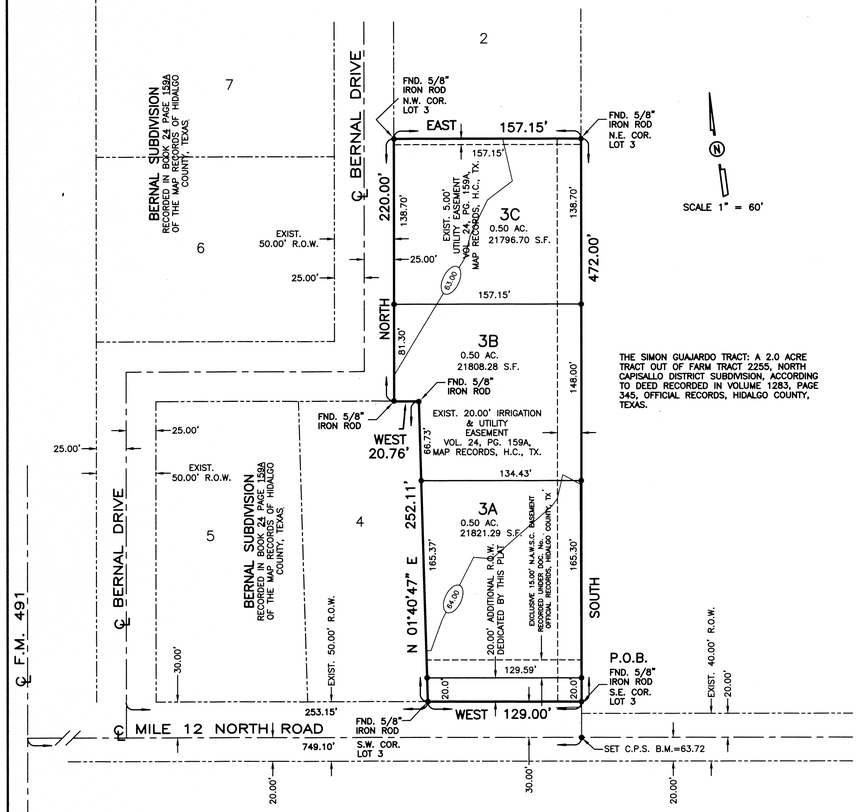
STAFF RECOMMENDS:

☒ **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.*



THE SIMON GUAJARDO TRACT: A 2.0 ACRE TRACT OUT OF FARM TRACT 2255, NORTH CAPISALLO DISTRICT SUBDIVISION, ACCORDING TO DEED RECORDED IN VOLUME 1283, PAGE 345, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X"
AREAS OF 500–YEAR FLOOD; AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100–YEAR FLOOD.
COMMUNITY–PANEL NUMBER 480334 0450 C
MAP REVISED: LOMR MAY 30, 2002

2.– SETBACKS:

FRONT ON LOT 3A	50.00 FEET
FRONT ON LOTS 3B AND 3C	25.00 FEET
REAR	15.00 FEET
SIDE	6.00 FEET

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– LEGEND ● – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856 IN CONCRETE, UNLESS OTHERWISE NOTED.

5.– 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 DESIGATED FLOOD ZONE AT THE TIME FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

7.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCH MARK=63.72 COTTON PICKER SPINDLE SET AT 30.00 FEET SOUTH FROM THE SOUTHEAST CORNER OF PROPOSED SUBDIVISION. N.A.V.D. 88 DATUM

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 2,715.99 CUBIC –FEET 0.06 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

9.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10.– EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES.
BY SIGNING THIS PLAT , DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

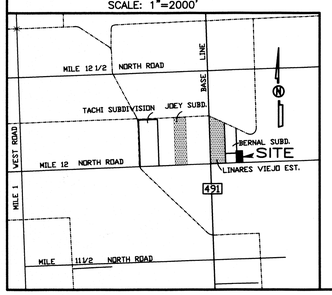
12.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.

13.– 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.

14.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

LOCATION MAP
SCALE: 1"=2000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

REPLAT OF LOT 3, BERNAL SUBDIVISION IS LOCATED IN THE EAST HIDALGO COUNTY ON THE NORTH SIDE OF MILE 12 NORTH ROAD AND 253.16 FEET EAST SIDE OF BERNAL DRIVE. APPROXIMATELY 620 FEET EAST OF ITS INTERSECTION OF F.M. 491 THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MERCEDES. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MERCEDES (POPULATION 15,570) REPLAT OF LOT 3, BERNAL SUBDIVISION LIES APPROXIMATELY 2.5 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND IN THE CITY'S FIVE–MILE ETJ UNDER LOCAL GOVERNMENT CODE § 212.001.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	RICHARD A. GARZA GARCO, Ltd.	3910 W. FREDDY GONZALEZ DR.	EDINBURG, TX 78539	(956)383–6295	(956)381–9221
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

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 therof 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___.

_____

_____

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. PHONE 956–381–6480
EDINBURG, TEXAS 78539 FAX 956–381–0527
ENGINEERING REGISTRATION NUMBER F–1513 OFFICE@QHAENGINEERING.COM
SURVEYING REGISTRATION NUMBER 100411–00

MINOR PLAT OF:

REPLAT OF LOT 3, BERNAL SUBDIVISION

A 1.56 ACRE TRACT OF LAND BEING ALL OF LOT 3, BERNAL SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 159A, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2589375, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 1.56 ACRE TRACT OF LAND BEING ALL OF LOT 3, BERNAL SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 159A, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2589375, 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 5/8" IRON ROD FOUND ON THE NORTH RIGHT OF WAY LINE OF MILE 12 NORTH ROAD FOR THE SOUTHEAST CORNER OF LOT 3 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE SOUTH LINE OF LOT 3 AND THE NORTH RIGHT OF WAY LINE OF MILE 12 NORTH ROAD, A DISTANCE OF 129.00 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 3 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 01°40'47" E, ALONG THE WEST LINE OF LOT 3, A DISTANCE OF 252.11 FEET TO A 5/8" IRON ROD FOUND FOR AN INTERIOR CORNER OF LOT 3 AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE WEST LINE OF LOT 3, A DISTANCE OF 20.76 FET TO A 5/8" IRON ROD FOUND ON THE EAST RIGHT OF WAY LINE OF BERNAL DRIVE FOR AN EXTERIOR CORNER OF LOT 3 AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE WEST LINE OF LOT 3 AND THE EAST RIGHT OF WAY LINE OF BERNAL DRIVE, A DISTANCE OF 220.00 FEET TO A 5/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 3 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE NORTH LINE OF LOT 3, A DISTANCE OF 157.15 FEET TO A 5/8" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 3 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE EAST LINE OF LOT 3, A DISTANCE OF 472.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.56 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH BERNAL SUBDMISION, RECORDED IN VOLUME 24, PAGE 159A, 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

MARCH 9, 2015
DATE

APPROVED BY DRAINAGE DISTRICT:

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 THE 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF REPLAT OF LOT 3, BERNAL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC, PARTNER OF GARCO, Ltd., AS OWNER OF THE 1.56 ACRES TRACT OF LAND ENCOMPRASSED WITHIN THE PROPOSED REPLAT OF LOT 3, BERNAL SUBDIVISION, 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 MINNIMUMN STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
GARCO, Ltd. DATE
BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC, PARTNER OF GARCO,, Ltd. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA · Notary Public, State of Texas · My Commission Expires July 23, 2016

_____
LILIA A. QUINTANILLA – NOTARY PUBLIC

PLANNING & ZONING
COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Mercedes, hereby certify that this subdivision plat known as REPLAT OF LOT 3, BERNAL SUBDIVISION conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20___."

_____
CHAIRPERSON–PLANNING & ZONING COMMISSION

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the REPLAT OF LOT 3, BERNAL SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

_____ _____
Hidalgo County Judge date
ATTEST:
_____ _____
Hidalgo County Clerk date

THIS PLAT APPROVED BY THE HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT # 9, DATED THIS_____ DAY OF _____ 20___

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID #9 RIGHTS–OF–WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.&C.C.I.D. #9.
NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

_____
GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF REPLAT OF LOT 3, BERNAL SUBDIVISION 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 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

_____ 8-5-15
ALFONSO QUINTANILLA P.E. DATE
P.E. No. 95534

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: ADMINISTRATOR'S CERTIFICATE, PLANNING & ZONING CERTIFICATE, N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, HIDALGO COUNTY IRRIGATION DISTRICT No. 9 CERTIFICATION, HIDALGO COUNTY JUDGE SIGNATURE; 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 DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

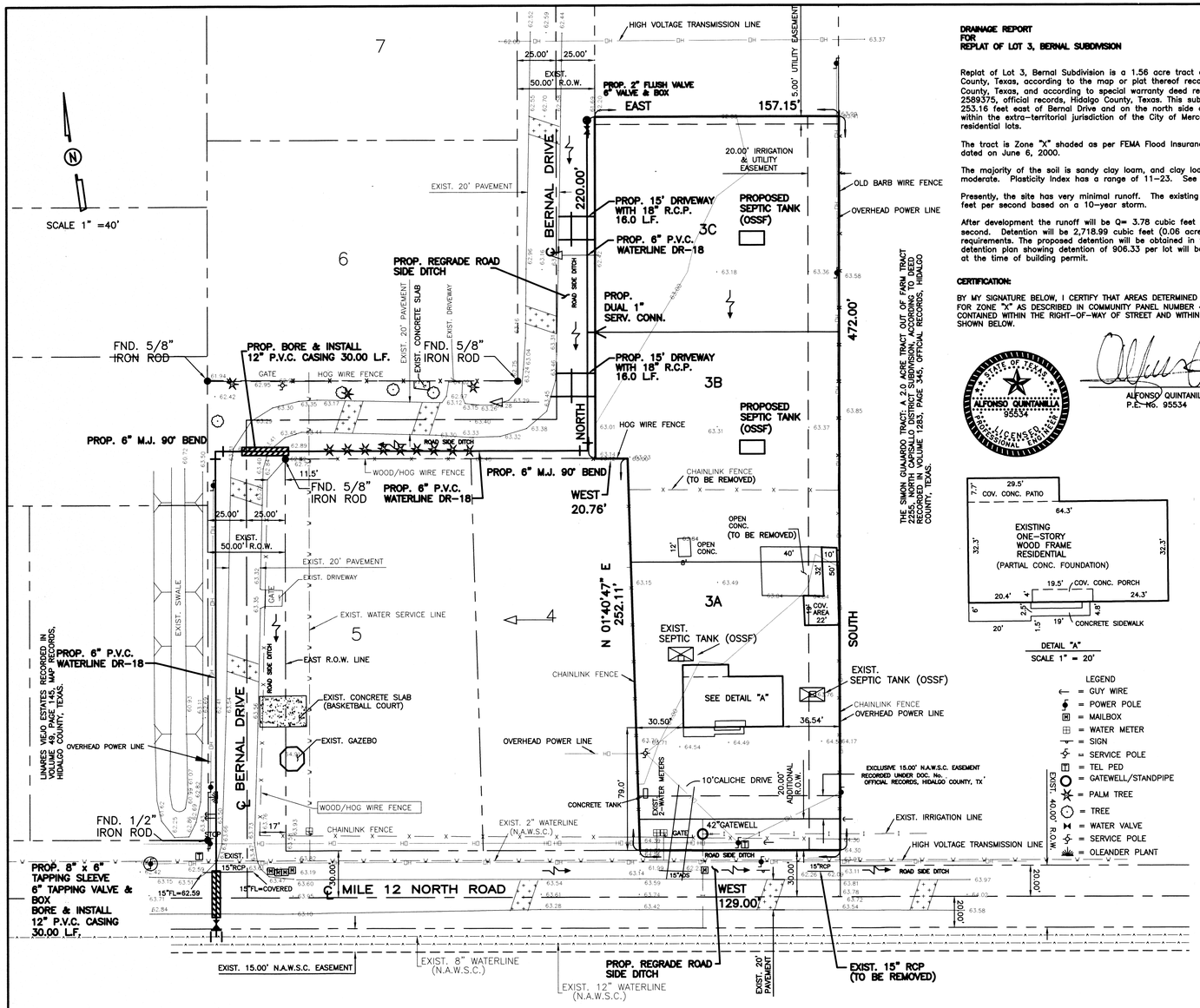
THE COUNTY OF HIDALGO · TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

SHEET NO. 1 OF 2 SHEETS	FILENAME : F:\DATA\SUB.\MERCEDES\REPLAT OF LOT 3, BERNAL SUBDIVISION			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MARCH 9, 2015	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY



DRAINAGE REPORT
FOR
REPLAT OF LOT 3, BERNAL SUBDIVISION

Replat of Lot 3, Bernal Subdivision is a 1.56 acre tract of land being all of Lot 3, Bernal Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 24, Page 159A, map records, Hidalgo County, Texas, and according to special warranty deed recorded under County Clerk's Document Number 2589375, official records, Hidalgo County, Texas. This subdivision is located east of F.M. 491 and approximately 253.16 feet east of Bernal Drive and on the north side of Mile 12 North Road. This subdivision is located within the extra-territorial jurisdiction of the City of Mercedes. The proposed subdivision will consist of 3 residential lots.

The tract is Zone "X" shaded as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0450 C, dated on June 6, 2000.

The majority of the soil is sandy clay loam, and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 11-23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 1.22 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 3.78 cubic feet per second for an increase of Q= 2.56 cubic feet per second. Detention will be 2,718.99 cubic feet (0.06 acre feet) in accordance with the County's drainage requirements. The proposed detention will be obtained in the green area at the front of the lots. An engineered detention plan showing detention of 906.33 per lot will be submitted to the Hidalgo County Planning Department at the time of building permit.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN FOR ZONE "X" AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0450 C (JUNE 6, 2000) IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

P.E.
ALFONSO QUINTANILLA
P.E. No. 95534

8-5-15
DATE

DETAIL "A"
SCALE 1" = 20'

LEGEND
← = GUY WIRE
= POWER POLE
= MAILBOX
= WATER METER
= SIGN
= SERVICE POLE
= TEL PED
= GATEWELL/STANDPIPE
= PALM TREE
= TREE
= WATER VALVE
= SERVICE POLE
= OLEANDER PLANT

REPLAT OF LOT 3, BERNAL SUBDIVISION

A 1.56 ACRE TRACT OF LAND BEING ALL OF LOT 3, BERNAL SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 159A, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2589375, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR REPLAT OF LOT 3, BERNAL SUBDIVISION :
BY: ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

REPLAT OF LOT 3, BERNAL 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. 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 SOUTH SIDE OF MILE 12 NORTH ROAD AND AN EXISTING 2" DIAMETER WATERLINE RUNNING ALONG THE NORTH SIDE OF MILE 12 NORTH ROAD.

FROM THE EXISTING 8" DIAMETER WATERLINE, AN 8" DIAMETER WATER LINE WILL RUN NORTH ALONG THE WEST SIDE OF BERNAL DRIVE. THE 8" DIAMETER WATER LINE WILL THEN TURN EAST AND RUN ALONG THE SOUTH SIDE OF BERNAL DRIVE, NEAR THE FRONT OF LOT 3B. THE 8" DIAMETER WATERLINE WILL TURN NORTH AND RUN ALONG THE EAST SIDE OF BERNAL DRIVE, ENDING WITH A 2" FLUSH VALVE NEAR THE NORTH WEST CORNER OF LOT 3C.

FROM THE SAID 8" DIAMETER WATERLINE, TWO (2) 3/4" DIAMETER SINGLE SERVICES LINE RUNNING TO THE WATER METER BOXES FOR LOT 3B AND 3C. THERE IS AN EXISTING WATER METER CURRENTLY SERVING FOR LOT 3A.

THE 3/4" SINGLE SERVICES AND THE METER BOXES HAVE BEEN INSTALLED, AT A TOTAL COST OF $ THE SUBDIVIDER HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF $ WHICH COVERS THE $ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT AND 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 ENTIRE WATER FACILITIES HAS 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 REPLAT OF LOT 3, BERNAL 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 SOIL EVALUATOR (LIC. # SE: os122558) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE UNITED STATES DEPARTMENT OF AGRICULTURE, SOIL SURVEY BOOK OF HIDALGO COUNTY, TEXAS INDICATED A FINE SANDY LOAM, SANDY CLAY, SANDY CLAY LOAM AND CLAY LOAM, AND ONE (1) TEST BORINGS WERE MADE ON THE SUBDIVISION--THE CENTER OF LOT 1. (ADDITIONAL TEST BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA). THE SOIL IS A UNIFORM 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 OSSF'S 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 . LOT 3A IS CURRENTLY BEING SERVED BY AN EXISTING OSSF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES HAVE BEEN FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, AND WILL COST A GRAND TOTAL OF $, OR $ PER LOT. THERE IS AN EXISTING WATER METER CURRENTLY SERVING LOT 3A.

SEWAGE FACILITIES– OSSF SYSTEM COST $ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ FOR THE ENTIRE SUBDIVISION. LOT 3A IS CURRENTLY BEING SERVED BY EXISTING OSSF.

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

P.E.
ALFONSO QUINTANILLA
P.E. No. 95534

8-5-15
DATE

REPORTE FINAL DE INGENIERIA PARA REPLAT OF LOT 3, BERNAL SUBDIVISION
POR: ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion, y Gastos.

REPLAT OF LOT 3, BERNAL SUBDIVISION ESTARA 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. LA COMPAÑIA DE AGUA N.A.W.S.C. CUENTA CON UNA LINEA EXISTENTE DE 8" DE DIAMETRO QUE CORRE POR EL LADO SUR DE LA CALLE MILE 12 NORTH ROAD Y UNA LINEA EXISTENTE DE 2" DE DIAMETRO QUE CORRE POR EL LADO NORTE DE LA CALLE MILE 12 NORTH ROAD.

DE LA LINEA EXISTENTE DE 8" DE DIAMETRO, UNA LINEA DE AGUA DE 8" DE DIAMETRO CORRE NORTH POR EL LADO OESTE DE LA CALLE BERNAL DRIVE. LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA ESTE Y CORRE POR EL LAD SUR DE LA CALLE BERNAL DRIVE. EN FRENTE DE LOTE 3B, LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA NORTE Y CORRE POR EL LADO ESTE DE LA CALLE BERNAL DRIVE, TERMINANDO CON UNA VALVULA DE 2" EN LA ESQUINA NOROESTE DE LOTE 3C.

DE LA LINEA EXISTENTE DE 8" DE DIAMETRO, HAY DOS (2) SERVICIO SENCILLO DE 3/4" DIAMETRO QUE CORRE A UN MEDIDOR POR LOTES 3B AND 3C. HAY UN SERVICIO DE CONNECTION EXISTENTE DE AGUA SERVCINDO LOT 3A.

LA LINEA DE SERVICIO SENCILLO DE 3/4" DE DIAMETRO, Y LAS CAJAS DE LOS MEDIDORES DE AGUA SERAN INSTALAR A UN COSTO TOTAL DE $ EL DUEÑO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A LA COMPAÑIA N.A.W.S.C. $ QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE, $ ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN 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 Gastos.

EL DRENAJE DE LA SUBDIVISION REPLAT OF LOT 3, BERNAL SUBDIVISION TENDRA 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 UNA (1) PRUEBAS CON AGUJEROS EN EL SUBDIVISION EN EL LOTE 1 (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 SÉPTICAS POR SOLAR SON US$, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL . HAY UNA (1) FOSA SEPTICA EXISTENTE PARA LOT 3A.

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE $ LO CUAL EQUIVALE A $ POR LOTE. HAY UN SERVICIO DE CONNECTION EXISTENTE DE AGUA SERVICINDO LOT 3A.

DRENAJE: LAS FOSAS SEPTICAS COSTARAN US$ A UN COSTO TOTAL DE US$ PARA TODA LA SUBDIVISION. HAY UNA (1) FOSA SEPTICA EXISTENTE PARA LOT 3A.

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

P.E.
ALFONSO QUINTANILLA
P.E. No. 95534

8-5-15
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:

RICHARD A. GARZA,
PRESIDENT OF GARCO MANAGEMENT LLC,
PARTNER OF GARCO, Ltd., SUBDIVIDERS OF REPLAT OF LOT 3, BERNAL SUBDIVISION HEREBY CERTIFY

1.– I (WE), SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT 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.

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC, PARTNER OF GARCO,, Ltd. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

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

← FLOW DIRECTION OF WATER

B–1 ⊗ TEST BORINGS

PROP. SEPTIC TANK (OSSF)

EXIST. SEPTIC TANK (OSSF)

COST ESTIMATE

WATER DISTRIBUTION:	$ 0.00
DRAINAGE IMPROVEMENTS:	$ 0.00
SEPTIC TANK (OSSF):	$ 0.00

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO.	FILENAME : F:\DATA\SUBDIVS\MERCEDES\REPLAT OF LOT 3, BERNAL SUBDIVISION\BPLAT			
2 OF 2	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MARCH 10, 2015	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 09-01-2015

PROPOSED **Maravillas Estates Ph. 1** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **Melden & Hunt, Inc.** DEVELOPER: **Elias Woloski**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **80** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **South west corner of Lott Road & Midway Road.**

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 **8-18-15** PROPERTY LIES WITHIN FLOOD ZONE: **"B"** AS PER FEMA.

DRAINAGE DESIGN: **Storm drainage system and detention by widening the existing drain ditch.**

DISTANCE TO A DRAIN DITCH: **Approximately 600 feet south of proposed Subdivision development.**

ROAD R.O.W. DEDICATION: **30 feet onto Midway Road and 10 feet onto Lott Road.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **8-04-15** By, **Roy Gonzalez**, Pct. 1 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **8-05-15** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **Victoria Road.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **8-13-15** : By **Martin Ramirez** Environmental Compliance Coordinator

☒**LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____

Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

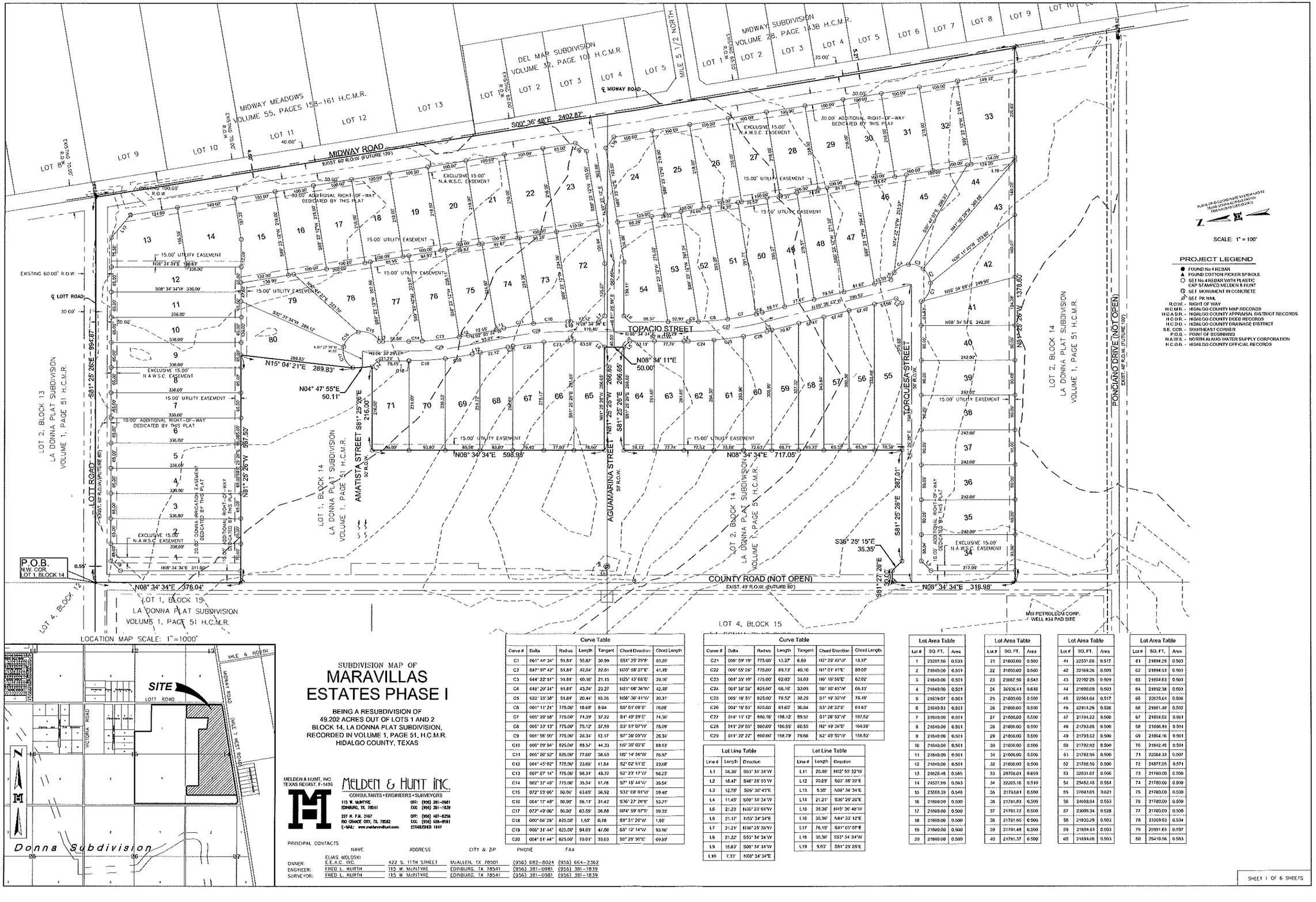
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, 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.*



LOCATION MAP SCALE: 1"=1000'

SUBDIVISION MAP OF

MARAVILLAS ESTATES PHASE I

BEING A RESUBDIVISION OF
49.202 ACRES OUT OF LOTS 1 AND 2
BLOCK 14, LA DONNA PLAT SUBDIVISION,
RECORDED IN VOLUME 1, PAGE 51, H.C.M.R.
HIDALGO COUNTY, TEXAS

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. FM. 3167
RIO GRANDE CITY, TX. 78582
OFF: (956) 487-5256
FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com
ESTABLISHED 1947

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	ELIAS WOLOSKI E.E.A.C. INC.	422 S. 11TH STREET	McALLEN, TX 78501	(956) 682-8024	(956) 664-2362
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

Curve Table

Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C1	061° 44' 34"	51.84'	55.87'	30.99	S51° 35' 25"E	53.20'
C2	047° 07' 42"	51.84'	42.64'	22.81	N70° 58' 27"E	41.45'
C3	044° 22' 57"	51.84'	40.16'	21.15	N25° 13' 08"E	39.16'
C4	048° 26' 34"	51.84'	43.84'	23.27	N21° 08' 36"W	42.55'
C5	022° 35' 38"	51.84'	20.44'	10.36	N56° 36' 41"W	20.31'
C6	091° 11' 21"	775.00'	16.68'	8.04	S5° 01' 08"E	16.68'
C7	005° 29' 58"	775.00'	74.39'	37.22	S1° 40' 29"E	74.36'
C8	005° 33' 13"	775.00'	75.12'	37.59	S3° 51' 07"W	75.09'
C9	001° 56' 56"	775.00'	26.34'	13.17	S7° 36' 09"W	26.34'
C10	005° 09' 04"	825.00'	89.57'	44.83	N5° 38' 02"E	89.53'
C11	005° 26' 52"	825.00'	77.00'	38.53	N0° 14' 56"W	76.97'
C12	001° 45' 02"	775.00'	23.65'	11.84	S2° 02' 51"E	23.68'
C13	007° 07' 14"	775.00'	98.31'	49.22	S2° 23' 17"W	98.25'
C14	002° 37' 40"	775.00'	35.54'	17.78	S7° 15' 44"W	35.54'
C15	072° 53' 05"	50.00'	63.60'	36.92	S32° 08' 01"W	59.46'
C16	064° 17' 48"	50.00'	56.11'	31.42	S36° 27' 26"E	53.21'
C17	072° 49' 06"	50.00'	63.55'	36.88	N74° 59' 07"E	59.35'
C18	000° 06' 28"	825.00'	1.55'	0.78	S8° 31' 20"W	1.55'
C19	009° 31' 44"	825.00'	94.01'	47.06	S5° 12' 14"W	93.96'
C20	004° 51' 44"	825.00'	70.01'	35.03	S0° 29' 30"E	69.99'

Curve Table

Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C21	005° 59' 19"	775.00'	13.37'	6.69	N2° 25' 42"W	13.37'
C22	005° 55' 26"	775.00'	80.13'	40.10	N1° 01' 41"E	80.09'
C23	004° 35' 10"	775.00'	62.03'	31.03	N5° 16' 59"E	62.02'
C24	004° 35' 36"	625.00'	66.15'	33.09	S5° 16' 45"W	66.13'
C25	005° 18' 51"	625.00'	76.52'	38.29	S1° 19' 30"W	76.49'
C26	004° 16' 53"	825.00'	61.65'	30.84	S3° 28' 27"E	61.63'
C27	014° 11' 12"	800.16'	198.12'	99.57	S1° 28' 53"W	197.62'
C28	011° 29' 55"	800.00'	160.55'	80.55	N2° 49' 36"E	160.28'
C29	011° 22' 22"	600.00'	158.79'	79.66	S2° 45' 50"W	158.53'

Lot Line Table

Line #	Length	Direction
L1	36.36'	S53° 31' 34"W
L2	18.47'	S46° 28' 53"W
L3	12.75'	S05° 36' 43"E
L4	11.45'	S08° 34' 34"W
L5	21.23'	N35° 23' 01"W
L6	21.17'	N53° 34' 34"E
L7	21.21'	N36° 25' 26"W
L8	21.22'	S53° 34' 34"W
L9	16.83'	S08° 34' 34"W
L10	7.33'	N08° 34' 34"E

Lot Line Table

Line #	Length	Direction
L11	20.46'	N02° 55' 22"W
L12	20.89'	S03° 55' 22"E
L13	9.55'	N08° 34' 34"E
L14	21.21'	S36° 25' 26"E
L15	35.36'	N45° 36' 48"W
L16	35.36'	N44° 23' 12"E
L17	76.15'	S41° 01' 07"E
L18	35.36'	S53° 34' 34"W
L19	9.03'	S81° 25' 26"E

Lot Area Table

Lot #	SQ. FT.	Area
1	23207.50	0.533
2	21840.00	0.501
3	21840.00	0.501
4	21840.00	0.501
5	21839.07	0.501
6	21840.93	0.501
7	21840.00	0.501
8	21840.00	0.501
9	21840.00	0.501
10	21840.00	0.501
11	21840.00	0.501
12	21840.00	0.501
13	24528.48	0.565
14	24527.00	0.563
15	23859.39	0.548
16	21600.00	0.500
17	21600.00	0.500
18	21600.00	0.500
19	21600.00	0.500
20	21600.00	0.500

Lot Area Table

Lot #	SQ. FT.	Area
21	21600.00	0.500
22	21600.00	0.500
23	23667.50	0.543
24	26936.41	0.618
25	21600.00	0.500
26	21600.00	0.500
27	21600.00	0.500
28	21600.00	0.500
29	21600.00	0.500
30	21600.00	0.500
31	21600.00	0.500
32	21600.00	0.500
33	28706.01	0.659
34	22205.16	0.510
35	21793.01	0.500
36	21791.83	0.500
37	21791.72	0.500
38	21791.60	0.500
39	21791.48	0.500
40	21791.37	0.500

Lot Area Table

Lot #	SQ. FT.	Area
41	22531.65	0.517
42	22169.26	0.509
43	22192.23	0.509
44	21696.09	0.503
45	22503.04	0.517
46	22914.26	0.526
47	21794.22	0.500
48	21793.85	0.500
49	21793.52	0.500
50	21792.92	0.500
51	21792.55	0.500
52	21788.50	0.500
53	22031.67	0.506
54	25452.45	0.584
55	27043.05	0.621
56	24088.84	0.553
57	23009.34	0.528
58	21930.29	0.503
59	21894.01	0.503
60	21894.06	0.503

Lot Area Table

Lot #	SQ. FT.	Area
61	21894.29	0.503
62	21894.53	0.503
63	21894.63	0.503
64	21892.38	0.503
65	22025.01	0.506
66	21861.48	0.502
67	21804.02	0.501
68	21806.81	0.501
69	21804.16	0.501
70	21842.46	0.501
71	22064.33	0.507
72	24877.05	0.571
73	21780.00	0.500
74	21780.00	0.500
75	21780.00	0.500
76	21780.00	0.500
77	21780.00	0.500
78	23369.93	0.534
79	25991.65	0.597
80	25410.56	0.583

SUBDIVISION MAP OF

MARAVILLAS ESTATES PHASE I

BEING A RESUBDIVISION OF
49.202 ACRES OUT OF LOTS 1 AND 2
BLOCK 14, LA DONNA PLAT SUBDIVISION,
RECORDED IN VOLUME 1, PAGE 51, H.C.M.R.
HIDALGO COUNTY, TEXAS

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT: ZONE "B", WHICH IS DEFINED AS: AREAS BETWEEN LIMITS OF THE 100 YEAR FLOOD AND 500 YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

2. SETBACKS
   FRONT: 25.00 FEET
   SIDE CORNER: 15.00 FEET OR RIGHT-OF-WAY GREATER THEN 50
   SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   REAR: 15.00 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 ELEVARON 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 – ONE ALUMINUM DISK SET IN CONCRETE ALONG THE WEST RIGHT-OF-WAY OF MIDWAY ROAD AT THE SOUTHEAST CORNER OF LOT 33. ELEVATION 76.90 N. E.

   -->B.M. NO.2 – ONE ALUMINUM DISK SET IN CONCRETE ALONG THE WEST RIGHT-OF-WAY OF MIDWAY ROAD AT THE SOUTHERN CUP OF THE NORTHEAST CORNER OF LOT 13 ELEVATION 76.60.

6. THE DRAINAGE FOR MARAVILLAS ESTATES PHASE 1 IS PART OF THE MASTER DRAINAGE PLAN FOR MARAVILLAS ESTATES (OVERALL) THESE IMPROVEMENTS HAVE SHALL BE CONSTRUCTED AS PER THE APPROVED DRAINAGE REPORT FOR MARAVILLAS ESTATES (OVERALL).

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, 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 HIS 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 MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

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. THE OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

    D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

    E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

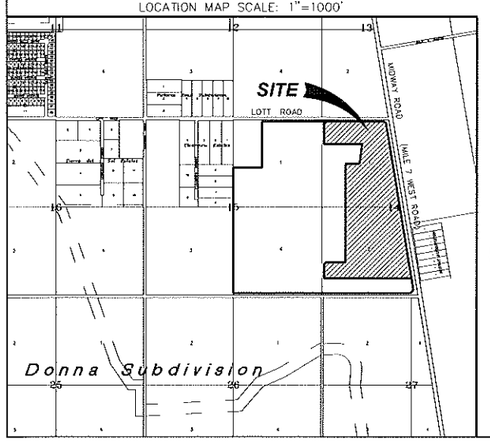
12. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13. ELIAS WOLOSKI, PRESIDENT OF E.E.A.C., LLC GENERAL PARTNER OF E.E.A.C., LTD., THE OWNER & SUBDIVIDER OF MARAVILLAS PHASE I, 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. SIDEWALK WILL BE REQUIRED AT BUILDING PERMIT STAGE.

15. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR 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 APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

LOCATION MAP SCALE: 1"=1000'



DESCRIPTION OF MARAVELLAS ESTATES PHASE 1

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 49.202 ACRES, SITUATED IN THE COUNTY OF HIDALGO, TEXAS, COMPRISED OF ALL OF LOT 1 AND PART OR PORTION OF LOT 2 OUT OF LA DONNA PLAT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 51, HIDALGO COUNTY MAP RECORDS. SAID 49.202 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF SAID LOT 1, LA DONNA PLAT SUBDIVISION, AND FOR THE NORTHWEST CORNER OF THIS TRACT;

1. THENCE, S 81° 25' 26" E ALONG THE NORTH LINE OF LOT 1 AND WITHIN THE RIGHT-OF-WAY OF LOTT ROAD A DISTANCE OF 994.87 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1 AND WITHIN THE RIGHT-OF-WAY OF MIDWAY ROAD FOR THE NORTHEAST CORNER OF THIS TRACT;

2. THENCE, S 00° 36' 48" E ALONG THE EAST LINE OF SAID LOTS 1 & 2 AND WITHIN THE RIGHT-OF-WAY OF SAID MIDWAY ROAD AT A DISNTCE OF 1337.16 FEET PASS THE SOUTHEAST CORNER OF SAID LOT 1 AND CONTINUE A DISTANCE OF 2402.87 FEET TO A PK NAIL SET FOR THE SOUTHEAST CORNER OF THIS TRACT,

3. THENCE, N 81° 25' 26" W AT A DISTANCE OF 30.39 FEET PASS THE WEST RIGHT-OF-WAY LINE OF MIDWAY ROAD, AT A DISTANCE OF 1358.60 FEET PASS THE COUNTY ROAD EAST RIGHT-OF-WAY LINE AND CONTINUING A TOTAL DISTANCE OF 1378.60 FEET TO A PK NAIL SET ON THE WEST LINE OF SAID LOT 2 FOR THE SOUTHWEST CORNER OF THIS TRACT;

4. THENCE, N 08° 34' 34" E ALONG THE WEST LINE OF SAID LOT 2 AND WITHIN THE COUNTY ROAD RIGHT-OF-WAY, A DISTANCE OF 316.98 FEET TO A PK NAIL SET FOR THE SOUTHERNMOST NORTHWEST CORNER OF THIS TRACT;

5. THENCE, S 08° 25' 26" E AT A DISTANCE OF 20.00 FEET PASS THE COUNTY ROAD EAST RIGHT-OF-WAY AND CONTINUING A TOTAL DISTANCE OF 30.00 FEET TO A No. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;

6. THENCE, S 35° 27' 26" E A DISTANCE OF 35.35 FEET TO A No. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

7. THENCE, S 81° 25' 26" E A DISTANCE OF 287.01 FEET TO A No. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

8. THENCE, N 08° 34' 34" E A DISTANCE OF 717.05 FEET TO A No. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;

9. THENCE, S 81° 25' 26" E A DISTANCE OF 266.65 FEET TO A No. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

10. THENCE, N 08° 34' 34" E A DISTANCE OF 50.00 FEET TO A No. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

11. THENCE, N 81° 25' 26" E A DISTANCE OF 266.65 FEET TO A No. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;

12. THENCE, N 08° 34' 34" E A DISTANCE OF 598.96 FEET TO A No. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;

13. THENCE, S 81° 25' 26" E A DISTANCE OF 216.00 FEET TO A No. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;

14. THENCE, N 04° 47' 55" E A DISTANCE OF 50.11 FEET TO A No. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;

15. THENCE, N 15° 04' 21" E A DISTANCE OF 289.83 FEET TO A No. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

16. THENCE, N 81° 25' 26" E AT A DISTANCE OF 567.28 FEET PASS THE COUNTY ROAD WEST RIGHT-OF-WAY AND CONTINUING A TOTAL OF 587.28 FEET TO A PK NAIL SET FOR ON THE NORTHERNMOST SOUTHWEST CORNER OF THIS TRACT;

17. THENCE, N 08° 32' 34" E ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 376.00 FEET A DISTANCE OF 376.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 49.202 ACRES OF LAND, MORE OR LESS.

DESCRIPTION OF MARAVILLAS ESTATES PHASE I

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MARAVILLAS ESTATES PHASE I, IS LOCATED IN THE SOUTH EASTERN PART OF HIDALGO COUNTY, TEXAS, ON THE WEST SIDE OF MIDWAY ROAD, AND SOUTH SIDE OF LOTT ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA MARAVILLAS PHASE I, FALLS IN THE RURAL AREA OF THE COUNTY; THIS SUBDIVISION FALLS WITHIN PRECINCT 1.

INDEX TO SHEET OF MARAVILLAS ESTATES PHASE I

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; MAP: LOT, STREETS, AND EASEMENT LAYOUT;

SHEET 2: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1., HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; N.A.W.S.C. CERTIFICATION.

SHEET 3: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION);

SHEET 4: MAP OF TOPOGRAPHY AND DRAINAGE; REGIONAL DETENTION REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND; ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
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PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	ELIAS WOLOSKI E.E.A.C. INC.	422 S. 11TH STREET	McALLEN, TX 78501	(956) 682-8024	(956) 664-2362
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

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, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1984 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____ 20 _____

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20 _____.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MARAVILLAS ESTATES PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS _____ DAY OF _____ 20___

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF MARAVILLAS ESTATES PHASE I WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DONNA ON

_____ _____
_____ DATE
MAYOR OF THE CITY DONNA

ATTEST: _____ _____
SECRETARY OF THE CITY OF DONNA DATE

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF MARAVILLAS ESTATES PHASE I WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF DONNA _____ ON _____

_____ _____
P&Z CHAIRMAN OF THE CITY OF DONNA DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MARAVILLAS ESTATES PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON THIS THE _____ DAY OF _____ 20 _____

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
DONNA
IRRIGATION DISTRICT

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO COUNTY DONNA IRRIGATION DISTRICT, DATED THIS THE _____ DAY OF _____ 2015.

_____ DATE _____
PRESIDENT

ATTEST: _____ DATE _____
SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, ELIAS WOLOSKI, PRESIDENT OF E.E.A.C. INC. GENERAL PARTNER OF E.E.A.C. INC., AS OWNER OF THE 49.202 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MARAVILLAS ESTATES PHASE I HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED 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.

_____ _____
ELIAS WOLOSKI, PRESIDENT DATE:
PRESIDENT OF E.E.A.C. INC;
GENERAL PARTNER OF E. E. A. C., INC.
422 S. 11TH STREET
McALLEN, TX 78501

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ELIAS WOLOSKI, PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2015.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF MARAVILLAS ESTATES PHASE I, WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 06-25-15 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

_____
FRED L. KURTH, PE # 54151 RPLS # 4750
DATE SURVEYED: 6-29-15 JOB No. 14140.00
DATE PREPARED: 6-30-15 JOB No. 14140.08
I- 995 PG. 16

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS · REGISTERED · FRED L. KURTH · 4750 · PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS · FRED L. KURTH · 54151 · LICENSED · PROFESSIONAL ENGINEER

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 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO 1

_____ _____
RAUL E. SESIN P.E., C.F.M. DATE:
GENERAL MANAGER

COUNTY OF HIDALGO · STATE OF TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

LEGEND
- FOUND REBAR
- FOUND COTTON PICKER SPINDLE
- FOUND PIPE
- SET REBAR
- PROPOSED DUAL WATER SERVICE
- PROPOSED SINGLE WATER SERVICE
- O.S.S.F. PROPOSED SEPTIC TANK

TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

LEYENDA
- VARILLA ENCONTRADO
- EJE ENCONTRADO
- TUBO DE VARILLA ENCONTRADO
- VARILLA ASENTADA
- SERVICIO DOBLE DE AGUA PROPUESTO
- SERVICIO INDIVIDUAL DE AGUA PROPUESTO
- O.S.S.F. TANQUE/FOSA SEPTICA

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

MIDWAY MEADOWS
VOLUME 55, PAGES 158-161 H.C.M.R.

DEL MAR SUBDIVISION
VOLUME 32, PAGE 101 H.C.M.R.

MIDWAY SUBDIVISION
VOLUME 28, PAGE 1 H.C.M.R.

LOT 8 | LOT 9 | LOT 10 | LOT 11 | LOT 12 | LOT 13 | LOT 1 | LOT 2 | LOT 3 | LOT 4 | LOT 5 | LOT 1 | LOT 2 | LOT 3 | LOT 4 | LOT 5 | LOT 6 | LOT 7 | LOT 8 | LOT 9 | LOT 10 | LOT 11 | LOT 12

MILE 5 1/2 NORTH

MIDWAY ROAD
EXIST. 60' R.O.W. (FUTURE 120')

LOTT ROAD
EXIST. 60' R.O.W.(FUTURE 80')

TOPACIO STREET
50' R.O.W.

AMATISTA STREET
50' R.O.W.

AGUAMARINA STREET
50' R.O.W.

TORQUESA STREET
50' R.O.W.

PONCIANO DRIVE (NOT OPEN)
EXIST. 40' R.O.W. (FUTURE 100')

COUNTY ROAD (NOT OPEN)
EXIST. 40' R.O.W. (FUTURE 60')

VICTORIA ROAD
EXIST. 6" W/LINE

15.00' UTILITY EASEMENT

LOT 2, BLOCK 13
LA DONNA PLAT SUBDIVISION
VOLUME 1, PAGE 51 H.C.M.R.

LOT 1, BLOCK 14
LA DONNA PLAT SUBDIVISION
VOLUME 1, PAGE 51 H.C.M.R.

LOT 2, BLOCK 14
LA DONNA PLAT SUBDIVISION
VOLUME 1, PAGE 51 H.C.M.R.

LOT 1, BLOCK 15
LA DONNA PLAT SUBDIVISION
VOLUME 1, PAGE 51 H.C.M.R.

LOT 4, BLOCK 15
LA DONNA PLAT SUBDIVISION
VOLUME 1, PAGE 51 H.C.M.R.

LOT 2, BLOCK 14
LA DONNA PLAT SUBDIVISION
VOLUME 1, PAGE 51 H.C.M.R.

71 | 70 | 69 | 68 | 67 | 66 | 65 | 64

SEPTIC TANK | 8"WL | 8"W | PROP. FIRE HYDRANT FLANGES | PROP. 8" TEE W/ 8" GATE VALVE & BOX | PROP. 8" PVC WATER LINE | PROP. SINGLE SERVICE (TYP.) | PROP. DUAL SERVICES (TYP.)

PROP. 8"x8"x8" TAP TEE W/8" GATE VALVE & BOX

PROP. 8" WATER LINE

PROP. 8" TEE W/ 1-8" GATE VALVE & BOX

PROP. 8"x8"x8" TEE W/ 2-8" GATE VALVE & BOX

PROP. 8" 90° ELBOW W/ 8" GATE VALVE & BOX

PROP. 8" 45° ELBOW

PROP. 24" 45° ELBOWS W/ 8" GATE VALVE & BOX

EXCLUSIVE 15.00' N.A.W.S.C. EASEMENT

1320.00'

N 81° 25' 26" W

PONCIANO DRIVE - 40.0' R.O.W.

S.W. COR. LOT 3 BLOCK 15

S.W. C LOT 2

JAY PETROLEUM CORP. WELL #34 PAD SITE

SCALE: 1" = 100'

SCALE: 1" = 100'

COST ESTIMATE:
- PAVING IMPROVEMENTS: $ _____
- DRAINAGE IMPROVEMENTS: $ _____
- WATER DISTRIBUTION: $ _____
- SEPTIC TANK SEWER IMPROVEMETNS / OSSF: $ _____

ESTIMACION DE COSTOS:
- PAVIMENTACION DE CALLES: $ _____
- DRENAJE PLUVIAL: $ _____
- SERVICIO DE AGUA POTABLE: $ _____
- TANQUES/FOSAS SEPTICAS (DRENAJE SANITARIO) $ _____

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF

MARAVILLAS ESTATES PHASE I

BEING A RESUBDIVISION OF
49.202 ACRES OUT OF LOTS 1 AND 2
BLOCK 14, LA DONNA PLAT SUBDIVISION,
RECORDED IN VOLUME 1, PAGE 51, H.C.M.R.
HIDALGO COUNTY, TEXAS

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
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EDINBURG, TX. 78541
OFF: (956) 381-0981
FAX: (956) 381-1839

227 N. F.M. 3167
RIO GRANDE CITY, TX. 78582
OFF: (956) 487-8256
FAX: (956) 455-8591
E-MAIL: www.meldenandhunt.com
ESTABLISHED 1947

COST ESTIMATE:
PAVING IMPROVEMENTS: $ _____
DRAINAGE IMPROVEMENTS: $ _____
WATER DISTRIBUTION: $ _____
SEPTIC TANK SEWER
IMPROVEMETNS / OSSF: $ _____

ESTIMACION DE COSTOS:
PAVIMENTACION DE CALLES: $ _____
DRENAJE PLUVIAL: $ _____
SERVICIO DE AGUA POTABLE: $ _____
TANQUES/FOSAS SEPTICAS
(DRENAJE SANITARIO) $ _____

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

ENGINEERING REPORT FOR MARAVILLAS ESTATES PHASE I
BY: FRED L. KURTH

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
MARAVILLAS PHASE I SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE WEST RIGHT-OF-WAY OF VICTORIA ROAD. THE WATER SYSTEM FOR MARAVILLAS ESTATES PHASE I CONSISTS OF AN 8" DIAMETER WATER LINE THAT TAPS INTO THE PREVIOUSLY MENTIONED 8" WATER LINE. SAID 8" LINE RUNS EAST ALONG THE NORTH SIDE OF FUTURE PACIANO DRIVE RIGHT-OF-WAY, THEN RUNS NORTH ALONG THE WEST SIDE OF MIDWAY ROAD RIGHT-OF-WAY AND TURNS WEST ALONG THE SOUTH SIDE OF LOTT ROAD RIGHT-OF-WAY ENDING WITH A 2" FLUSH VALVE NORTHWEST CORNER OF LOT 1. ANOTHER 8" WATERLINE RUNS NORTH ALONG THE EAST SIDE OF THE COUNTY ROAD RIGHT-OF-WAY, THEN RUNS EAST ALONG THE SOUTH SIDE OF TORQUESA STREET RIGHT-OF-WAY AND TURNS NORTH ALONG THE WEST SIDE OF TOPACIO STREET RIGHT-OF-WAY ENDING AT THE SOUTHWEST CORNER OF LOT 80.

WATER DISTRIBUTION FOR THE MARAVILLAS ESTATES PHASE I CONSISTS OF THIRTY-EIGHT (38) -1" DIAMETER DUAL SERVICE LINES THAT RUN IN PAIRS TO THE LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES. AND FOUR (4) ¾" DIAMETER SINGLE SERVICE LINE. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT AND ONE ¾" SINGLE SERVICE SERVING ONE LOTS. THE 8" LINE, DUAL SERVICES, ¾" SINGLE SERVICES AND THE METER BOXES HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $0,000, OR $0,000 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. SAID 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. 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 THREE (3) FIRE HYDRANTS AT A UNIT COST OF $0,000 FOR A TOTAL COST OF $0,000. 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 MARAVILLAS ESTATES PHASE I 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. JOSE A. GONZALEZ PROFESSIONAL ENGINEER NO. 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 RESOURCES CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY CLAY 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 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 $_____ , 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 XXXXXXXXXXX, 2015.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $_____ WHICH EQUALS TO $_____ PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $_____ PER LOT (ALL INCLUSIVE). FOR A TOTAL OF $_____ FOR THE ENTIRE SUBDIVISION.

_____ _____
ENGINEER'S SIGNATURE DATE

REPORTE DE INGENIERIA DE MARAVILLAS ESTATES PHASE I
POR: FRED L. KURTH

PROVISION DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD
MARAVILLAS ESTATES PHASE I SERA ABASTECIDA DE AGUA POTABLE POR MEDIO DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.) N.A.W.S.C. Y EL DUEÑO/REPRESENTANTE DE LA SUBDIVISION HAN FIRMADO UN CONTRATO EN EL CUAL SE ESTIPULA QUE LA SUBDIVISION SERA ABASTECIDA CON AGUA POTABLE POR LOS PROXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACION QUE INDICA LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL DESARROLLO DE LA SUBDIVISIÓN A LARGO PLAZO.

N.A.W.S.C. CUENTA CON UNA LINEA DE AGUA DE 8 PULGADAS DE DIAMETRO QUE PASA POR EL LADO OESTE DEL DEL DERECHO DE VIA DE VICTORIA ROAD. EL SISTEMA DE DISTRIBUCION DEL AGUA SE COMPONE DE UNA LINEA DE 8 PULGADAS DE DIAMETRO QUE SE CONECTA CON LA LINEA DE 8 PULGADAS PREVIAMENTE MENSIONADA. DICHA LINEA DE 8 PULGADAS SE EXTIENDE POR EL LADO NORTE Y DENTRO DEL DERECHO DE VIA DE LA CALLE PACIANO STREET, Y LUEGO EXTIENDE POR EL LADO OESTE DENTRO DEL DERECHO DE VIA DE LA CALLE MIDWAY ROAD Y EXTIENDE AL OESTE POR EL LADO SUR DENTRO DEL DERECHO DE VIA DE LA CALLE LOTT ROAD Y TERMINA EN UN VARIVULA DE 2 PULGADAS QUE SE LOCALIZA EN EL LADO NORTEOESTE DEL LOTE 1. OTRA LINEA DE 8 PULGADAS DE DIAMETRO QUE EXTIENDE NORTE POR EL LADO ESTE DEL DERECHO DE VIA DE LA CALLE DEL CONDADO Y LUEGO EXTIENDE ESTE POR EL LADO SUR DEL DERECHO DE VIA DE LA CALLE TORQUESA STREET Y LUEGO EXTIENDE NORTE POR EL LADO OESTE DEL DERECHO DE VIA DE LA CALLE TOPACIA Y TERMINA EN EL LADO SUROESTE DEL LOTE 80

EL SISTEMA DE DISTRIBUCION DEL AGUA PARA MARAVILLAS ESTATES PHASE I CONSISTE DE TRENTAOCHO SERVICIOS SENCILLOS DE AGUA DE 1 PULGADA DE DIAMETRO PARA CADA DOS LOTES SIRVIENDO 76 LOTES & CUATRO SERVICIO DE ¾" SERVIENDO 4 LOTES. ESTOS SERVICIOS SE SEPARAN FORMANDO DOS SERVICIOS DE AGUA DE ¾ DE PULGADA DE DIAMETRO PARA CADA LOTE. SE HAN INSTALADO YA LA LINEA DE AGUA DE 8 PULGADAS DE DIAMETRO, LOS SERVICIOS SENCILLOS DE 1 PULGADA DE DIAMETRO, LOS SERVICIOS DOBLES DE ¾ DE PULGADA DE DIAMETRO, Y LAS CAJAS DE LOS MEDIDORES A UN COSTO TOTAL DE $0,000 ($0,000 POR LOTE). EL DUEÑO/REPRESENTANTE DE LA SUBDIVISIÓN LE HA PAGADO A N.A.W.S.C. LA CANTIDAD DE $_____ QUE CUBRE EL COSTO DE LOS MEDIDORES ($_____ PARA CADA LOTE). ESTE PRECIO INCLUYE TAMBIEN EL COSTO DE LA INSTALACION DE CADA MEDIDOR Y LOS GASTOS DE CONECCION. CUANDO EL DUEÑO DE ALGUNO DE LOS LOTES SOLICITE UN MEDIDOR DE AGUA, N.A.W.S.C LO INSTALARA SIN COSTO ALGUNO. EL DUEÑO/REPRESENTANTE DE LA SUBDIVISION HA INSTALADO 3 HIDRANTES CONTRA INCENDIO (FIRE HYDRANTS) A UN COSTO DE $0,000 POR CADA UNO, LO CUAL REPRESENTA UNA CANTIDAD TOTAL DE $0,000. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE SANITARIO: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD
EL DRENAJE SANITARIO DE MARAVILLAS ESTATES PHASE I SUBDIVISION SE TRATARA DE FORMA INDIVIDUAL POR MEDIO DE UN TANQUE/FOSA SEPTICA PARA CADA SOLAR. DICHO TANQUE/FOSA SEPTICA SERA DE DISEÑO STANDARD DE DOBLE COMPARTIMIENTO, INCLUIDA TAMBIEN EL AREA DE DRENADO. EL INGENIERO JOSE A. GONZALEZ CON LICENCIA No. 12258, HA EVALUADO EL LUGAR DONDE SE ENCUENTRA ESTA SUBDIVISION PARA Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA LA INSTALACION DE UNA TANQUE/FOSA SEPTICA (OSSF). EL REPORTE FUE REVISADO Y APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT). CADA LOTE CUENTA CON UNA AREA ADECUADA PARA REEMPLAZAR EL AREA DE DRENADO.

CADA LOTE EN ESTA SUBDIVISION CUENTA CON UNA AREA DE AL MENOS ½ ACRE. EN LA BASE DE DATOS DE "THE NATURAL RESOURCES CONSERVATION SERVICE" INDICA QUE EL SUELO EN ESTA PROPIEDAD ES DEL TIPO "ARENOSA–ARCILLOSA". AL MENOS DOS PERFORACIONES SE EXCAVARON EN ESTE LUGAR EN DOS PUNTOS OPUESTOS EN EL AREA DONDE EL TANQUE/FOSA SEPTICA SE INSTALARA (PERFORACIONES ADICIONALES FUERON INECESARIAS DEBIDO A QUE EL TIPO DE SUELO ES BASTANTE UNIFORME EN ESTA AREA). EL SUELO EN ESTA PROPIEDAD ES DEL TIPO "ARENOSA–ARCILLOSA" EXTENDIENDOSE HASTA 36" DEBAJO DEL FONDO DE CADA PERFORACION. NO HAY NINGUNA INDICACION DE AGUA EN LA SUPERFICIE, O ALGUNA CAPA RESTRICTIVA DENTRO DE 24" DEBAJO DEL FONDO DE CADA PERFORACION. ESTA PROPIEDAD CUENTA CON BUEN DRENADO.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE TANQUES/FOSAS SEPTICAS POR LOTE ES DE: $_____ DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. TODOS LOS TANQUES/FOSAS SEPTICAS HAN SIDO INSTALADOS AL TIEMPO DE LA APLICACION PARA LA APROBACION FINAL DE ESTA SUBDIVISION A UN COSTO TOTAL DE $ $_____ EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y HA APROBADO SU INSTALACION DESDE LA FECHA DE: XXXXX XX, 2015.

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA POTABLE Y DE DRENAJE SANITARIO DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS REGLAS MODELO (MODEL SUBDIVISION RULES) ADOPTADAS EN LA SECCION 16.343 DEL CODIGO DEL AGUA (WATER CODE). CERTIFICO QUE LOS COSTOS PARA INSTALAR LOS SISTEMAS DE AGUA POTABLE Y DE DRENAJE SANITARIO SON DE LA SIGUIENTE MANERA:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO INCLUYENDO EL MEDIDOR DE AGUA CON UN COSTO TOTAL DE $_____ O $_____ POR LOTE

DRENAJE SANITARIO: SE ESTIMA QUE LOS TANQUES/FOSAS SEPTICAS COSTARAN $_____ POR LOTE, TENIENDO UN COSTO TOTAL DE $_____ POR TODA LA SUBDIVISION.

_____ _____
ENGINEER'S SIGNATURE DATE DATE

SUBDIVIDER CERTIFICATION

1. BY COMPLEETING 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) SANITARY 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, ELIAS WOLOSKI SUBDIVIDER OF MARAVILLAS ESTATES PHASE I 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.

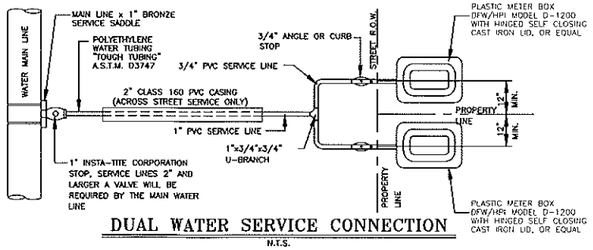
_____
OWNER: EVON HARBISON PRESIDENT
RHRW MANAGEMENT, LLC
GENERAL PARTNER OF RHRW PROPERTIES, LTD

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ELIAS WOLOSKI KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

_____DAY OF _____20_____.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____



DUAL WATER SERVICE CONNECTION
N.T.S.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

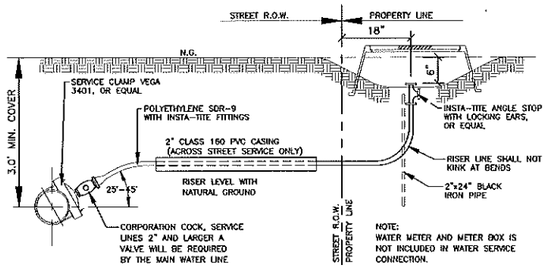
115 W. McINTYRE
EDINBURG, TX. 78541
OFF: (956) 381-0981
FAX: (956) 381-1839

227 N. F.M. 3167
RIO GRANDE CITY, TX. 78582
OFF: (956) 487-8258
FAX: (956) 458-8591

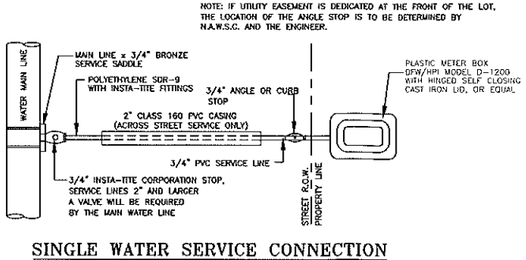
E-MAIL: www.meldenandhunt.com
ESTABLISHED 1947

SUBDIVISION MAP OF
MARAVILLAS ESTATES PHASE I

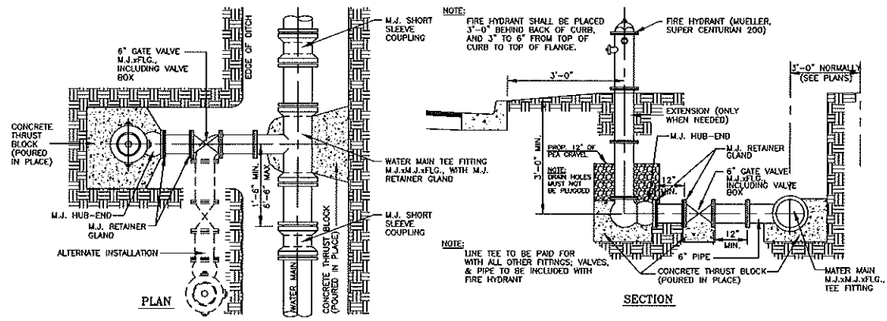
BEING A RESUBDIVISION OF
49.202 ACRES OUT OF LOTS 1 AND 2
BLOCK 14, LA DONNA PLAT SUBDIVISION,
RECORDED IN VOLUME 1, PAGE 51, H.C.M.R.
HIDALGO COUNTY, TEXAS



TYPICAL WATER SERVICE CONNECTION ELEVATION
N.T.S.



SINGLE WATER SERVICE CONNECTION



TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.

SUBDIVISION MAP OF

MARAVILLAS PHASE I

BEING A RESUBDIVISION OF
49.202 ACRES OUT OF LOTS 1 AND 2
BLOCK 14, LA DONNA PLAT SUBDIVISION,
RECORDED IN VOLUME 1, PAGE 51, H.C.M.R.
HIDALGO COUNTY, TEXAS

SCALE: 1" = 100'

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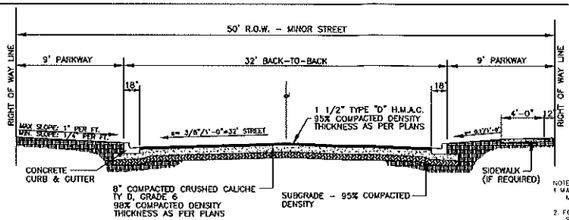
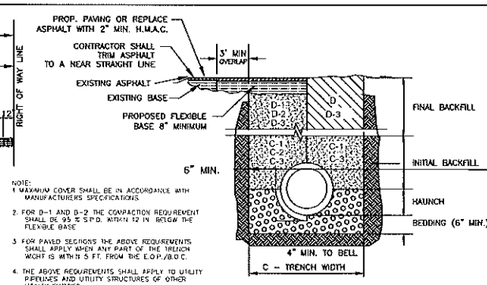
ESTABLISHED 1947

SCALE: 1" = 200'



TYPICAL STREET CROSS SECTION

N.T.S.



NOTE:
1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. FOR D-1 AND D-2 THE COMPACTION REQUIREMENT SHALL BE 95 % 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.

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 (MIN. COMPACTED THICKNESS = 6") - #57 RUN GRAVEL & #4 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% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION

C - TRENCH WIDTH - SHALL BE BELL O.D. + 1'-5 + 12", MAXIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREET, PARKING AREAS, DRIVEWAYS, COUNTY ROADS & UNPAVED AREAS - SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM PI OF 10 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAY - 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.

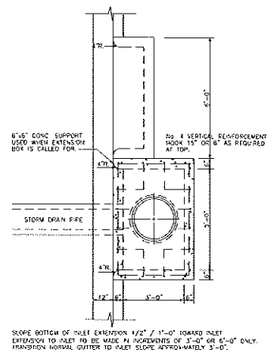
C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE - SHALL BE CLASS I OR CLASS II WITH A MAXIMUM PI OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION

D - FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SURFACES - SHALL BE CLASS I, II OR IV, COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION

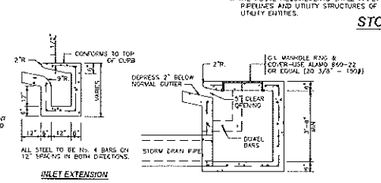
D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS - SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM PI OF 10 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION

D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAY - 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 OR 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 1A, A2, OR A3 (AASHTO M145) WITH A MAXIMUM PI 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 (WILLPOINTS, MINIMUM 4" 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% S.P.D (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".



PLAN

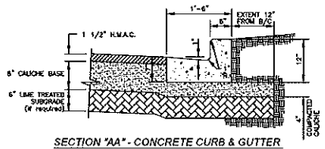


INLET EXTENSION

TYPE "A" INLET

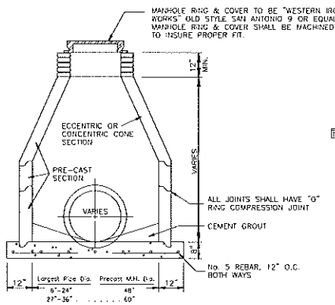
N.T.S.

SECTION



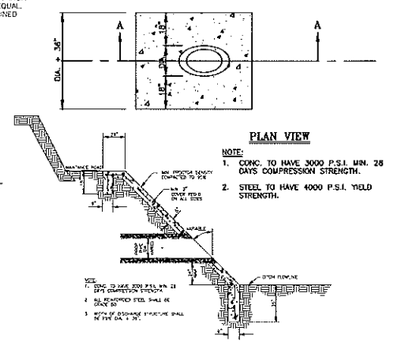
SECTION "AA" - CONCRETE CURB & GUTTER

N.T.S.



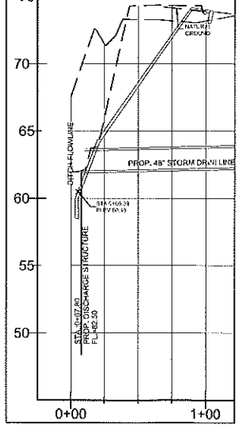
STANDARD STORM SEWER PRE-CAST CONCRETE MANHOLE

N.T.S.

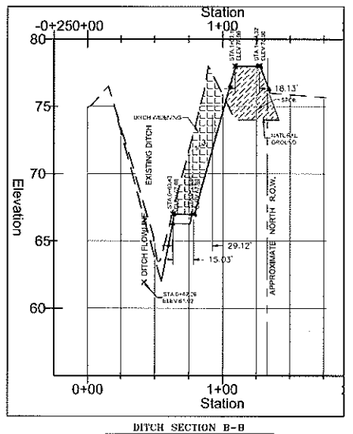


H.C.D.D.#1 STORM DISCHARGE STRUCTURE

N.T.S.



DITCH SECTION A-A



DITCH SECTION B-B

DRAINAGE STATEMENT
MARAVILLAS ESTATES-PHASE II

MARAVILLAS ESTATES PHASE I IS A 49.202-ACRES TRACT OF LAND OUT OF LOTS 1 AND 2, BLOCK 14, LA DONNA PLAT SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 51, HIDALGO COUNTY MAP RECORDS, CITY OF DONNA, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED ALONG THE WEST SIDE OF MIDWAY ROAD AND SOUTH SIDE OF EOH ROAD. THIS AGRICULTURAL PROPOSED IS BEING PROPOSED AS AN 80-LOT RESIDENTIAL SUBDIVISION. THE PROPERTY IS CURRENTLY OPEN AND IS LOCATED IN ZONE "B" IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0525 B, ZONE "B" IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0005 C, MAP REVISED NOATMBER 2, 1982, ZONE "B" MEANED IS AN AREA BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD, OR CERTAIN AREA SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD".

THE SOILS ARE HIDALGO SANDY CLAY LOAM, WHICH ARE IN HYDROLOGIC GROUP "B" AND "C" RESPECTIVELY. SOIL GROUP "B" & "C" IS MODERATELY PERVIOUS WITH A RELATIVELY LOW 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 909 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS

THE EXISTING DRAINAGE FOR MARAVILLAS ESTATES PHASE I IS PART OF THE OVERALL IMPROVEMENTS OF MARAVILLAS ESTATES (OVERALL). THESE IMPROVEMENTS SHALL BE CONSTRUCTED AS PER THE APPROVED DRAINAGE REPORT FOR MARAVILLAS ESTATES (OVERALL).

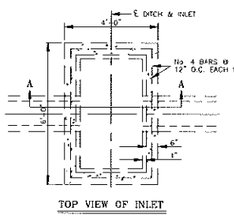
CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0525 B, REVISED NOVEMBER 2, 1982 IS CONTAINED WITHIN THE DETENTION POND AND WIDENING OF EAST DONNA DRAIN.

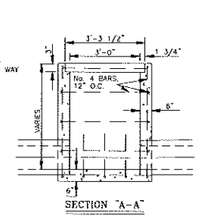
MELDEN & HUNT, INC
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED PROFESSIONAL ENGINEER

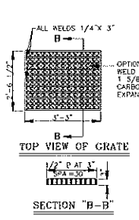
FRED L. KURTH, PE # 54151 RPLS # 4750 DATE:



TOP VIEW OF INLET



SECTION "A-A"

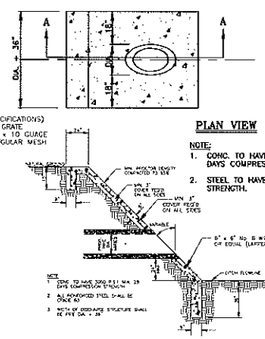


TOP VIEW OF GRATE

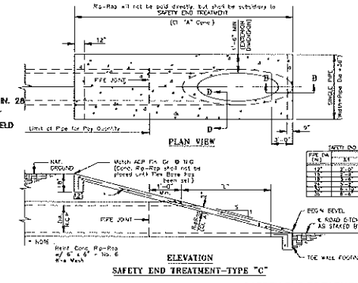
SECTION "B-B"

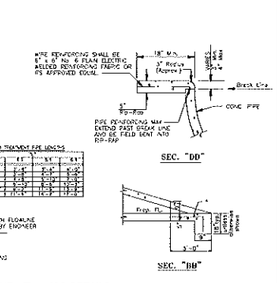
TYPE "C-C" GRATED INLET

(TWO GRATES PER INLET)



STORM DISCHARGE STRUCTURE AT POND





SAFETY END TREATMENT - (Type "C") DETAILS

N.T.S.

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BLOCK 14, LA DONNA PLAT SUBDIVISION,
RECORDED IN VOLUME 1, PAGE 51, H.C.M.R.
HIDALGO COUNTY, TEXAS

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 09-01-2015

PROPOSED Juliway 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: 74 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: West of FM 493 approximately 700 feet North of Anderson Rd.

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 08-20-14 PROPERTY LIES WITHIN FLOOD ZONE: "X" AS PER FEMA.

DRAINAGE DESIGN: Drainage will be provided via storm drainage pipe system and by regional detention pond, discharging in the Hidalgo County Irrigation District No. 2 Drain Ditch located approximately ¼ mile West of subdivision development.

DISTANCE TO A DRAIN DITCH: Approximately ¼ mile West of the development

ROAD R.O.W. DEDICATION: 20 feet to FM 493

H.C.R.O.W. PRELIMINARY APPROVAL DATE: 08-08-14 : By, Jesse Ozuna PCT 4 R.O.W. AGENT

H.C.H.D APPROVAL DATE: 09-12-14 by: Elizardo "Chardo" Ramos, Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Jose Angel Gonzalez

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 12" LOCATION: FM 493

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 08-19-14 .: By Martin Ramirez, Director of Office of Environmental Compliance

☒**LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____

Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

STAFF RECOMMENDS: ☒ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments and the approval of the City of Donna.*

☐ **Final Approval** *subject to recommendations other departments*

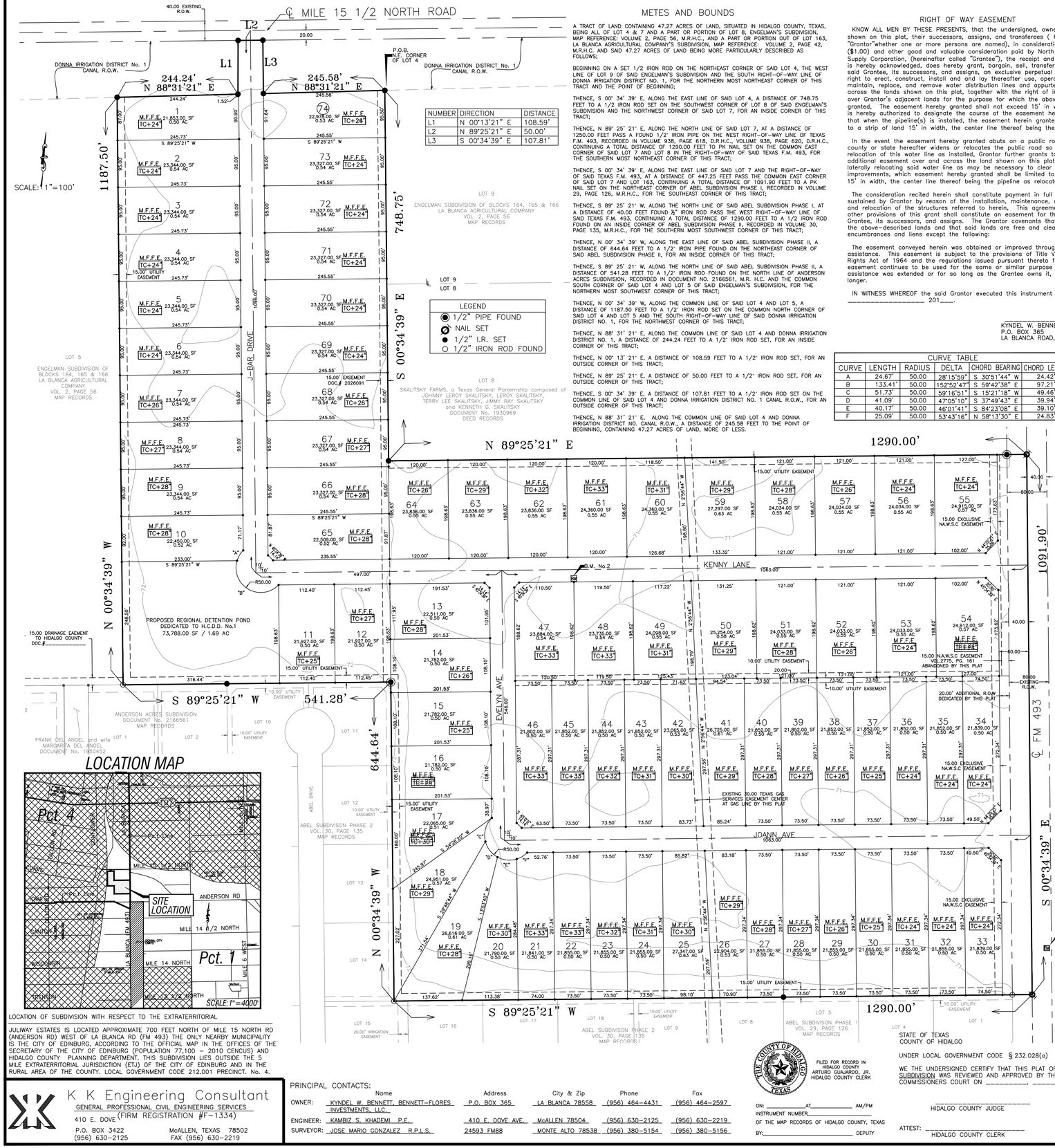
☐ **Final Approval** *with financial guarantee.*

* *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.*

PLAT OF JULIWAY ESTATES SUBDIVISION

47.27 ACRES OUT OF ALL OF LOT 4 & 7 AND A PART OR PORTION OF LOT 8
ENGELMAN'S SUBDIVISION VOLUME 2, PAGE 56, MAP RECORDS
HIDALGO COUNTY, TEXAS AND A PART OR PORTION OUT OF
LOT 163 LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION
VOLUME 2, PAGE 56, MAP RECORDS
HIDALGO COUNTY, TEXAS

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: AUGUST, 2014



NUMBER	DIRECTION	DISTANCE
L1	N 00°13'21" E	108.59'
L2	N 89°25'21" E	50.00'
L3	S 00°34'39" E	107.81'

LEGEND
- ◉ 1/2" PIPE FOUND
- ⊗ NAIL SET
- ● 1/2" I.R. SET
- ○ 1/2" IRON ROD FOUND

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
A	24.67'	50.00	28°15'59"	S 30°51'44" W	24.42'
B	133.41'	50.00	152°52'47"	S 59°42'38" E	97.21'
C	51.73'	50.00	59°16'51"	S 15°21'18" W	49.46'
D	41.09'	50.00	47°05'10"	S 37°49'43" E	39.94'
E	40.17'	50.00	46°01'41"	S 84°23'08" E	39.10'
F	25.09'	50.00	53°43'16"	N 58°13'30" E	24.83'

METES AND BOUNDS

A TRACT OF LAND CONTAINING 47.27 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING ALL OF LOT 4 & 7 AND A PART OR PORTION OF LOT 8, ENGELMAN'S SUBDIVISION, MAP REFERENCE: VOLUME 2, PAGE 56, M.R.H.C., AND A PART OR PORTION OUT OF LOT 163, LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION, MAP REFERENCE: VOLUME 2, PAGE 42, M.R.H.C. AND SAID 47.27 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING ON A SET 1/2 IRON ROD ON THE NORTHEAST CORNER OF SAID LOT 4, THE WEST LINE OF LOT 9 OF SAID ENGELMAN'S SUBDIVISION AND THE SOUTH RIGHT-OF-WAY LINE OF DONNA IRRIGATION DISTRICT NO. 1, FOR THE NORTHERN MOST NORTHEAST CORNER OF THIS TRACT AND THE POINT OF BEGINNING;

THENCE, S 00° 34' 39" E, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 748.75 FEET TO A 1/2 IRON ROD SET ON THE SOUTHEAST CORNER OF LOT 8 OF SAID ENGELMAN'S SUBDIVISION AND THE NORTHWEST CORNER OF SAID LOT 7, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, N 89° 25' 21" E, ALONG THE NORTH LINE OF SAID LOT 7, AT A DISTANCE OF 1250.00 FEET PASS A FOUND 1/2" IRON PIPE ON THE WEST RIGHT-OF-WAY LINE OF TEXAS F.M. 493, RECORDED IN VOLUME 938, PAGE 618, D.R.H.C., VOLUME 938, PAGE 620, D.R.H.C., CONTINUING A TOTAL DISTANCE OF 1290.00 FEET TO PK NAIL SET ON THE COMMON EAST CORNER OF SAID LOT 7 AND LOT 8 IN THE RIGHT-OF-WAY OF SAID TEXAS F.M. 493, FOR THE SOUTHERN MOST NORTHEAST CORNER OF THIS TRACT;

THENCE, S 00° 34' 39" E, ALONG THE EAST LINE OF SAID LOT 7 AND THE RIGHT-OF-WAY OF SAID TEXAS F.M. 493, AT A DISTANCE OF 447.25 FEET PASS THE COMMON EAST CORNER OF SAID LOT 7 AND LOT 163, CONTINUING A TOTAL DISTANCE OF 1091.90 FEET TO A PK NAIL SET ON THE NORTHEAST CORNER OF ABEL SUBDIVISION PHASE I, RECORDED IN VOLUME 29, PAGE 126, M.R.H.C., FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, S 89° 25' 21" W, ALONG THE NORTH LINE OF SAID ABEL SUBDIVISION PHASE I, AT A DISTANCE OF 40.00 FEET FOUND 3/" IRON ROD PASS THE WEST RIGHT-OF-WAY LINE OF SAID TEXAS F.M. 493, CONTINUING A TOTAL DISTANCE OF 1290.00 FEET TO A 1/2 IRON ROD FOUND ON AN INSIDE CORNER OF ABEL SUBDIVISION PHASE II, RECORDED IN VOLUME 30, PAGE 135, M.R.H.C., FOR THE SOUTHERN MOST SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 00° 34' 39" W, ALONG THE EAST LINE OF SAID ABEL SUBDIVISION PHASE II, A DISTANCE OF 644.64 FEET TO A 1/2" IRON PIPE FOUND ON THE NORTHEAST CORNER OF SAID ABEL SUBDIVISION PHASE II, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, S 89° 25' 21" W, ALONG THE NORTH LINE OF SAID ABEL SUBDIVISION PHASE II, A DISTANCE OF 541.28 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH LINE OF ANDERSON ACRES SUBDIVISION, RECORDED IN DOCUMENT NO. 2166561, M.R. H.C. AND THE COMMON SOUTH CORNER OF SAID LOT 4 AND LOT 5 OF SAID ENGELMAN'S SUBDIVISION, FOR THE NORTHERN MOST SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 00° 34' 39" W, ALONG THE COMMON LINE OF SAID LOT 4 AND LOT 5, A DISTANCE OF 1187.50 FEET TO A 1/2" IRON ROD SET ON THE COMMON NORTH CORNER OF SAID LOT 4 AND LOT 5 AND THE SOUTH RIGHT-OF-WAY LINE OF SAID DONNA IRRIGATION DISTRICT NO. 1, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, N 88° 31' 21" E, ALONG THE COMMON LINE OF SAID LOT 4 AND DONNA IRRIGATION DISTRICT NO. 1, A DISTANCE OF 244.24 FEET TO A 1/2" IRON ROD SET, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, N 00° 13' 21" E, A DISTANCE OF 108.59 FEET TO A 1/2" IRON ROD SET, FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, N 89° 25' 21" E, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET, FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, S 00° 34' 39" E, A DISTANCE OF 107.81 FEET TO A 1/2" IRON ROD SET ON THE COMMON LINE OF SAID LOT 4 AND DONNA IRRIGATION DISTRICT NO. 1 CANAL R.O.W., FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, N 88° 31' 21" E, ALONG THE COMMON LINE OF SAID LOT 4 AND DONNA IRRIGATION DISTRICT NO. CANAL R.O.W., A DISTANCE OF 245.58 FEET TO THE POINT OF BEGINNING, CONTAINING 47.27 ACRES OF LAND, MORE OF 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 with, 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 AS NOTED M.F.F.E. (TC+00") ON THE LOTS 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:
FLOOD ZONE DESIGNATION: ZONE "X"(SHADED) LOMR-APP (REMOVAL) UNDER CASE No.15-06-2601P DATED 12-24-2015

ZONE "X" (SHADED) COMMUNITY-PANEL NO. 480334 0450 C EFFECTIVE DATE: JUNE 6, 2000. REVISED TO REFLECT LOMR 12-24-2015 AND ZONE "B" COMMUNITY-PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982.

AREAS OF 500-YEAR, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0450 C CEFFECTIVE DATE: JUNE 6, 2000. REVISED TO REFLECT LOMR 05-30-2002 AND & 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
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 15.00 FEET
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 (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. 70.13 SQUARE CUT ON LINET LOCATED EAST OF FM 493 R.O.W. APPROXIMATE 90 FEET NORTH FROM THE SOUTH EAST CORNER OF PROPERTY.

-->B.M. NO. 2-ELEV. 70.55 SQUARE MARKER ON TOP OF INLET LOCATED SOUTH CURB OF KENNY LANE BETWEEN LOTS 48 AND 49.

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 71,379.00 CUBIC-FEET (1.64 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 JULIWAY 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. NO ACCESS SHALL BE ALLOWED FROM FM 493 ROAD ONTO LOTS 33, 34, 54 AND 55. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE, ACCESS SHALL ONLY BE ALLOWED FROM JOANN AVE. AND KENNY LANE SUBJECT TO THE HIDALGO COUNTY PLANNING DEPARTMENT SITE PLAN REVIEW AS PER PLAT NOTE No.11. THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS.

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.

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF JULIWAY ESTATES 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

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

SOUTHERN VIBE ENTERPRISES, L.P., AS OWNER OF THE 47.27 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED JULIWAY 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
SOUTHERN VIBE ENTERPRISES, 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_____

MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF DONNA, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY HEREIN MY APPROVAL IS REQUIRED.

ATTEST:
_____ _____ _____ _____
MAYOR'S SIGNATURE DATE CITY SECRETARY DATE

PLANNING & ZONING
COMMISSION CERTIFICATION

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS JULIWAY ESTATES CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 201___.

_____
CHAIRPERSON-PLANNING & ZONING COMMISSION

THIS PLAT IS HEREBY APPROVED BY DONNA IRRIGATION DISTRICT No.1 ON THIS, THE_____DAY OF_____, 201___.

_____ 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: _____
_____

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 JULIWAY 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

STATE OF TEXAS
JOSE MARIO GONZALEZ
5571
PROFESSIONAL LAND SURVEYOR

LOCATION MAP

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

JULIWAY ESTATES IS LOCATED APPROXIMATE 700 FEET NORTH OF MILE 15 NORTH RD (ANDERSON RD) WEST OF LA BLANCA RD (FM 493) 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 CENCUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES OUTSIDE THE 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF EDINBURG AND IN THE RURAL AREA OF THE COUNTY. LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 4.

INDEX TO SHEETS OF JULIWAY 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; DONNA IRRIGATION DISTRICT AND HCDD No.1 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.

THE COUNTY OF HIDALGO TEXAS
FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY:_____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE JULIWAY ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

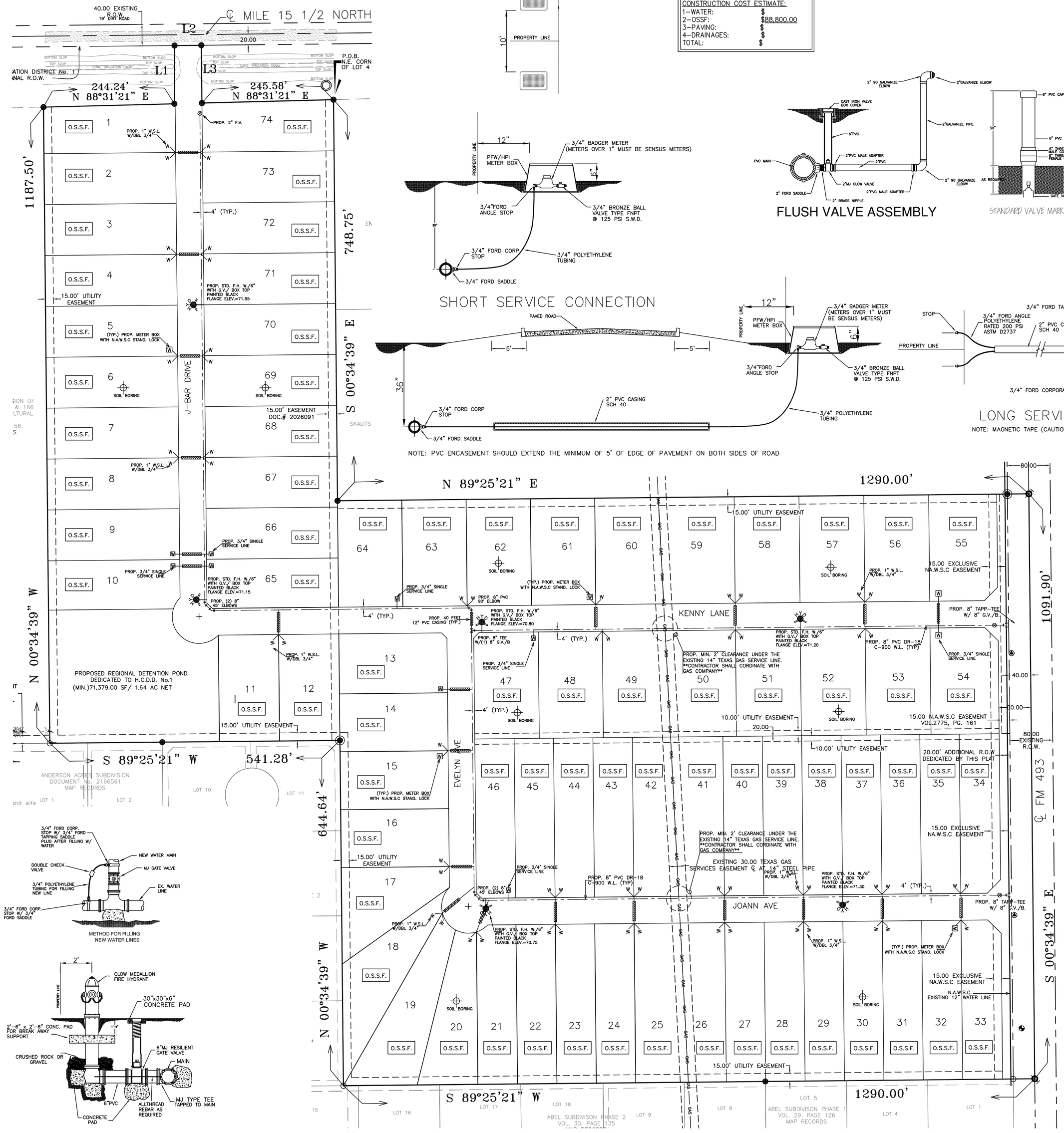
_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

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

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



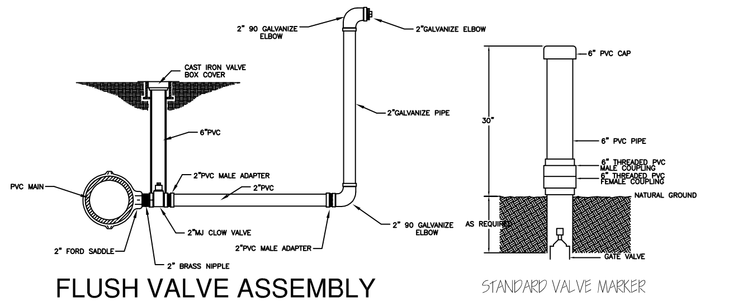
METER BOX

PROPERTY LINE

10'

CONSTRUCTION COST ESTIMATE:	
1-WATER:	$
2-OSSF:	$88,800.00
3-PAVING:	$
4-DRAINAGES:	$
TOTAL:	$

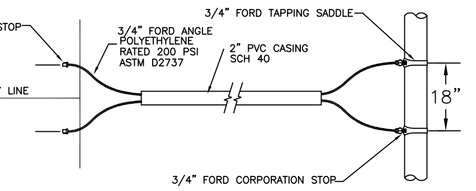
SHORT SERVICE CONNECTION



FLUSH VALVE ASSEMBLY

STANDARD VALVE MARKER

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

METHOD FOR FILLING NEW WATER LINES

FIRE HYDRANT ASSEMBLY

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
JULIWAY 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. AN EXISTING 12" WATER LINE ALONG THE WEST R.O.W. LINE OF FM 493. FROM THESE PREVIOUS MENTIONED 12" WATER LINES WE HAVE INSTALLED FOUR (4) NEW 8" WATER LINES RUNNING WEST ALONG JOANN AVE., KENNY LANE, EVELYN AVE., AND J-BAR DRIVE ENDING WITH A 2" FLUSH VALVE

WATER DISTRIBUTION FOR THE JULIWAY ESTATES SUBDIVISION CONSISTS OF THIRTY TWO (32)-1" DIAMETER DUAL SERVICE LINES AND NINE (9) ¾" SINGLE SERVICE LINES.. 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 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 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: COST AND OPERABILITY DATES
SEWAGE FROM JULIWAY 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 $88,800.00. 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 $_____ 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 $88,800.00 FOR THE ENTIRE SUBDIVISION.

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO
JULIWAY ESTATES SUBDIVISION HA SIDO PROVEÍDA DE AGUA POTABLE POR NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C). EL 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 12" A LADO OESTE DE LA CALLE FM 493. DE ESTA MISMA LINEA PREVIAMENTE MENCIONADA, INTALAREMOS 4 LINEAS NUEVAS DE 8" CON DIRECCION HORIZONTAL POR EL DERECHO DE VILLA DE LA CALLE JOANN AVE., KENNY LANE, EVELYN AVE., Y J-BAR DRIVE TERMINANDO CON UNA BARBULA DE ESCAPE DE 2".

DISTRIBUCIÓN DE AGUA PARA JULIWAY ESTATES SUBDIVISIÓN CONSISTE EN NINE (9) LINEAS DE ¾" SERVICIO SENCILLO Y TREINTA Y DOS (32) 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 $_____ 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 ALGÓN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 6 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.# 122758 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 $88,800.00. 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 $_____ O $_____ POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,200.00 POR SISTEMA A UN COSTO TOTAL DE $88,800.00 TODA LA SUBDIVISIÓN.

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE

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 JULIWAY 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:
SOUTHERN VIBE ENTERPRISES, 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
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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
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JULIWAY ESTATES SUBDIVISION
HIDALGO COUNTY Pct. 4

EXISTING TOPO AND PROPOSED WATER IMPROVEMENTS (NAWSC) AND SEPTIC TANKS

SOUTH VIBE ENTERPRISES, L.P.

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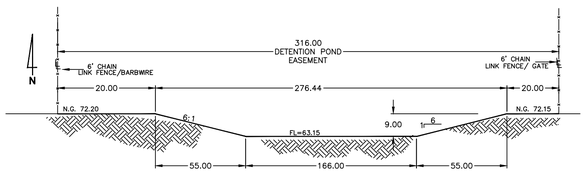
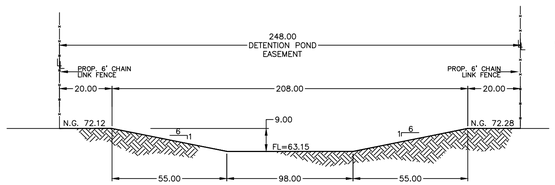
File Name: SEPTIC & WATER



CROSS SECTION B-B DETAIL

N.T.S.



CROSS SECTION A-A DETAIL

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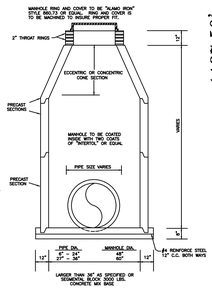
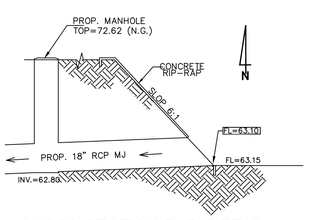


PRECAST CONCRETE MANHOLE DETAIL

NO SCALE



CROSS SECTION D-D DETAIL

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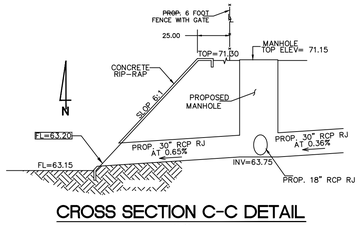

CROSS SECTION C-C DETAIL

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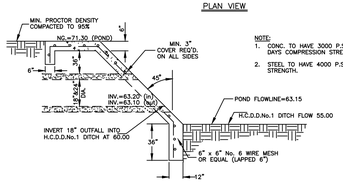
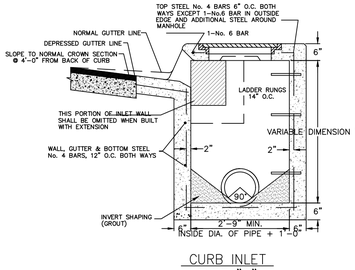


NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. STEEL TO HAVE 4000 P.S.I. YIELD STRENGTH.

JULIWAY ESTATES SUBD. MINI DETENTION POND RIP-RAP AS WELL AS STANDARD DITCH RIP-RAP DETAIL



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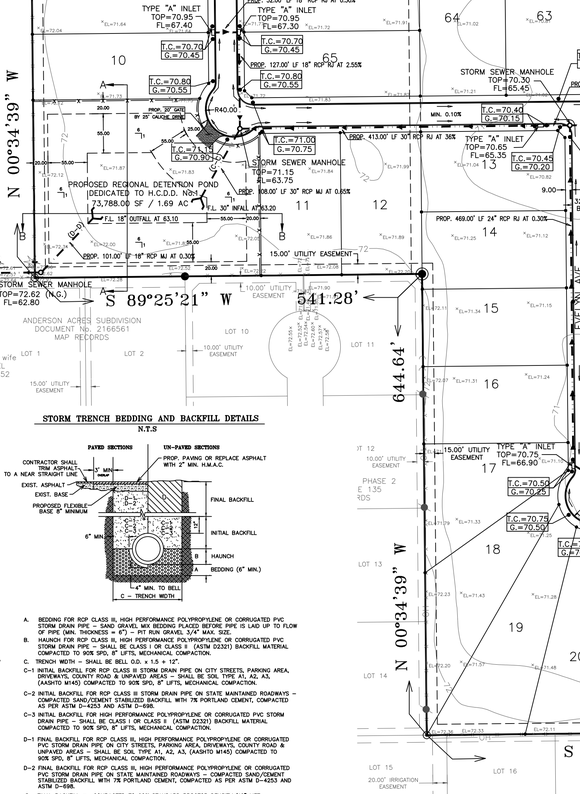


STORM TRENCH BEDDING AND BACKFILL DETAILS

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/STABILIZED SUBGRADE 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 FOR #57 OR #67 PER ASTM D-4253). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 4" (STRUCTURAL BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

NOTE: MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.

THE REFERENCED SUBDIVISION IS A 47.27-AC.TRACT OF LAND LOCATED SOUTH OF M. 15 ½ N. ROAD AND ALONG THE WEST SIDE OF F.M. 493 ROAD. THIS AREA APPEARS TO BE IN THE ETJ OF CITY OF DONNA.

THE PROPOSED USE IS MOSTLY FOR SINGLE-FAMILY RESIDENTIAL LOTS (74). THE NATURAL DRAINAGE IN THE GENERAL AREA IS TO THE NORTH AND EAST INTO THE EXISTING ROADSIDE DITCH RUNNING SOUTH INTO AN EXISTING 24" TXDOT CULVERT, OUT FALLING INTO THE EXISTING DRAINAGE DITCH (DONNA IRR. DIST.) ON THE EAST SIDE OF F.M. 493. THE EXISTING RUNOFF FROM THE SITE FOR A 10-YEAR STORM IS 19.95 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 27.65 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 71,379 CUBIC FEET (1.64 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 18"/24"/30" R.C.P. AS WELL AS AN 18" R.C.P. RESTRICTED OUTFALL CONNECTING TO THE EXISTING HCDD#1 DRAINAGE DITCH TO THE WEST.

FLOOR ELEV. (SEE PLAT NOTE) WILL BE SET ABOVE THE 100 YR. FLOOD. THIS SUBD. IS IN THE FEMA FLOOD ZONE(S): "X" (SHADED), LOMA CASE NO. 00-06-1464A 8/9/2000; "X" (SHADED), C. -P. N. 4803340450C 6/6/2000 REVISED TO REFLECT LOMR 5/30/2002; "B", C -P.N. 4803340425C 11/6/1982

CERTIFICATION:

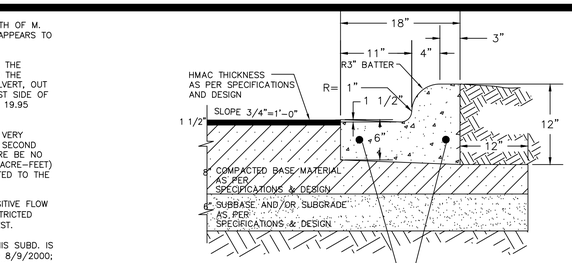
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION IS LOCATED IN ZONE "X" (SHADED) AND ZONE "B", AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. FEMA FLOOD INSURANCE RATE MAPS COMMUNITY PANEL NO. 480334 0450 C REVISED JUNE 6, 2000 REVISED TO REFLECT LOMR 2002, AND COMMUNITY PANEL NO. 480334 0425 C REVISED NOVEMBER 6, 1982, AS WELL AS "X" (SHADED). LOMA CASE No. 00-06-1464A, 08-09-2000.

KAMBIZ S. KHADEMI
P.E. 5767

DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED
PROFESSIONAL ENGINEER

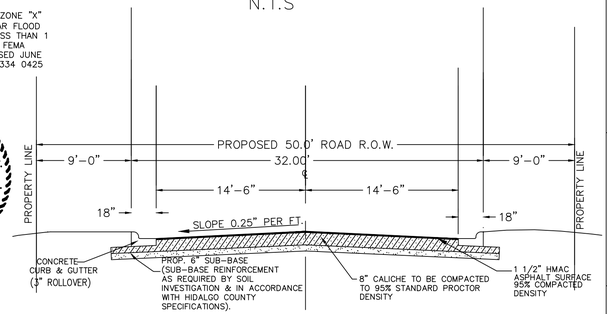
SCALE: 1"=100'



CURB AND GUTTER DETAIL (3" ROLLOVER)

N.T.S

#4 X 24" LONG REF. BARS
REQUIRED AT EXPANSION JOINTS



K K Engineering Consultant
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(FIRM REGISTRATION #F-1334)
410 E. DOVE
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McALLEN, TEXAS 78502
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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'

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JULIWAY ESTATES
SUBDIVISION

HIDALGO COUNTY
Pct. 4

EXISTING TOPO AND PROPOSED PAVING, STORM DRAINAGE AND DETENTION POND

SOUTHERN VIBE ENTERPRISES, L.P.

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File Name: PAVING & DRAIANGE

SHEET 3 OF 3

EROSION GENERAL NOTES:

1. IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER OF COMPLIANCE WITH FEDERAL REGULATIONS. THE CONTRACTOR SHALL PREPARE THE STORM WATER POLLUTION PREVENTION PLAN AND BE SOLELY RESPONSIBLE FOR ITS IMPLENTATION. THE STORM WATER POLLUTION PREVENTION PLAN SHALL MEET THE REQUIREMENTS SET FORTH BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TPDES)GENERAL PERMIT NO. TXR15000 TO DISCHARGE WASTE FROM CONSTRUCTION SITES ISSUED AND EFFECTIVE MARCH 5, 2003.

2. THE STORM WATER POLLUTION PLAN SHOULD ADDRESS THREE GOALS: A) DIVERSION OF UPSLOPE WATER AROUND DISTURBED AREAS OF THE SITE; B) LIMITS THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND C) REMOVAL OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.

3. THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO (EPA).

4. THE CONTRACTOR MUST AMEND PLANS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EFFECTIVE PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE BY THE OWNER.

5. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 14 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.

6. AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE RETAINED AND MADE PART OF THE PLAN.

7. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE POLLUTION PREVENTION PLAN.

8. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR; REGULAR COLLECTION OF WASTE; CONVENIENTLY LOCATED WASTE RECEPTACLES; AND DESIGNATING AND CONTROLLING EQUIPMENT WASHDOWN.

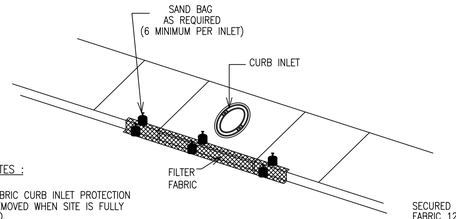
9. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF REQUIREMENTS OF LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.

10. AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.

11. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SWP3). THE WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.

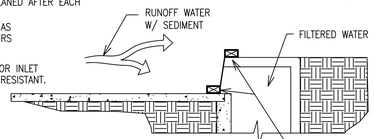
12. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHED AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER.

13. THE CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION EXIT AT ALL TRAFFIC EXIT POINTS PRIOR TO EXITING ONTO ANY PAVED ROADWAY.

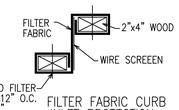


GENERAL NOTES :

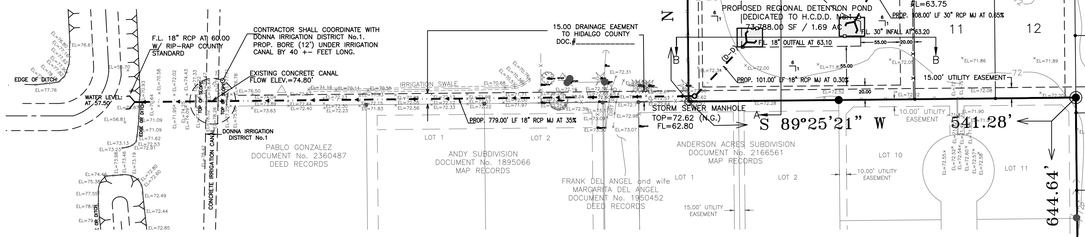
1. FILTER FABRIC CURB INLET PROTECTION TO BE REMOVED WHEN SITE IS FULLY STABILIZED.
2. FILTER FABRIC TO BE CLEANED AFTER EACH RAIN EVENT.
3. 2x4 LUMBER TO BE CUT AS REQUIRED TO FIT CONTOURS OF GUTTER LINE.
4. ALL BAGS TO BE USED FOR INLET PROTECTION, TO BE U.V. RESISTANT.



FILTER FABRIC CURB INLET PROTECTION



FILTER FABRIC CURB
INLET PROTECTION



TEMPORARY SEDIMENT CONTROL FENCE

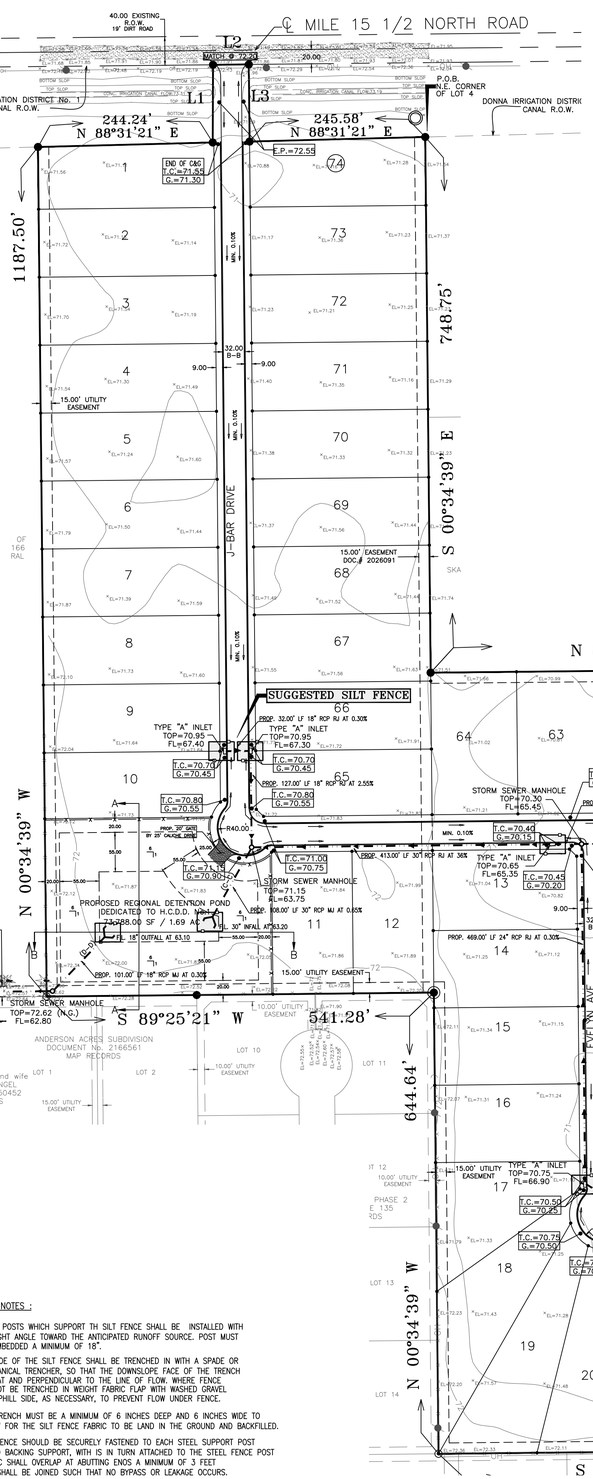
GENERAL NOTES :

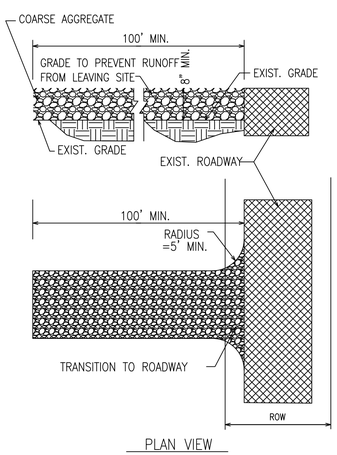
1. STEEL POSTS WHICH SUPPORT TH SILT FENCE SHALL BE INSTALLED WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 18".
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE, AS NECESSARY, TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAND IN THE GROUND AND BACKFILLED.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OF TO BACKING SUPPORT, WITH IS IN TURN ATTACHED TO THE STEEL FENCE POST FABRIC SHALL OVERLAP AT ABUTING ENDS A MINIMUM OF 3 FEET AND SHALL BE JOINED SUCH THAT NO BYPASS OR LEAKAGE OCCURS.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL, REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISTURBED AREA ALONG A CONTOUR TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF. A 2-YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED.

SEDIMENT CONTROL FENCE SHOULD BE SIZED TO FILTER A MAX. FLOW THROUGH RATE OF 100 GPM/FT. SEDIMENT CONTROL FENCE IS NOT RECOMMENEDED TO CONTROL EROSION FROM A DRAINAGE AREA LARGER THAN TWO ACRES.





PLAN VIEW

NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIA. CRUSHED ROCK OR ACCEPTABLE CRUSHED CEMENT CONCRETE.
2. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHAL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
3. THE ENTRANCE SHALL BE PROPERLY GRADED OR INCORPORATE DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
4. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PAVEMENT SURFACES, MUST BE REMOVED IMMEDIATELY.

STABILIZED CONSTRUCTION EXIT
(CONTRACTOR TO CHOOSE LOCATION)

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

REVISION | DATE | BY

DRAWING DATE: AUGUST, 2014
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1" = 100'

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED
PROFESSIONAL ENGINEER

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

JULIWAY ESTATES
SUBDIVISION

HIDALGO COUNTY
Pct. 4

SUGGESTED
EROSION CONTROL PLAN FOR:
SOUTHERN VIBE ENTERPRISES, L.P.

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File Name: EROSION

SHEET 1 OF 1

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 09-01-2015

PROPOSED San Joaquin Ph. 2 SUBDIVISION, PRECINCT No. 1 .

ENGINEER: Quintanilla, Headley & Associates DEVELOPER: Herb Schurlock

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 163 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: Northeast of Val Verde Rd (FM 1423) & Minnesota Rd.

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* Donna *and will be approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 06-06-14 PROPERTY LIES WITHIN FLOOD ZONE: "C" AS PER FEMA.

DRAINAGE DESIGN: Will be provided by a storm drainage pipe system discharging into an existing Donna Irrigation Ditch abutting North of the proposed subdivision to be widened.

ROAD R.O.W. DEDICATION: 30 feet to Minnesota Rd.

H.C.R.O.W. FINAL APPROVAL DATE: 8-05-15 : By, Roy Gonzalez PCT 1 R.O.W. AGENT

H.C.H.D APPROVAL DATE: 07-02-14 by: Elizardo "Chardo" Ramos, Environmental Health Division Manager

SEWER SYSTEM: ☒SANITARY SEWER BY: NAWSC LINE SIZE: 10" LOCATION: Minnesota Rd

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 12" LOCATION: Minnesota Rd

H.C.O.E.C. FINAL APPROVAL DATE: 8-05-15.: 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.

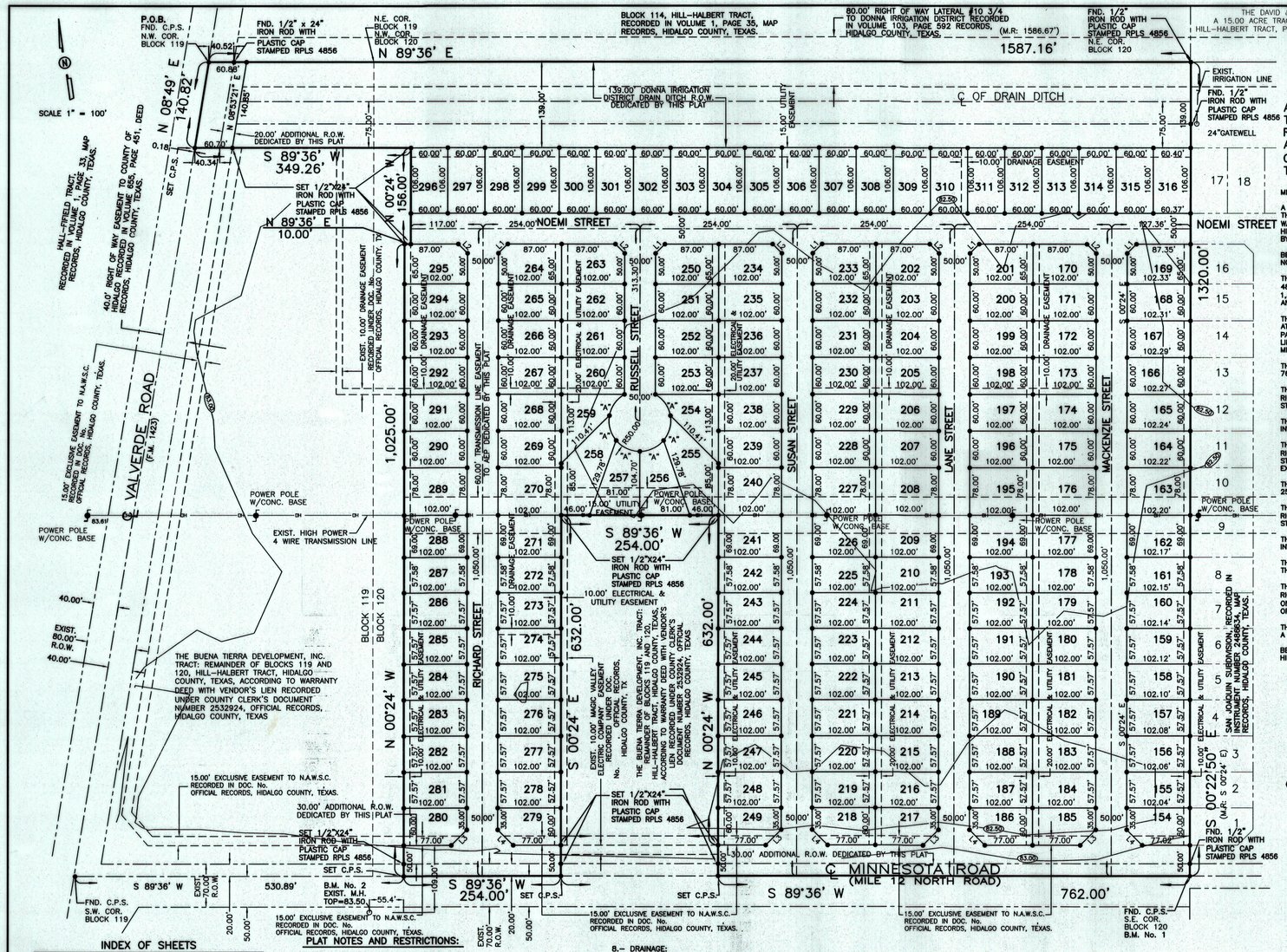
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: 8-25-14

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments.*

☒ **Final Approval** *subject to recommendations other departments*

* *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:

SAN JOAQUIN SUBDIVISION PHASE II

A 36.12 ACRE TRACT OF LAND OUT OF BLOCK 119 AND 120, HILL-HALBERT TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2532924, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

METES AND BOUNDS

A 36.12 ACRE TRACT OF LAND OUT OF BLOCKS 119 AND 120, HILL-HALBERT TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2532924, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND WITHIN THE RIGHT OF WAY OF VALVERDE ROAD (F.M. 1423) FOR THE NORTHWEST CORNER OF BLOCK 119 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; N 89°36' E, ALONG THE NORTH LINE OF BLOCKS 119 AND 120, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 40.52 FEET FOR THE EAST RIGHT OF WAY LINE OF VALVERDE ROAD (F.M. 1423), A TOTAL DISTANCE OF 1,587.16 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE NORTHEAST CORNER OF BLOCK 120 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°22'50" E (MAP RECORD: S 00°24' E), PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 RPLS FOUND AT 100.00 FEET FOR THE SOUTH LINE OF A 100.00 FOOT DONNA IRRIGATION DISTRICT DRAIN DITCH RIGHT OF WAY AND PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND AT 1,300.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MINNESOTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF MINNESOTA ROAD FOR THE SOUTHEAST CORNER OF BLOCK 120 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; S 89°36' W, ALONG THE SOUTH LINE OF BLOCK 120 AND THE CENTERLINE OF MINNESOTA ROAD, A DISTANCE OF 762.00 FEET TO COTTON PICKER SPINDLE SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 00°24' W, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 RPLS SET AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MINNESOTA ROAD, A TOTAL DISTANCE OF 632.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 89°36' W, A DISTANCE OF 254.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 RPLS SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 00°24' E, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 RPLS SET AT 612.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MINNESOTA ROAD, A TOTAL DISTANCE OF 632.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF BLOCK 120 AND IN THE CENTERLINE OF MINNESOTA ROAD FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 89°36' W, ALONG THE SOUTH LINE OF BLOCK 120 AND THE CENTERLINE OF MINNESOTA ROAD, A DISTANCE OF 254.00 FEET TO COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 00°24' W, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 RPLS SET AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MINNESOTA ROAD, A TOTAL DISTANCE OF 1,025.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 89°36' E, A DISTANCE OF 10.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 RPLS SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 00°24' W, A DISTANCE OF 156.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 89°36' W, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 RPLS SET AT 308.92 FEET FOR THE EAST RIGHT OF WAY LINE OF VALVERDE ROAD (F.M. 1423), A TOTAL DISTANCE OF 349.26 FEET TO A COTTON PICKER SPINDLE SET ON THE WEST LINE OF BLOCK 119 AND WITHIN THE RIGHT OF WAY OF VALVERDE ROAD (F.M. 1423) FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°49' E, ALONG THE WEST LINE OF BLOCK 119 AND WITHIN THE RIGHT OF WAY OF VALVERDE ROAD (F.M. 1423), A DISTANCE OF 140.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.12 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SAN JOAQUIN SUBDIVISION, RECORDED IN INSTRUMENT NUMBER 2486634, 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.

ALFONSO QUINTANILLA R.P.L.S. No. 4856

5-28-14
DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT INC., AS OWNER OF THE 36.12 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN JOAQUIN 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.

7-2-15
DATE

BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT INC. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 2nd day of July, 2015

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN JOAQUIN SUBDIVISION PHASE II was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — date

ATTEST:
Hidalgo County Clerk — date

CITY OF DONNA, TX
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN JOAQUIN SUBDIVISION PHASE II was received and approved by the city Council of the City of Donna on July 6, 2015

Dora Munz — 7-16-15
Mayor of the City of DONNA — Date

ATTEST: Martha Alvarado — 7-16-15
Secretary of the City of DONNA — Date

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS 10th DAY OF July, 2015

SECRETARY — PRESIDENT

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:
THIS PLAT SAN JOAQUIN SUBDIVISION PHASE II HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION ON THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS 16th DAY OF July, 2015

ATTEST: SECRETARY — BY: CHAIRMAN PLANNING COMMISSION

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(a). 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 REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

EULALIO RAMIREZ
77062
REGISTERED PROFESSIONAL ENGINEER

7-1-15
DATE

EULALIO RAMIREZ
P.E. No. 77062

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

INDEX OF 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: NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION: CITY APPROVAL CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES, HCID NO. 1 CERTIFICATION, DONNA IRRIGATION DIST. APPROVAL, NORTH ALAMO WSC STATEMENT.

SHEET 2
ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

SHEET 3
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES

REVISION NOTES

No.	Sheet	REVISION	Date	Approved
1	1	CLIPS, P.O.B.	11-24-14	E.R.
		BENCHMARK	11-24-14	A.Q.

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE " C "
AREAS OF MINIMAL FLOODING. (NO SHADING)
COMMUNITY–PANEL NUMBER 480334 0425 C
EFFECTIVE DATE: NOVEMBER 16, 1982

2.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 154 THROUGH 318. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB 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.

6.– MINIMUM BUILDING SETBACK LINES:

FRONT	25.00'
REAR	15.00'
SIDE	6.00'
SIDE ABUTTING STREET	10.00
FRONT CUL–DE–SAC	15.00'

OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES

7.– THIS SUBDIVISION WILL BE PROVIDED BY SANITARY SEWER BY N.A.W.S.C.
CLEARNACES FOR WATER METERS:
AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

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 207,197.08 CUBIC –FEET 4.76 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.
(36.12 ACRES) PHASE II – 145,800.87 cubic feet (3.35 acre–feet)
(14.93 ACRES) PHASE III – 61,396.21 cubic feet (1.41 acre–feet)
(51.33 ACRES) TOTAL= 207,197.08 cubic feet (4.76 acre–feet)

9.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1– ELEV. =84.64 FND. C.P.S. ON MINNESOTA ROAD LOCATED AT SOUTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
B.M. No.2– ELEVATION–83.50 TOP OF EXISTING SANITARY MANHOLE LOCATED 109 FEET SOUTH AND 55.4 FEET WEST OF SOUTHEAST CORNER OF LOT 313 OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.

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.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

14.– LOTS 154, 185, 186, 217, 218, 249, 279, & 280 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO MINNESOTA ROAD.

15.– A 6.0' CHAINLINK FENCE SHALL BE INSTALLED ALONG THE SOUTH SIDE OF THE DRAIN DITCH R.O.W. FOR LOTS 296 THROUGH 316 BY LOT OWNER AT BUILDING PERMIT STAGE.

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 2nd day of July, 2015

BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
154	5809.13	0.13
155	5874.85	0.13
156	5875.98	0.13
157	5877.10	0.13
158	5878.23	0.13
159	5879.36	0.13
160	5880.48	0.13
161	5882.63	0.14
162	7050.86	0.16
163	7972.46	0.18
164	6134.07	0.15
165	6135.29	0.15
166	6136.52	0.15
167	6137.74	0.15
168	6138.96	0.15
169	6539.42	0.15
170	6517.50	0.15
171–175	6120.00	0.14
176	7956.00	0.18
177	5038.00	0.16
178	5873.16	0.13
179–184	5872.14	0.13
185–186	5807.50	0.13
187–192	5872.14	0.13
193	5873.16	0.13
194	7038.00	0.16
195	7956.00	0.18
196–200	6120.00	0.14
201–202	6517.50	0.15
203–207	6120.00	0.14
208	7956.00	0.18
209	7038.00	0.16
210	5873.16	0.13
211–216	5872.14	0.13
217–218	5807.50	0.13

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
219–224	5872.14	0.13
225	5873.16	0.13
226	7038.00	0.16
227	7956.00	0.18
228–232	6120.00	0.14
233–234	6517.50	0.15
235–239	6120.00	0.14
240	7956.00	0.18
241	7038.00	0.16
242–248	5872.14	0.13
249	5807.50	0.13
250	6517.50	0.15
251–253	6120.00	0.14
254	6025.70	0.14
255	6025.70	0.14
256	6835.48	0.16
257	6835.48	0.16
258	6025.70	0.14
259	6025.70	0.14
260–262	6120.00	0.14
263–264	6517.50	0.15
265–269	6120.00	0.14
270	7956.00	0.18
271	7038.00	0.16
272	5873.16	0.13
273–278	5872.14	0.13
279–280	5807.50	0.13
281–286	5872.14	0.13
287	5873.16	0.13
288	7038.00	0.16
289	7956.00	0.18
290–294	6120.00	0.14
295	6517.50	0.15
296–315	6360.00	0.15
316	6400.63	0.15

CURVE DATA CHART			
CURVE	DELTA	RADIUS	LENGTH
"A"	50°00'00"	50.00'	43.63'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 44°36'00" E	21.21'
L2	S 45°24'00" E	21.21'
L3	S 44°36'00" W	35.36'
L4	N 45°24'00" W	35.36'

LOCATION MAP

SCALE: 1": 3000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SAN JOAQUIN SUBDIVISION PHASE II IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE NORTHEAST CORNER OF VAL VERDE ROAD AND MINNESOTA ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,798), SAN JOAQUIN SUBDIVISION PHASE II LIES APPROXIMATELY 1/2 MILE FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. IT LIES IN PCT. 1

PRINCIPAL CONTACTS:

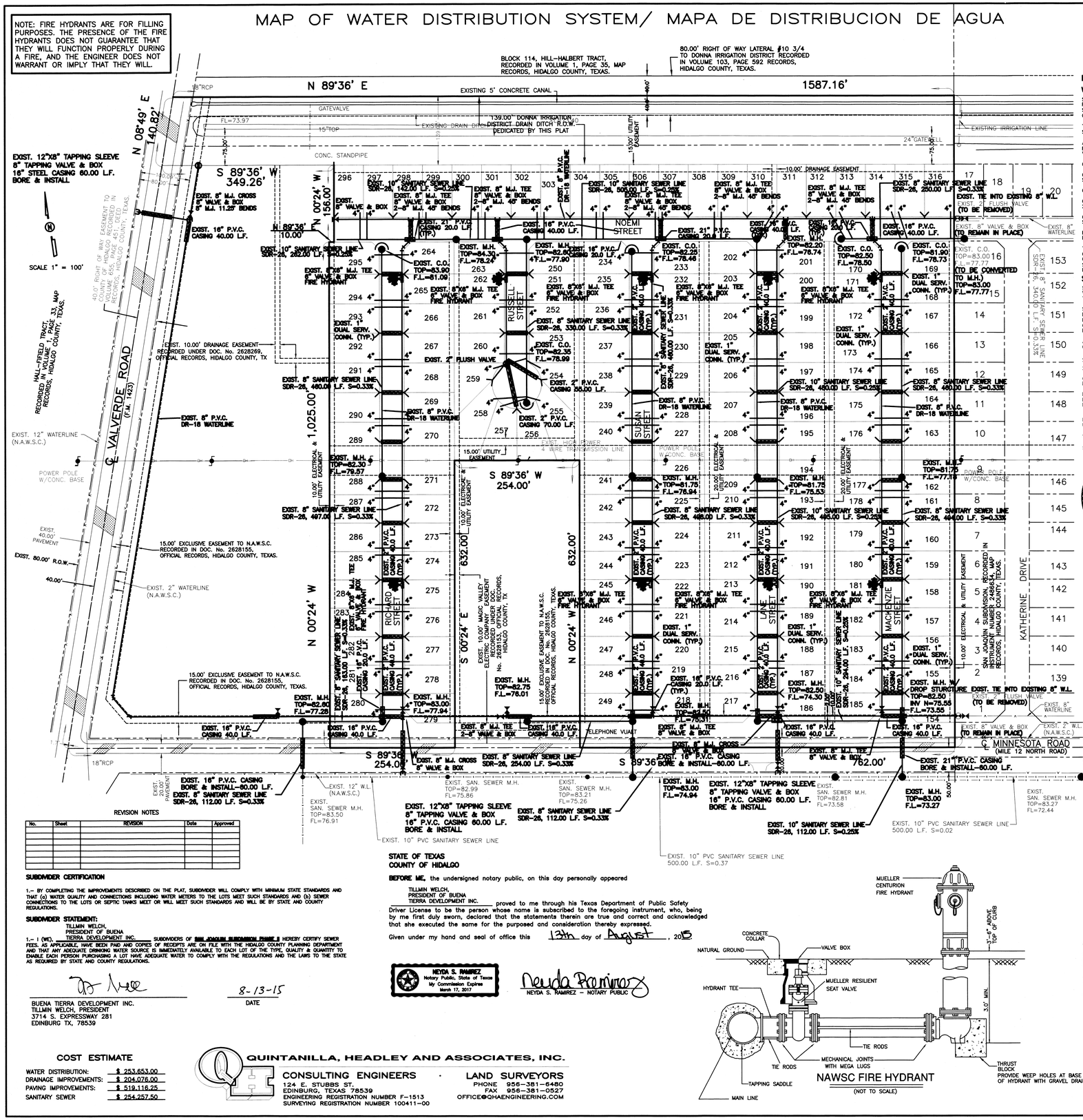
	Name	Address	City & Zip	Phone	Fax
OWNER:	BUENA TIERRA DEVELOPMENT INC. TILLMIN WELCH, PRESIDENT	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	(956)386–0726	(956)380–4395
ENGINEER:	EULALIO RAMIREZ	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 1 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\DONNA\SAN JOAQUIN\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	5–28–14	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
	11–25–2014	LG	A.Q.	E.R.

NOTE: FIRE HYDRANTS ARE FOR FILLING PURPOSES. THE PRESENCE OF THE FIRE HYDRANTS DOES NOT GUARANTEE THAT THEY WILL FUNCTION PROPERLY DURING A FIRE, AND THE ENGINEER DOES NOT WARRANT OR IMPLY THAT THEY WILL.

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

TILLMIN WELCH,
PRESIDENT OF BUENA
TIERRA DEVELOPMENT INC. SUBDIVIDERS OF **SAN JOAQUIN SUBDIVISION PHASE II** HEREBY CERTIFY SEWER

1.– I (WE) FEES, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY PLANNING 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.

BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

8-13-15
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared

TILLMIN WELCH,
PRESIDENT OF BUENA
TIERRA DEVELOPMENT INC. 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 13th day of August, 2015.

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

Neyda Ramirez
NEYDA S. RAMIREZ – NOTARY PUBLIC

COST ESTIMATE

WATER DISTRIBUTION:	$ 253,653.00
DRAINAGE IMPROVEMENTS:	$ 204,076.00
PAVING IMPROVEMENTS:	$ 519,116.25
SANITARY SEWER	$ 254,257.50

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

NAWSC FIRE HYDRANT
(NOT TO SCALE)

SAN JOAQUIN SUBDIVISION PHASE II

A 36.12 ACRE TRACT OF LAND OUT OF BLOCK 119 AND 120, HILL–HALBERT TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2532924, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR SAN JOAQUIN SUBDIVISION PHASE II:

WATER SUPPLY: Description and Costs.

SAN JOAQUIN 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. 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" DIAMETER WATERLINE LOCATED ON THE SOUTH SIDE OF MINNESOTA ROAD, AN 8" DIAMETER WATERLINE THAT STOPS ON THE SOUTHEAST CORNER OF THIS SUBDIVISION, AN EXISTING 8" DIAMETER WATERLINE LOCATED ON THE NORTH SIDE OF NOEMI STREET AND AN EXISTING 12" DIAMETER WATERLINE LOCATED ON THE WEST SIDE OF VAL VERDE ROAD (F.M. 1423).

THE WATER SYSTEM FOR SAN JOAQUIN SUBDIVISION PHASE II, CONSIST OF A 8" DIAMETER WATERLINE THAT TAPS INTO THE EXISTING 8"" DIAMETER WATERLINE ON NOEMI STREET. THE 8" DIAMETER WATERLINE RUNS WEST ALONG THE NORTH SIDE OF NOEMI STREET, ENDING WITH A 8" VALVE AND BOX NEAR THE SOUTHWEST CORNER OF LOT 296.

ANOTHER 8" DIAMETER WATERLINE TAPS INTO THE EXISTING 8" DIAMETER WATERLINE ON THE NORTH SIDE OF MINNESOTA ROAD. ON THE NORTH EAST CORNER OF VALVERDE ROAD AND MINNESOTA ROAD, THE 8" DIAMETER WATERLINE TURNS NORTH AND RUNS ALONG THE EAST SIDE OF VAL VERDE ROAD. IT LOOPS WITH THE 12" DIAMETER WATERLINE ON WEST SIDE OF VALVERDE ROAD, ENDING WITH A 2" FLUSH VALVE ON THE NORTHWEST CORNER OF LITHE SUBDIVISION.

ON MACKENZIE STREET, AN 8" DIAMETER WATERLINE RUNS ALONG THE WEST SIDE OF THE STREET AND LOOPS WITH THE 8" DIAMETER WATER LINES ON NOEMI STREET AND MINNESOTA ROAD.

ON LANE STREET, AN 8" DIAMETER WATERLINE RUNS ALONG THE EAST SIDE OF THE STREET AND LOOPS WITH THE 8" DIAMETER WATERLINES ON NOEMI STREET AND MINNESOTA ROAD AND THE 12" DIAMETER WATERLINE ON THE SOUTH SIDE OF MINNESOTA ROAD.

ON SUSAN STREET, AN 8" DIAMETER WATERLINE RUNS ALONG THE EAST SIDE OF THE STREET AND LOOPS WITH THE 8" DIAMETER WATER LINES ON NOEMI STREET AND MINNESOTA ROAD.

ON RUSSELL STREET, AN 8" DIAMETER WATERLINE CONNECTS TO THE 8" WATERLINE ON NOEMI STREET AND RUNS SOUTH ALONG THE WEST SIDE OF THE STREET. IT ENDS WITH A 2" FLUSH VALVE NEAR THE SOUTHEAST CORNER OF LOT 260.

ON RICHARD STREET, AN 8" DIAMETER WATERLINE RUNS ALONG THE EAST SIDE OF THE STREET AND LOOPS WITH THE 8" DIAMETER WATERLINES ON NOEMI STREET AND MINNESOTA ROAD AND THE 12" DIAMETER WATERLINE ON THE SOUTH SIDE OF MINNESOTA ROAD.

FROM THE 8" DIAMETER WATERLINE, THERE ARE SEVENTY THREE (73) 1" DIAMETER DUAL SERVICE LINES RUN TO PAIR OF LOTS BEFORE SPLITTING INTO TWO 3/4" SERVICE LINES AND SEVENTEEN (17) 3/4" DIAMETER SINGLE SERVICE LINES.

THE 8" LINE, THE DUAL SERVICES, SINGLE SERVICES AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ 253,653.00, OR $ 1,556.15 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 160,850.00, WHICH COVERS THE $ 986.81 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 NINE (9) FIRE HYDRANTS AT A UNIT COST OF $ 2,510.00FOR A TOTAL COST OF $ 22,590.00. THE ENTIRE WATER FACILITIES HAVE BEN 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.

SAN JOAQUIN SUBDIVISION PHASE II WILL BE TREATED BY WASTEWATER SERVICE FROM 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 TREATED THE SUFFICIENT WASTEWATER 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 WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 10" DIAMETER SANITARY SEWER LINE THAT RUNS ALONG THE SOUTH SIDE OF MINNESOTA ROAD.

SAN JOAQUIN SUBDIVISION PHASE II SANITARY SEWER LAYOUT CONSIST OF AN 10" P.V.C. SEWER LINE THAT CONNECTS TO THE EXISTING 10" SANITARY SEWER LINE NEAR MINNESOTA ROAD AND MACKENZIE STREET. THE 10" P.V.C. SEWER LINE CROSSES MINNESOTA ROAD AND TURNS WEST RUNNING ALONG THE NORTH SIDE OF MINNESOTA ROAD. NEAR THE SOUTHWEST CORNER OF LOT 217, THE 10" P.V.C. SEWER LINE TURNS NORTH AND RUNS ALONG THE WEST SIDE OF LANE STREET. NEAR THE NORTH EAST CORNER OF LOT 202, THE 10" P.V.C. SEWER LINE TURNS WEST AND RUNS ALONG THE SOUTH SIDE OF NOEMI STREET, ENDING NEAR THE NORTH EAST CORNER OF LOT 290. ON THE NORTH WEST CORNER OF LOT 256, THE P.V.C. SEWER LINE RUNS SOUTH ALONG THE EAST SIDE OF RUSSEL STREET, ENDING WITH A CLEAN OUT IN FRONT OF LOT 256. FROM THE MANHOLE NEAR LOT 154, AN 8" P.V.C. SANITARY SEWER LINE RUNS NORTH ALONG THE EAST SIDE OF MACKENZIE STREET, ENDING WITH A CLEAN OUT NEAR LOT 170.

ANOTHER 8" P.V.C. SEWER LINE CONNECTS TO THE EXISTING 10" SANITARY SEWER LINE NEAR MINNESOTA ROAD AND SUSAN STREET. THE 8" P.V.C. SEWER LINE RUNS NORTH ALONG THE EAST SIDE OF SUSAN STREET, ENDING WITH A CLEAN OUT NEAR THE NORTHEAST CORNER OF LOT 234. ON THE SOUTHEAST CORNER 249, ANOTHER 8" P.V.C. SEWER LINE RUNS WEST ALONG THE NORTH SIDE OF MINNESOTA ROAD.

ANOTHER 8" P.V.C. SEWER LINE CONNECTS TO THE EXISTING 10" SANITARY SEWER LINE NEAR MINNESOTA AND RICHARD STREET. THE 8" P.V.C. SEWER LINE CROSSES TO A MANHOLE ON THE SOUTH SIDE OF LOT 280. THE 8" P.V.C. SEWER LINE RUNS TO A MANHOLE ON THE SOUTHEAST CORNER OF LOT 280 AND TURNS NORTH. IT RUNS ALONG THE EAST SIDE OF RICHARD STREET, ENDING WITH A CLEAN OUT NEAR THE NORTH EAST CORNER OF LOT 295.

ONE FINAL 8" P.V.C. SEWER LINE CONNECTS TO THE EXISTING 8" SANITARY SEWER LINE LOCATED ON THE SOUTH SIDE OF NOEMI STREET AND RUNS WEST. THE 8" P.V.C. SEWER LINE ENDS WITH A CLEAN OUT LOCATED ON THE NORTHWEST CORNER OF LOT 170.

FROM THE SANITARY SEWER LINES, ONE HUNDRED AND SIXTY THREE(163) 4" DIAMETER SEWER SERVICE LINES RUN FOR EACH LOT. THE 8" SEWER LINES, 10" SEWER LINES, 4" SERVICE LINES AND SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $ 254,257.50 OR $ 1,559.86 PER LOT. THE ENTIRE WASTE 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.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 414,503.00 WHICH EQUALS TO $ 2,542.96 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 254,257.50 WHICH EQUALS TO $ 1,559.86 PER LOT.

STATE OF TEXAS
EUALIO RAMIREZ
77062
REGISTERED PROFESSIONAL ENGINEER

EUALIO RAMIREZ
P.E. No. 77062

1-13-15
DATE

REPORTE FINAL DE INGENIERIA PARA SAN JOAQUIN SUBDIVISION PHASE II:

LA SUBDIVISIÓN SAN JOAQUIN SUBDIVISION PHASE II RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN. N.A.W.S.C. TIENE UNA LINEA DE AGUA EXISTENTE DE 12" DE DIAMETRO QUE CORRE POR EL LADO SUR DE LA CALLE MINNESOTA ROAD, UNA LINEA DE AGUA EXISTENTE DE 8" DE DIAMETRO QUE CORRE POR EL LADO NORTE DE MINNESOTA ROAD Y TERMINA EN LA ESQUINA SUDESTE DE LA SUBDIVISION, UNA LINEA DE AGUA EXISTENTE DE 8" DE DIAMETRO QUE CORRE POR EL LADO NORTE DE LA CALLE NOEMI ROAD Y UNA LINEA DE AGUA EXISTENTE DE 12" DE DIAMETRO QUE CORRE POR EL LADO OESTE DE LA CALLE VAL VERDE ROAD.

EL SISTEMA DE AGUA PARA SAN JOAQUIN SUBDIVISION PHASE II, CONSISTE DE UNA LINEA DE 8" DE DIAMETRO QUE SE CONECTA CON LA LINEA DE AGUA EXISTENTE DE 8" DE DIAMETRO EN NOEMI STREET Y CORRE PARA EL OESTE POR EL LADO NORTE DE LA NOEMI STREET. LA LINEA DE 8" DE DIAMETRO TERMINA CON UNA VALVULA Y CAJA EN LA ESQUINA SUROESTE DE LOTE 296

OTRA LINE DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA EXISTENTE DE 8" DIAMETRO QUE CORRE POR EL LADO NORTE DE MINNESOTA ROAD Y CORRE OESTE POR EL LADO NORTE DE MINNESOTA ROAD. EN LA ESQUINA NORESTE DE LAS CALLES VALVERDE ROAD Y MINNESOTA ROAD, LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA NORTE Y CORRE POR EL LADO ESTE DE LA CALLE VAL VERDE ROAD. ESTA LINEA CONNECTA CON LA LINEA DE AGUA DE 12" DE DIAMETRO QUE CORRE POR EL LADO OESTE DE LA ESQUINA NORESTE DE EL SUBDIVISION.

EN LA CALLE MACKENZIE STREET, UNA LINEA DE AGUA DE 8" DE DIAMETRO CORRE OR EL LADO OESTE DE MACKENZIE STREET Y CONNECTA CON LAS LINEAS DE AGUA DE 8" DE DIAMETRO EN NOEMI STREET Y MINNESOTA ROAD.

EN LA CALLE LANE STREET, UNA LINEA DE AGUA DE 8" DE DIAMETRO CORRE POR EL LADO ESTE DE LANE STREET. ESTA LINA CONNECTA CON LAS LINEAS DE AGUA DE 8" DE DIAMETRO EN NOEMI STREET Y MINNESOTA ROAD Y LA LINEA DE AGUA DE 12" DE DIAMETRO EN EL LADO SUR DE MINNESOTA ROAD.

EN LA CALLE SUSAN STREET, UNA LINEA DE AGUA DE 8" DE DIAMETRO CORRE POR EL LADO ESTE DE SUSAN STREET Y CONNECTA CON LAS LINEAS DE AGUA DE 8" DE DIAMETRO EN NOEMI STREET Y MINNESOTA ROAD.

EN LA CALLE RUSSELL STREET, UNA LINE DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUE DE 8" EN NOEMI STREET Y CORRE SUR POR EL LADO OESTE DE LA CALLE RUSSELL STREET. LA LINEA TERMINA CON UNA VALVULA DE 2" EN LA ESQUINA SUDESTE DE LOTE 260. OTRA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE 8" EN MINNESOTA ROAD Y CORRE NORTE POR EL LADO OESTE DE LA CALLE RUSSELL STREET. LA LINEA TERMINA CON UNA VALVULA DE 2" EN LA ESQUINA NORESTE DE LOTE 260.

EN LA CALLE RICHARD STREET, UNA LINEA DE AGUA DE 8" DE DIAMETRO CORRE POR EL LADO ESTE DE RICHARD STREET. ESTA LINA CONNECTA CON LAS LINEAS DE AGUA DE 8" DE DIAMETRO EN NOEMI STREET Y MINNESOTA ROAD Y LA LINEA DE AGUA DE 12" DE DIAMETRO EN EL LADO SUR DE MINNESOTA ROAD.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN SEVENTA Y TRES (73) DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4 DE PULGADA DE DIÁMETRO PARA CADA LOTE. TAMBIEN HAY DIECISIETE (17) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4 DE PULGADA DE DIÁMETRO PARA CADA LOTE

SE HAN INSTALADO LAS LINEAS DE AGUA DE 8 PULGADAS DE DIÁMETRO, LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, Y LOS CAJAS DE MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE US$ 253,653.00 O US$ 1,556.15 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN LE HA PAGADO A N.A.W.S.C. US$ 160,850.00 QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, US$ 986.81. 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, N.A.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN HA INSTALADO NUEVE (9) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ 2,510.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$ 22,590.00. 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.

SERVICIO DE DRENAJE: Descripcion y Costos.

LA SUBDIVISIÓN SAN JOAQUIN SUBDIVISION PHASE II RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE 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 DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA DE DRENAJE SANITARIO EXISTENTE DE 10" DE DIAMETRO QUE CORRE POR EL LADO SUR LA CALLE MINNESOTA ROAD.

EL SISTEMA SANITARIO PARA LA SUBDIVISION SAN JOAQUIN SUBDIVISION PHASE II, CONSISTE DE UNA LINEA DE DRENAJE DE 10" DE DIAMETRO QUE CONNECTA CON LA LINEA DE DRENAJE SANITARIO EXISTENTE DE 10" DE DIAMETRO EN LA ESQUINA DE MINNESOTA ROAD Y MACKENZIE STREET. LA LINEA DE DRENAJE DE 10" DE DIAMETRO CORRE CRUZA MINNESOTA ROAD Y VOLTE OESTE. EN LA ESQUINA SUDESTE DE LOTE 217, LA LINEA DE DRENAJE DE 10" DE DIAMETRO VOLTEA NORTE Y CORRE POR EL LADO OESTE DE LA CALLE LANE STREET. EN LA ESQUINA NOROESTE DE LOTE 202, LA LINEA DE DRENAJE DE 10" DE DIAMETRO VOLTEA OESTE Y CORRE POR EL LADO SUR DE NOEMI STREET, TERMINANDO EN LA ESQUINA NOROESTE DE LOT 295. EN LA ESQUINA NOROESTE DE LOT 250, OTRA LA LINEA DE DRENAJE DE 8" DE DIAMETRO CORRE SUR POR EL LADO ESTE DE LA RUSSELL STREET, TERMINANDO CON UNA CLEAN OUT IN FRENTE DE LOTE 256.

OTRA LINEA DE DRENAJE DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE DRENAJE DE 10" EN LA ESQUINA DE MINNESOTA ROAD Y SUSAN STREET. LA LINEA DE DRENAJE DE 8" DE DIAMETRO CORRE NORTE POR EL LADO OESTE DE SUSAN STREET, TERMINANDO CON UNA CLEAN OUT EN LA ESQUINA NORESTE DE LOTE 234. EN LA ESQUINA SUDESTE DE LOTE 2249, OTRA LINEA DE DRENAJE DE 8" DE DIAMETRO CORRE OESTE POR EL LADO NORTE DE MINNESOTA ROAD.

UNA MAS LINEA DE DRENAJE DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE DRENAJE EXISTENTE DE 8" DE DIAMETRO LOCALIZADO EN EL LADO SUR DE NOEMI STTREE Y CORRE OESTE. LA LINEA DE DRENAJE DE 8" DE DIAMETRO TERMINA CON UNA CLEAN OUT LOCALIZADO EN LA ESQUINA NOROESTE DE LOTE 170.

LÍNEAS DE 8 PULGADAS, LINEAS DE 10 PULGADAD, SERVICIOUS DE 4 PULGADAS Y ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE US$ O US$ POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

OTRA LINEA DE DRENAJE DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE DRENAJE DE 10" EN LA ESQUINA DE MINNESOTA ROAD Y RICHARD STREET. LA LINEA DE DRENAJE DE 8" DE DIAMETRO CORRE CRUZA MINNASOTA ROAD PARA UN ALCANTARILLO LOCALIZADO EN EL LADO SUR DE LOTE 280. LA LINEA DE DRENAJE DE 8" DE DIAMETRO CORRE A UN ALCANTARILLO LOCALIZADO EN LA ESQUINA SUROESTE DE LOTE 280 Y VOLTEA NOR

SAN JOAQUIN SUBDIVISION PHASE II

A 36.12 ACRE TRACT OF LAND OUT OF BLOCK 119 AND 120, HILL–HALBERT TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2532924, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

MASTER DRAINAGE REPORT FOR SAN JOAQUIN SUBDIVISION PHASE II & III
BY: EULALIO RAMIREZ, P.E.

(36.12 ACRES)	PHASE II	– 145,800.87 cubic feet (3.35 acre–feet)
(14.93 ACRES)	PHASE III	– 61,396.21 cubic feet (1.41 acre–feet)
(51.33 ACRES)	TOTAL=	207,197.08 cubic feet (4.76 acre–feet)

San Joaquin Phase II Subdivision is a 51.33 acre tract of land being the west half and the north fourteen acres of the east half of block one hundred twenty–one (121), Hill–Halbert Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 35, and according to warranty deed with vendor's lien recorded in Document Number 2196343, deed records, Hidalgo County, Texas. This subdivision is located on the Northeast corner of the intersection of Minnesota Road and Val Verde Road (FM 1423). The proposed subdivision will consist of 209 residential and 7 Commercial lots.

The tract is Zone "C" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0425 C, dated on November 16, 1982.

This soil is sandy clay loam and clay loam. This soil is well drained. Permeability is moderate. Plasticity index has a range of 11–30. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 12.29 cubic feet per second based on a 10–year storm.

After development the runoff will be Q= 44.01 cubic feet per second for an increase of Q= 31.72 cubic feet per second. Detention will be 170,239.48 cubic feet (3.91 acre feet) and will be accomplished by excavating this volume within the existing Donna Irrigation Drain Ditch located on the north side of this development. Street runoff will flow into proposed type "A" inlets that drain into two proposed storm sewer system consisting of 18", 24", and 30" drain lines. The proposed drain lines will drain into an existing Donna Irrigation Drain Ditch located north of this subdivision.

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 THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

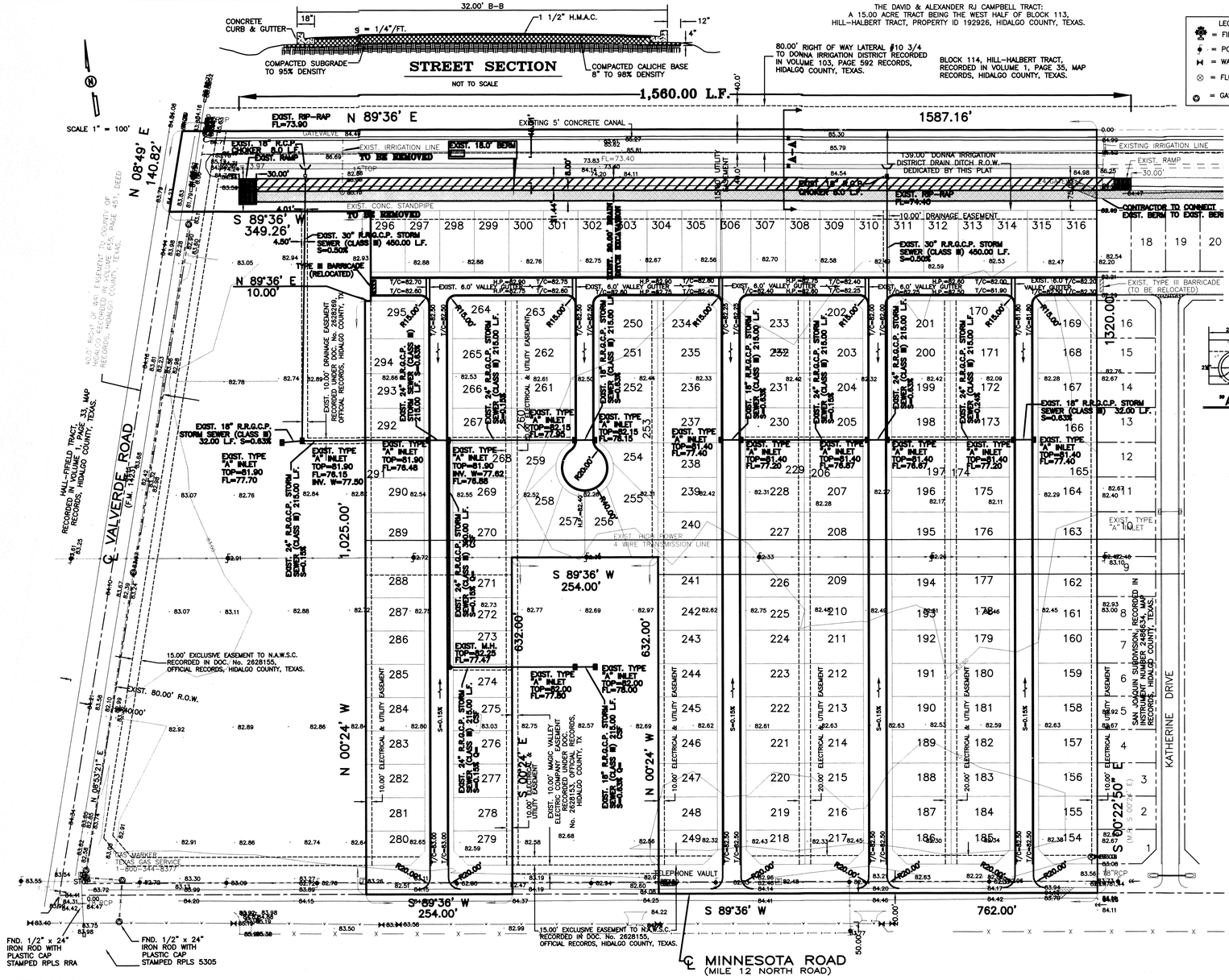
CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100–YEAR FLOODPLAIN FOR ZONE "C" [AREAS DETERMINED TO BE OUTSIDE THE 500–YEAR FLOOD PLAIN] AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C (NOVEMBER 16, 1982) IS CONTAINED WITHIN THE RIGHT–OF–WAY OF STREET AND WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS — EULALIO RAMIREZ — 77082 — REGISTERED PROFESSIONAL ENGINEER

EULALIO RAMIREZ
P.E. No. 77062

8-4-15
DATE


32.00' B–B
CONCRETE CURB & GUTTER
18"
S = 1/4"/FT.
1 1/2" H.M.A.C.
12"
4"
COMPACTED SUBGRADE TO 95% DENSITY
COMPACTED CALICHE BASE 8" TO 98% DENSITY
STREET SECTION
NOT TO SCALE
THE DAVID & ALEXANDER RJ CAMPBELL TRACT: A 15.00 ACRE TRACT BEING THE WEST HALF OF BLOCK 113, HILL–HALBERT TRACT, PROPERTY ID 192926, HIDALGO COUNTY, TEXAS.
80.00' RIGHT OF WAY LATERAL #10 3/4 TO DONNA IRRIGATION DISTRICT RECORDED IN VOLUME 103, PAGE 592 RECORDS, HIDALGO COUNTY, TEXAS.
BLOCK 114, HILL–HALBERT TRACT, RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS.
LEGEND
= FIRE HYDRANT
= POWER POLE
= WATER VALVE
= FLUSH VALVE
= GAS MARKER
1,560.00 L.F.
1587.16'
N 89°36' E
S 89°36' W 349.26'
N 89°36' E 10.00'
S 89°36' W 254.00'
S 89°36' W 254.00'
S 89°36' W 762.00'
N 08°49' E 140.82'
N 00°24' W 1,025.00'
S 00°24' E 632.00'
N 00°24' W 632.00'
S 00°22'50" E 1320.00'
EXISTING 5' CONCRETE CANAL
EXIST. RIP–RAP FL=73.00
EXIST. 18" R.C.P. CHOKER 8.0 L.F.
EXIST. RAMP
EXIST. IRRIGATION LINE
EXIST. 18.0' BERM TO BE REMOVED
EXIST. CONC. STANDPIPE TO BE REMOVED
EXIST. 30" R.R.G.C.P. STORM SEWER (CLASS III) 480.00 LF. S=0.30%
TYPE III BARRICADE (RELOCATED)
EXIST. 10' DRAINAGE EASEMENT
EXIST. 80.00' R.O.W.
EXIST. 15' DRAINAGE EASEMENT RECORDED UNDER DOC. No. 2628269, OFFICIAL RECORDS, HIDALGO COUNTY, TX
EXIST. 6.0' VALLEY GUTTER
EXIST. TYPE "A" INLET TOP=81.90 FL=77.70
EXIST. 18" R.R.G.C.P. STORM SEWER (CLASS III) 32.00 LF. S=0.63%
EXIST. 24" R.R.G.C.P. STORM SEWER (CLASS III) 215.00 LF. S=0.15%
EXIST. 24" R.R.G.C.P. STORM SEWER (CLASS III) 540.15 LF.
EXIST. M.H. TOP=82.25 FL=77.47
EXIST. TYPE "A" INLET TOP=82.00 FL=77.80
EXIST. 15" R.R.G.C.P. STORM SEWER (CLASS III) 215.00 LF. S=0.15%
EXIST. 18" R.R.G.C.P. STORM SEWER (CLASS III) 215.00 LF. S=0.30%
EXIST. 15" R.R.G.C.P. STORM SEWER (CLASS III) 32.00 LF.
EXIST. TYPE "A" INLET TOP=81.40 FL=77.20
EXIST. TYPE "A" INLET TOP=81.40 FL=76.67
EXIST. TYPE "A" INLET TOP=81.40 FL=76.48
EXIST. TYPE "A" INLET TOP=81.90 FL=76.15 INV. W=77.50
EXIST. TYPE "A" INLET TOP=82.15 FL=77.95
EXIST. TYPE "A" INLET TOP=82.15 FL=78.15
EXIST. TYPE "A" INLET TOP=81.40 FL=77.40
EXIST. TYPE "A" INLET TOP=81.90 INV. W=77.62 FL=76.88
EXIST. TYPE "A" INLET TOP=82.00 FL=77.80
EXIST. HIGH POWER 4 WIRE TRANSMISSION LINE
EXIST. 10' ELECTRICAL & UTILITY EASEMENT
EXIST. 10.00' MAGIC VALLEY ELECTRIC COMPANY EASEMENT RECORDED UNDER DOC. No. 2628269, OFFICIAL RECORDS, HIDALGO COUNTY, TX
EXIST. 20.00' ELECTRICAL & UTILITY EASEMENT
EXIST. 10.00' ELECTRICAL & UTILITY EASEMENT
EXIST. 6.00' UTILITY EASEMENT
EXIST. 13.00' UTILITY EASEMENT
EXIST. 40.00' CHOKER 6.0 L.F.
EXIST. RIP–RAP FL=74.40
EXIST. 4.00' CHOKER 6.0 L.F.
EXIST. 8" R.C.P. CHOKER 6.0 L.F.
EXIST. 18" R.C.P. CHOKER 8.0 L.F.
EXIST. 24" R.C.P. CHOKER 8.0 L.F.
EXIST. 30" R.C.P. CHOKER 8.0 L.F.
EXIST. 139.00' DONNA IRRIGATION DISTRICT DRAIN DITCH R.O.W. DEDICATED BY THIS PLAT
EXIST. 30.00'
EXIST. 6.00'
EXIST. 40.00'
EXIST. 85.30'
EXIST. 85.79'
EXIST. 73.83 FL=73.40
EXIST. 73.40
EXIST. 84.54'
EXIST. 84.98'
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EXIST. 84.67'
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EXIST. 82.29'
EXIST. 82.67'
EXIST. 82.40

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 09-01-2015

PROPOSED **Quad Vegas Ranches** SUBDIVISION, PRECINCT No. **1.**

ENGINEER FIRM: **Quintanilla, Headley & Associates** DEVELOPER: **Richard A. Garza**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **8** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **South of Mile 15 ½ North Road approximately ½ mile East of Mile 6 West Road.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of ELSA and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **11-18-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be provided by re-constructing the existing south road side ditch for Mile 15 ½ North Road**

ROAD R.O.W. DEDICATION: **20 feet onto Mile 15 ½ North Road**

H.C.R.O.W. FINAL APPROVAL DATE: **08-05-15** By, **Roy Gonzalez** PCT. 1 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **08-11-15** By, **Elizardo Ramos, Environmental Health Division Manager**

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **JOSE A. GONZALEZ**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **2"** LOCATION: **North of Mile 15 ½ North Road**

H.C.O.E.C. FINAL APPROVAL DATE: **08-10-15** : By **Martin Ramirez, Environmental 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.

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:$ 12,000 For:* ☒*OSSF(S)* 8 ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☒ **Cash Deposit:** *Amount:$ 3,500 For:* ☒*FILLING STATION* 1

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **03-31-2015**

STAFF RECOMMENDS: ☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments and the approval from the City of Elsa.*

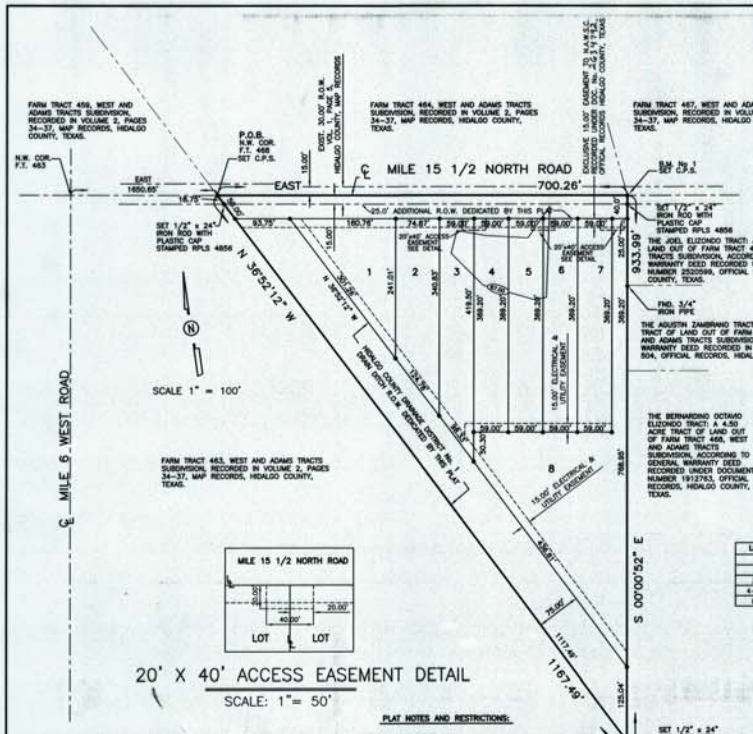
☒ **Final Approval** *with financial guarantee.*

* *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 :

QUAD VEGAS RANCHES

A 7.50 ACRE TRACT OF LAND BEING THE WEST 7.50 ACRES OF THE WEST 15.0 ACRES OF FARM TRACT 468, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2577209, DEED RECORDS, HIDALGO COUNTY, TEXAS.



LOT	AREA (S.F.)	AREA (AC.)
1	21,781.73	0.500
2	21,781.24	0.500
3	22,628.88	0.515
4-7	21,782.80	0.500
8	68,531.16	1.573

METES AND BOUNDS

A 7.50 ACRE TRACT OF LAND BEING THE WEST 7.50 ACRES OF THE WEST 15.0 ACRES OF FARM TRACT 468, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2577208, DEED RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF MILE 15 1/2 NORTH ROAD FOR THE NORTHWEST CORNER OF FARM TRACT 468 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE, EAST, ALONG THE NORTH LINE OF FARM TRACT 468 AND THE CENTERLINE OF MILE 15 1/2 NORTH ROAD, A DISTANCE OF 700.26 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF THE JOEL ELIZONDO TRACT (A 0.53 OF AN ACRE TRACT OUT OF FARM TRACT 468, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2520269, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE, S 00°00'52" E, ALONG THE WEST LINE OF THE JOEL ELIZONDO TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 15.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 15 1/2 NORTH ROAD, AND CONTINUING ALONG THE WEST LINE OF THE JOEL ELIZONDO TRACT, THE WEST LINE OF THE AGUSTIN ZAMBRANO TRACT (A 0.50 OF AN ACRE TRACT OUT OF FARM TRACT 468, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 3247, PAGE 504, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE WEST LINE OF THE BERNARDINO OCTAVO ELIZONDO TRACT (A 4.50 ACRE TRACT OUT OF FARM TRACT 468, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1912763, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A TOTAL DISTANCE OF 933.99 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF FARM TRACT 468 FOR THE SOUTHWEST CORNER OF THE BERNARDINO OCTAVO ELIZONDO TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE, N 38°52'13" W, ALONG THE WEST LINE OF FARM TRACT 468, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,146.74 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 15 1/2 NORTH ROAD, A TOTAL DISTANCE OF 1167.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.50 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH JULIE SUBDIVISION, RECORDED IN VOLUME 27, PAGE 105, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

JUNE 19, 2014
DATE

INDEX TO SHEETS

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, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; H.C. HEALTH DEPARTMENT CERTIFICATION, N.A.W.S.C. R.O.W. CERTIFICATE H.C.I.D. No. 1 CERTIFICATION, HIDALGO COUNTY CERTIFICATION, H.&C.C.I.D. No. 9 CERTIFICATION; REVISION NOTES.

SHEET 2.- WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE, AND COUNTY CLERK'S RECORDING CERTIFICATE AND ENGINEERING CERTIFICATION, REVISION NOTES.

REVISION NOTES

No.	Sheet	Revision	Date	Approved
1		MILE 15 1/2 NORTH RD. ROW	7-22-15	7-23-15
2		ETJ INFORMATION	7-22-15	7-23-15

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (NOT SHADED)
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
COMMUNITY-PANEL No. 480334 0450 C
EFFECTIVE DATE: JUNE 6, 2000

2.- SETBACKS:
FRONT ..... 40.00 FEET
FRONT-LOT 8 ..... 380.00 FEET
REAR ..... 15.00 FEET
SIDE ..... 8.00 FEET
OR EASEMENT WHICHEVER IS GREATER

3.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 1 THROUGH 8. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB 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 PERMIT 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.
B.M. No.1- ELEV.=67.38 ON COTTON PICKER SPINDLE SET ON THE NORTHEAST CORNER OF THE OF THE SUBDIVISION. N.A.V.D. 88 DATUM.

6.- LEGEND ● - DENOTES 1/2"x 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

7.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 111,134.72 CUBIC FEET 2.55 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.

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.- GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
THE OWNER & SUBDIVIDER OF QUAD VEGAS RANCHES RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 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 IF AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

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 SEPARATED DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE 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.- NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM MILE 15 1/2 NORTH ROAD ON TO LOTS 3 THROUGH 8. A 24 FOOT SHARED DRIVEWAY ENTRANCE WITH 18" CULVERT REINFORCED CONCRETE PIPE HAS BEEN CONSTRUCTED BY DEVELOPER BETWEEN LOTS 3 & 4, 5 & 6, AND 7 & 8 TO PROVIDE INGRESS AND EGRESS FROM MILE 15 1/2 NORTH ROAD.
ADDITIONALLY, A 15 FOOT INDIVIDUAL DRIVEWAY ENTRANCE WITH 18" CULVERT REINFORCED CONCRETE PIPE HAS BEEN CONSTRUCTED BY DEVELOPER ON LOTS 1 & 2 TO PROVIDE INGRESS AND EGRESS FROM MILE 15 1/2 NORTH ROAD.

14.- 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.

15.- AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the 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 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

IN WITNESS WHEREOF the said Grantor executed this instrument this 10th day of August, 2015.

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT

APPROVED BY DRAINAGE DISTRICT:

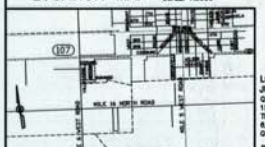
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M.
GENERAL MANAGER

DATE

LOCATION MAP SCALE 1:3000



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
QUAD VEGAS RANCHES IS LOCATED IN EAST HIDALGO COUNTY ON THE EAST SIDE OF MILE 6 WEST ROAD AND SOUTH OF MILE 15 1/2 NORTH ROAD, APPROXIMATELY 1650.65 FEET WEST FROM THE SAID INTERSECTION, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ELSA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ELSA (POPULATION 6,458). QUAD VEGAS RANCHES LIES NEXT TO THE CITY LIMITS AND IS WITHIN THE CITY'S TWO-MILE ETJ UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PRECINCT 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	GARCO, Ltd. BY: GARCO MANAGEMENT, L.L.C. GENERAL PARTNER BY: RICHARD A. GARZA, PRESIDENT	3910 W. FREDDY GONZALEZ DR.	EDINBURG, TX 78539	(956)383-6295	(956)381-9221
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
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC, PARTNER OF GARCO, Ltd. AS OWNER OF THE 7.50 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED QUAD VEGAS RANCHES, 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.

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

8/10/2015
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD A. GARZA PRESIDENT OF GARCO MANAGEMENT LLC, PARTNER OF GARCO, Ltd., 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 10th day of August, 2015

HEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

HEYDA S. RAMIREZ - NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the QUAD VEGAS RANCHES was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — date

ATTEST:
Hidalgo County Clerk — date

HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 CERTIFICATION

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9
DATED THIS 20th DAY OF July, 2015

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCID #9 RIGHT-OF-WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICT'S EXPENSE. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING COMMISSION OF THE CITY OF ELSA HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

Rolando Garza
CHAIRMAN, PLANNING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA
P.E. No. 95534

7-23-15
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF QUAD VEGAS RANCHES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20__.

ENVIRONMENTAL HEALTH DIVISION MANAGER — 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

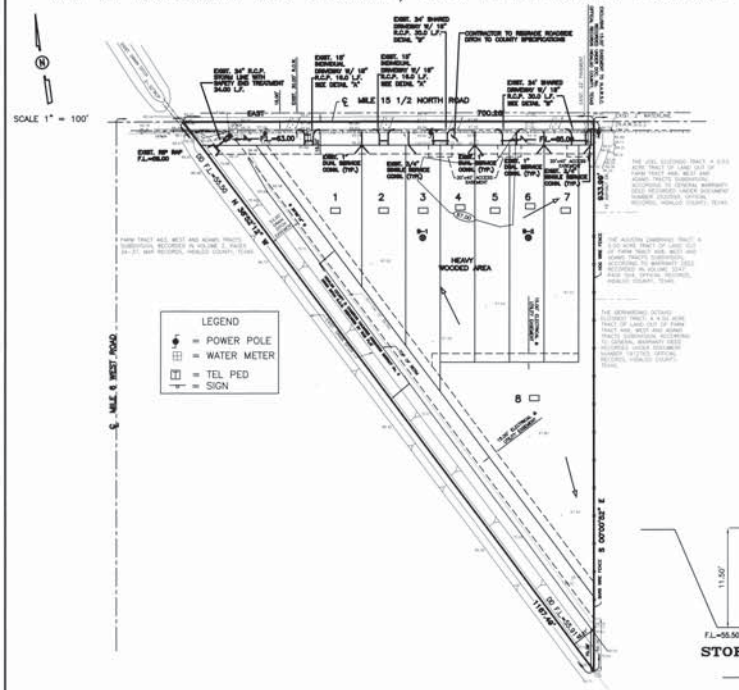
SHEET NO. 1 OF 2 SHEETS

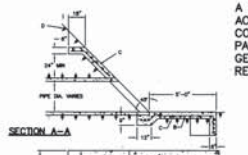
FILENAME = P:\JOBS\SUBDIVISIONS\QUAD VEGAS RANCHES\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
11-08-2014	LG		
7-22-15 REVISED	REVISED BY	CHECKED BY	APPROVED BY
7-23-15	AG	AG	AG

QUAD VEGAS RANCHES

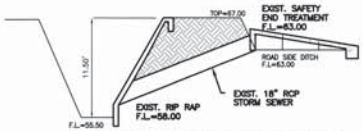
A 7.50 ACRE TRACT OF LAND BEING THE WEST 7.50 ACRES OF THE WEST 15 ACRES OF FARM TRACT 468, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED IN VOLUME 159, PAGE 539, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA
MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE

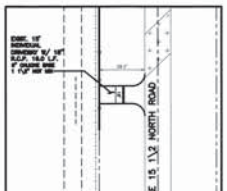




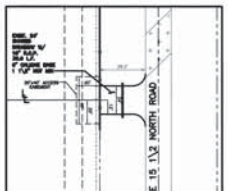
CONCRETE HEADWALL DETAIL (POURED IN PLACE)
N.T.S



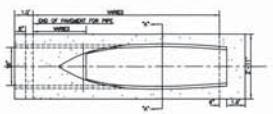
STORM DISCHARGE STRUCTURE (NORTHWEST SIDE)
NOT TO SCALE



SHARED DRIVEWAY DETAIL "A"
SCALE: 1"=50'



SHARED DRIVEWAY DETAIL "B"
SCALE: 1"=50'



PLAN

ELEVATION

"A-A"

B-1 ⊗ TEST BORINGS

□ SEPTIC TANK (OSSF)

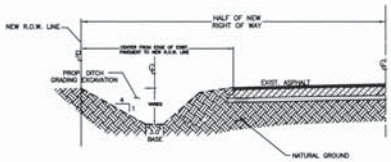
← FLOW DIRECTION OF WATER

COST ESTIMATE

WATER DISTRIBUTION:	$ 3,670.00
DRAINAGE IMPROVEMENTS:	$ 2,638.00
SEPTIC TANK (OSSF):	$ 12,000.00
PAVING IMPROVEMENTS:	$ 19,402.00

W WATER METER BOX — 6" WATER SUPPLY LINE — SERVICE LINES

W CAJA DE MEDIDOR DE AGUA — 6" LINEA DE AGUA — LINEAS DE SERVICIOS



RECONSTRUCTION OF ROAD SIDE DITCH
NOT TO SCALE

DRAINAGE REPORT FOR QUAD VEGAS RANCHES

Quad Ranches Subdivision is a 7.50 acre tract of land being the west 7.50 acres of the west 15 acres of Farm Tract 468, West and Adams Tracts Subdivision, Hidalgo County, Texas, according to the map or plat recorded in Volume 2, Pages 34-37, map records, Hidalgo County, Texas, and according to General Warranty deed recorded in Volume 159, Page 539, Official Records, Hidalgo County, Texas. This subdivision is located approximately 1,650 feet east of Mile 5 West Road and on the south side of Mile 15 ½ North Road. The site is currently agricultural land. The proposed Subdivision will consist of 8 residential lots.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0450 C, dated on June 6, 2000.

The majority of the soil is Sandy Clay Loam and Clay loam. This soil is moderately well drained. Surface runoff is slow. Permeability is slow. Plasticity index has a range of 11-23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q=5.09 cubic feet per second based on a 10-year storm.

After development the runoff will be Q=13.87 cubic feet per second for an increase of Q=8.78 cubic feet per second. Detention will be 11,134.42 cubic feet (0.26 acre feet) in accordance with the County's drainage requirements. The detention will be accomplished by excavating the existing drain ditch along the west side of this subdivision. This drain ditch is being dedicated to the H.C.D.D. No. 1 by this plat. The road side ditch along Mile 15 ½ will be graded to flow west into a proposed 24" storm sewer line that will outfall into the drain ditch. On the exposed end of the pipe, a S.E.T. will be installed.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "X"-UNSHADED (AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD-PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480344 0450 C (DATED: JUNE 6, 2000) IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

ALFONSO QUINTANILLA 95534

ALFONSO QUINTANILLA P.E.
P.E. 95534

8-12-15
DATE

SUBDIVIDER CERTIFICATION

I.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE 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:

RICHARD A. GARZA, PRESIDENT

I.- I (WE), BIC DEVELOPMENT CORPORATION SUBDIVIDERS OF **QUAD VEGAS RANCHES** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER, AS COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

8-12-15
DATE

RICHARD A. GARZA
PRESIDENT OF BIC DEVELOPMENT CORPORATION
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF BIC DEVELOPMENT CORPORATION, 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 12th day of August, 2015.

CLARISSA ANNETTE QUINTANILLA
Notary Public, State of Texas
My Commission Expires
NOVEMBER 4, 2017

CLARISSA ANNETTE QUINTANILLA – NOTARY PUBLIC

FINAL ENGINEERING REPORT FOR QUAD VEGAS RANCHES:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

QUAD VEGAS RANCHES 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 6" DIAMETER WATERLINE RUNNING ALONG THE NORTH SIDE OF MILE 15 1/2 NORTH ROAD.

FROM THE 6" WATERLINE, THREE (3) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SINGLE SERVICE LINES THAT RUN INTO THE WATER METER FOR EACH LOT AND TWO (2) 3/4" SINGLE SERVICE LINES THAT RUN TO THE WATER METER FOR EACH LOT.

THE 1" DUAL SERVICE LINES AND THE WATER METER BOXES WILL BE INSTALLED AT A TOTAL COST OF $ 3,670.00 OR $ 458.75 PER LOT. IN ADDITION, THE SUBDIVIDER WILL PAY N.A.W.S.C. THE SUM OF $ 6,850.00 OR $ 856.25 PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH THE CONNECTION OF THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER OF A LOT, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. IN ADDITION, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A PERSONAL CHECK REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $ 3,500.00, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A ONE (1) FIRE HYDRANT FOR THE SUBDIVISION. 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 QUAD VEGAS RANCHES, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD TWO (2) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 3 AND 6. (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 CLAY LOAM AND SANDY CLAY LOAM (WITH TEXTURE CLASS I) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL. THE 10-YEAR STORM BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, 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 PERSONAL CHECK REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $ 12,000.00, 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 CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES:– THESE FACILITIES WILL BE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ 10,620.00 OR $ 1,327.50 PER LOT.

SEWAGE FACILITIES:– SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 12,000.00 FOR THE ENTIRE SUBDIVISION.

ALFONSO QUINTANILLA 95534

ALFONSO QUINTANILLA P.E.
P.E. 95534

8-12-15
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION QUAD VEGAS RANCHES:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripción y Costos.

QUAD VEGAS RANCHES SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA EXISTENTE DE 6" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO NORTE DE MILE 15 1/2 NORTH ROAD.

DE LA LINEA DE 6" DE DIAMETRO, SE DESPRENDEN TRES (3) SERVICIOS DOBLES DE 1" DE DIAMETRO QUE CORREN EN PARES HACIA LOS LOTES PARA DESPUES DIVORSE EN DOS SERVICIOS SENCILLOS DE 3/4" DE PULGADAS Y DOS (2) SERVICIOS SENCILLOS DE 3/4" DE PULGADA DE DIAMETRO QUE CORREN HACIA LOS MEDIDORES DE CADA LOTE.

LAS LINEAS DE SERVICIO DOBLE DE 1" DE DIAMETRO, LAS LINEAS DE SERVICIO SENCILLO DE 3/4" DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA SERAN INSTALADAS A UN COSTO TOTAL DE US$ 3,670.00 O US$ 458.75 POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ 6,850.00 O US$ 856.75 POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXIONES Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE LLAME UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN CHEQUE PERSONAL REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE US$ 3,500.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UNO (1) BOCAS DE RIEGO (FIRE HYDRANT) POR EL SUBDIVISION. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripción y Costos.

EL DRENAJE DE QUAD VEGAS RANCHES, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCE 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 DOS (2) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 3 Y 6. (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADO). EL SUELO ES UN MARGA DE BARRO ARENOSO Y MARGA DE BARRO (CON TEXTURA CLASE I) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). 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 SEPTICAS POR SOLAR SON US$ 1,500.00, 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 PROPORCIONARÁ UNA GARANTÍA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN CHEQUE PERSONAL REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE US$ 12,000.00, 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 PERMITIR 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), 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 (TODO INCLUSO) SERA CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ 10,620.00 O US$ 1,327.50 POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $1,500.00 A UN COSTO TOTAL DE $ 12,000.00 TODA LA SUBDIVISIÓN.

ALFONSO QUINTANILLA 95534

ALFONSO QUINTANILLA P.E.
P.E. 95534

8-12-15
DATE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

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

SHEET NO. 2 OF 2 SHEETS

FILENAME = P:\DGN\SUBDIV\VCT\QUAD RANCHES\SPLAT

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
11-19-2014	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

Hidalgo County
Planning
Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

From: T.J. ARREDONDO, CFM, DIRECTOR OF PLANNING

Date: AUGUST 10, 2015

Re: CORONADO SUBDIVISION – PCT. 1

ON JULY 22, 2014, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE (1) SEPTIC TANK SYSTEM HAS BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$1,500.00
1ST REIMBURSEMENT	$1,500.00
BALANCE REMAINING	$0

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

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1304 S. 25th Street
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Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date June 2 20 14

Received of: Amador Coronado $ 1500.00

One thousand five hundred + 00/100 Dollars

Subdivision: Coronado Subd.

Cash ✓ Check # _____ M.O. # _____

Received by: Gloria Castillo

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 70108 - 2/4

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	

○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	

○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank -	1500.00
Other	
TOTAL	1500.00

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-FD-0001

HEALTH DEPARTMENT
COUNTY OF HIDALGO

August 10,2015
Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: CORONADO SUBDIVISION

Dear Mr. T.J. Arredondo:

According to our records, **1** of **1** lots in **CORONADO SUBDIVISION** have septic tank systems installed and can be expected to function properly, **CORONADO SUBDIVISION** is located on **Victoria Rd.** & **Mile 9 in** Donna, **Tx.**

Sincerely,

Elizardo Ramos
Environmental Health
Division Manager

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County
Planning
Department

T.J. Arredondo, CFM
Director of Planning

Main Office
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MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **T.J. ARREDONDO, CFM, DIRECTOR OF PLANNING**

Date: **AUGUST 26, 2015**

Re: **SUNFLOWER GARDENS SUBDIVISION – PCT. 4**

ON MARCH 17, 2015, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF TWENTY FOUR THOUSAND FOUR HUNDRED FORTY DOLLARS ($24,440.00) WAS USED TO SECURE THE FUNDS FOR THE SUBDIVISION LOTS PAD FILL.

THE DEVELOPER IS REQUESTING THE REIMBURSEMENT IN THE AMOUNT OF TWENTY FOUR THOUSAND FOUR HUNDRED FORTY DOLLARS ($24,440.00) FROM THE CASH DEPOSIT. ATTACHED IS AN ONSITE INSPECTION REPORT FROM OUR DEPARTMENT DOCUMENTING THAT THE IMPROVEMENTS HAVE BEEN COMPLETED.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF TWENTY FOUR THOUSAND FOUR HUNDRED FORTY DOLLARS ($24,440.00) FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$24,440.00
1ST REIMBURSEMENT	$24,440.00
BALANCE REMAINING	$0

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date 3/06 20 15

Received of: Girasol Development Group, LLC. $ 24,440.00

twenty four thousand four hundred forty 00/100 Dollars

Subdivision: Sunflower Gardens-

Cash ____ Check # 1066 M.O. # ____

Received by: Flor Castillo

o UTILITY CERTIFICATE REVIEW FEE
Acct # - 1100-341-30-210-003-0-000
Permit No. ____
TOTAL

o SUBDIVISION FEES
Acct # - 1100-341-30-210-001-0-000
Filing / Review Fee
2% Inspection Fee
Maps
Subd. Rules Book
Other
TOTAL

o ESCROW
1/3 Paving
Septic Tank -
Acct # - 1100-211-00-000-018-0-000
Other $ 24,440.00 Bad 4/11
Acct # - 1100-211-00-000-026-0-000
TOTAL $ 24,440.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 1
RECEIPT
71516 -2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

Ph#802-7997 TXDL#06720790
Ph# 381-0781. DOB: 11-18-50.

1066

GIRASOL DEVELOPMENT GROUP LLC
PO BOX 959
EDINBURG, TX 78540-0959

RIO BANK
MAIN BANKING CENTER
MCALLEN, TEXAS 78502
88-1544-1149

3/6/2015

PAY TO THE ORDER OF Hidalgo Co. Planning Dept. $ **24,440.00

Twenty-Four Thousand Four Hundred Forty and 00/100********** DOLLARS

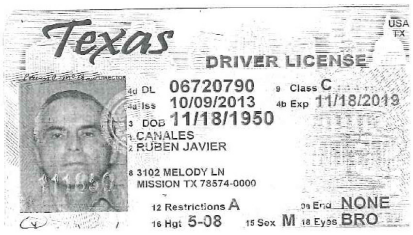
Hidalgo Co. Planning Dept.

MEMO

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈001066⑈ ⑆114915447⑆ 1297848⑈



Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

PLANNING DEPARTMENT
County of Hidalgo

Rev. 06-03-15

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

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Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
Director of Planning

Precinct 1 2 3 4

Application No: DIA Date: 8-25-15

ON-SITE INSPECTION FORM

Name: Girasol Development Telephone No.: 318-2840. Office.

Subdivision: Sun Flower Gdns Subdivision

Lot: 1-69 Block: _____ Tract: _____

Location: North on Brushline from Monte Cristo Rd.

Type of Inspection

- ☐ Setback Inspection ☐ Ready to Pour Foundation ☐ Move-In
- ☐ Gather Pictures/Information of Site (Complaint)
- ☐ Check if Drainage Swale has been covered (Complaint)
- ☐ Verify Removal of 2nd Structure for Compliance with Affidavit
- ☑ Other: Verify the following improvements have been completed. Asphalt, Street Signs, stop bars & fence for pond.
- ☑ Complaint: Fill pads on specified lots.

Commercial Only:

Parking Lot: ☐ Asphalt ☐ Concrete ☐ Caliche ☐ None

Detention Area: ☐ Existing ☐ Under Construction ☐ None

☐ Approved ☐ Denied Comments: All paving has been completed, Street signs and stop bars have been installed. Fence for detention pond has been installed. All fill pads are complete.

Attachments: All pictures are on server Noticed Issued: ☐ Yes ☐ No

Notice Left with/on: _____ Notice No: _____

Inspector: [signature] Date On-Site Inspection Conducted: 8-25-15

Hidalgo County
Planning
Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
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Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **T.J. ARREDONDO, CFM, DIRECTOR OF PLANNING**

Date: **AUGUST 26, 2015**

Re: **SUNFLOWER GARDENS SUBDIVISION – PCT. 4**

ON MARCH 17, 2015, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF TWO HUNDRED THIRTY SIX THOUSAND SIX HUNDRED NINETY SIX DOLLARS AND SIXTY SEVEN CENTS ($236,696.67) WAS USED TO SECURE THE FUNDS FOR ROAD PAVING AND OTHER IMPROVEMENTS.

THE DEVELOPER IS REQUESTING THE REMAINING REIMBURSEMENT IN THE AMOUNT OF TWENTY TWO THOUSAND TWO HUNDRED NINE DOLLARS AND THIRTEEN CENTS ($22,209.13) FROM THE CASH DEPOSIT. ATTACHED IS AN ONSITE INSPECTION REPORT FROM OUR DEPARTMENT DOCUMENTING THAT ROAD PAVING AND OTHER IMPROVEMENTS HAVE BEEN COMPLETED.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE REMAINING CASH DEPOSIT IN THE AMOUNT OF TWENTY TWO THOUSAND TWO HUNDRED NINE DOLLARS AND THIRTEEN CENTS ($22,209.13) FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$236,696.67
1ST REIMBURSEMENT	$214,487.54
2ND REIMBURSEMENT	$ 22,209.13
BALANCE REMAINING	$0

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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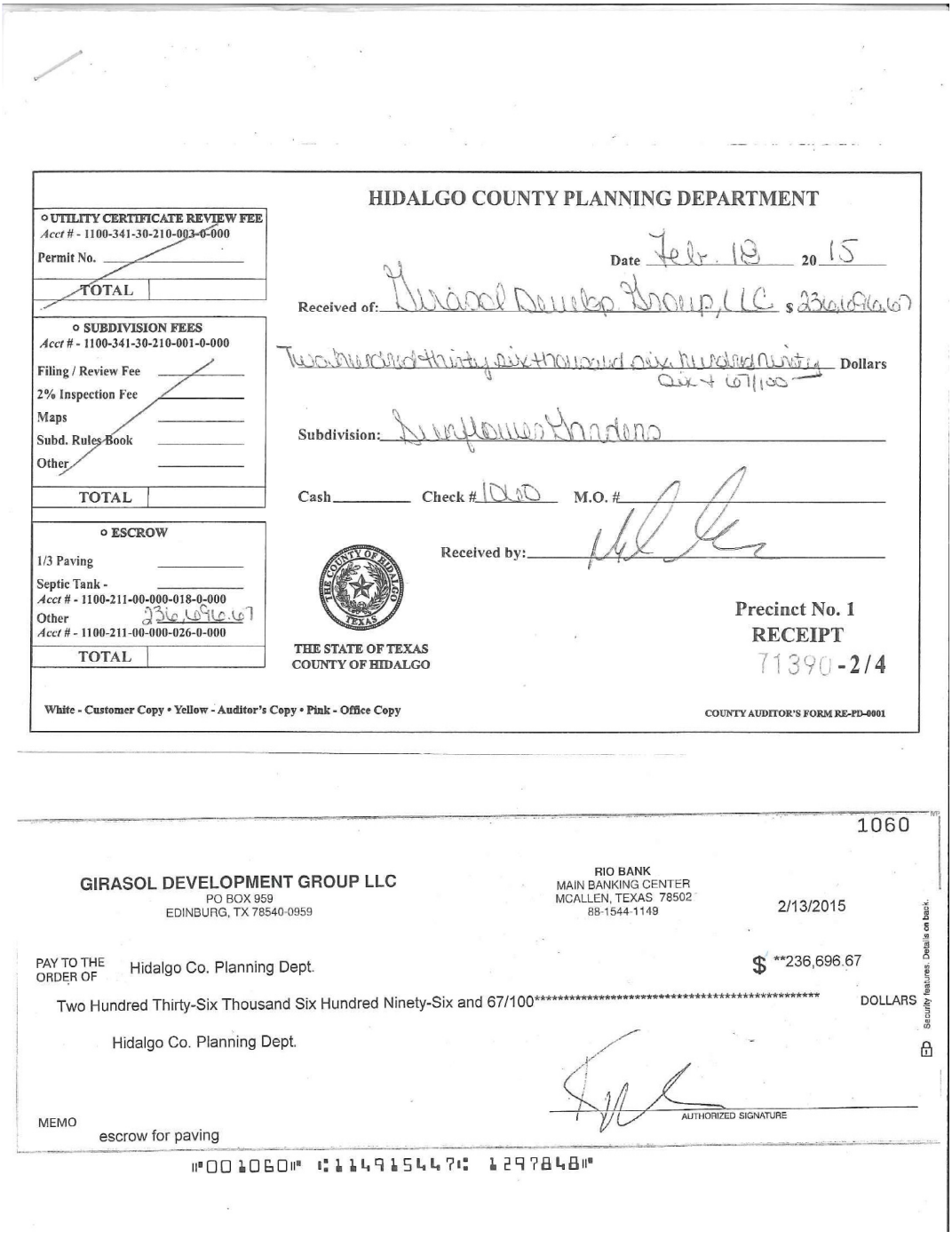
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049



HIDALGO COUNTY PLANNING DEPARTMENT

Date Feb. 18 20 15

Received of: Girasol Develop. Group, LLC $ 236,696.67

Two hundred thirty six thousand six hundred ninety six 67/100 Dollars

Subdivision: Sunflower Gardens

Cash _____ Check # 1060 M.O. # _____

Received by: _____

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 1
RECEIPT
71390-2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

o UTILITY CERTIFICATE REVIEW FEE
Acct # - 1100-341-30-210-003-0-000
Permit No. _____
TOTAL

o SUBDIVISION FEES
Acct # - 1100-341-30-210-001-0-000
Filing / Review Fee _____
2% Inspection Fee _____
Maps _____
Subd. Rules Book _____
Other _____
TOTAL

o ESCROW
1/3 Paving _____
Septic Tank - _____
Acct # - 1100-211-00-000-018-0-000
Other 236,696.67
Acct # - 1100-211-00-000-026-0-000
TOTAL

1060

GIRASOL DEVELOPMENT GROUP LLC
PO BOX 959
EDINBURG, TX 78540-0959

RIO BANK
MAIN BANKING CENTER
MCALLEN, TEXAS 78502
88-1544-1149

2/13/2015

PAY TO THE ORDER OF Hidalgo Co. Planning Dept. $ **236,696.67

Two Hundred Thirty-Six Thousand Six Hundred Ninety-Six and 67/100********** DOLLARS

Hidalgo Co. Planning Dept.

AUTHORIZED SIGNATURE

MEMO escrow for paving

Security features. Details on back.

⑈001060⑈ ⑆114915447⑆ 129784⑈

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

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Edinburg, Texas 78542
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PLANNING DEPARTMENT
County of Hidalgo

Rev. 06-03-15

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956-318-2844

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956-973-7850

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2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
Director of Planning

Precinct 1 2 3 4

Application No: N/A Date: 8-25-15

ON-SITE INSPECTION FORM

Name: Girasol Development Telephone No.: 318-2840 Office

Subdivision: Sun Flower Gdns Subdivision

Lot: 1-69 Block: _____ Tract: _____

Location: North on Brushline from Monte Cristo Rd.

Type of Inspection

☐ Setback Inspection ☐ Ready to Pour Foundation ☐ Move-In

☐ Gather Pictures/Information of Site (Complaint)

☐ Check if Drainage Swale has been covered (Complaint)

☐ Verify Removal of 2nd Structure for Compliance with Affidavit

☑ Other: Verify the following improvements have been completed. Asphalt, Street Signs, stop bars & fence for pond.

☑ ~~Complaint~~: Fill pads on specified lots.

Commercial Only:

Parking Lot: ☐ Asphalt ☐ Concrete ☐ Caliche ☐ None

Detention Area: ☐ Existing ☐ Under Construction ☐ None

☐ Approved ☐ Denied Comments: All paving has been completed, Street signs and stop bars have been installed. Fence for detention pond has been installed. All fill pads are complete.

Attachments: All pictures are on server Noticed Issued: ☐ Yes ☐ No

Notice Left with/on: _____ Notice No: _____

Inspector: [signature] Date On-Site Inspection Conducted: 8-25-15

AI-51116 **Precinct #2** **20. A.**

CC - REGULAR

Meeting Date: 09/01/2015

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

Department: COMM. PCT. #2

Information

CAPTION

1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and the City of Pharr, concerning certain road improvements to Eldora Road from FM 3662 (Jackson Road) to I Road.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding certain Phase I, II, and III road improvements to Eldora Road from FM 3662 (Jackson Road) to I Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-XXX-0-841

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

BUDGETARY IMPACT:

Fund 1345 2014 CO's will be utilized for the Pct 2 Eldora Road Project and funding will be appropriated upon approval of Work Authorization for Phase I of project.

Attachments

Interlocal

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 10:03 AM
Glinda Pacheco	Glinda Pacheco	08/28/2015 01:29 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Erika Zamora		Started On: 08/27/2015 05:39 PM
Final Approval Date: 08/28/2015		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF PHARR, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO ELDORA ROAD FROM FM 3662 (JACKSON RD) TO I RD

THIS agreement is made on this _____ 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, as follows:

WITNESSETH:

WHEREAS, the CITY is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the COUNTY is a county in the State of Texas;

WHEREAS, the CITY and the COUNTY desire to cooperate in making needed road improvements to Eldora Road from FM 3662 (Jackson Rd) to I Road as described in Exhibit A (the "Project");

WHEREAS, The Hidalgo County Metropolitan Planning Organization (HCMPO) has identified the Eldora Road Project within its financially constrained Metropolitan Transportation Plan;

WHEREAS, COUNTY, will be the fiduciary agent for the Project and assume the role of project development lead, for all phases as identified below:

Phase I – Environmental Assessment, Public Involvement, Schematic
Phase II – Plans, Specifications, and Estimate (PS&E)
Phase III – ROW Acquisition Tasks

WHEREAS, the total estimated Phase I, II, & III local cost for the Project is $3,506,018.36;

WHEREAS, the CITY desires to cooperate by contributing a fixed lump sum amount of $937,500.00 to the COUNTY toward the development of Phase I, II, & III for the Project;

WHEREAS, the COUNTY desires to cooperate by contributing the remainder of all costs required for Phase I, II & III for the Project; and

WHEREAS, the COUNTY and the CITY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. COUNTY agrees to complete Phase I, II & III of the Project development, which includes the following:

   Phase I Environmental Assessment, Public Involvement, Schematic,
   Phase II Plans, Specifications, and Estimate (PS&E)
   Phase III ROW Acquisition Tasks

   and as particularly described in that portion of Exhibit A attached hereto and made a part hereof for all purposes that relates to said Phases I, II & III.

2. Eldora Road lies within the jurisdiction of the CITY and connects to FM 3662 and to I Road and is a connecting link or integral part of the regional transportation system of the COUNTY.

3. The total Phase I, II & III for project development cost will be $3,506,018.36.

4. CITY agrees to contribute a fixed lump sum amount of $937,500.00 to COUNTY toward the development of the Phase I, II & III for the Project, of which $468,750.00 will be payable to the COUNTY at time of execution of this agreement and $468,750.00 will be payable on or before September 1, 2016 against invoice from County.

5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

6. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding of succeeding breach of the same or any other provision hereof.

8. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and 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 COUNTY and CITY, and not otherwise.

9. **Amendment:** This Agreement cannot be amended, changed, modified, supplemented or revised unless it is evidenced in writing and signed by all parties to this agreement.

10. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

11. **Notice:** Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Pharr: City of Pharr
Attention: Honorable Ambrosio Hernandez , Mayor
P.O. Box 1729
Pharr, Texas 78577

If to County: Hidalgo County, Texas
Attn: Honorable Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

Copies to: Honorable Eduardo “Eddie” Cantu, Commissioner, Precinct No. 2
300 W Hall Acres Ste G
Pharr, Texas 78577

12. 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 heirs, executors, administrators, legal representatives, 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 the 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 gender neutral, and singular shall include the plural whenever and as often as may be appropriate.

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

19. **Governmental Purpose:** Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

21. Following completion of construction of the Project each party hereto shall maintain the road within their respective jurisdictions where applicable.

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

CITY OF PHARR

By: _____
Ambrosio Hernandez, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:

By: _____

Pharr City Attorney

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

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 regarding certain Phase I, II & III road improvements to Eldora Rd. from FM 3662 (Jackson Rd) to I Road (the "Road"), which lies within the jurisdiction of said city and forms a vital link to the County transportation system through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and the City of Pharr, Texas.

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, L.L.P.

By: _____
Stephen L. Crain

Zimbra **erika.zamora@co.hidalgo.tx.us**

RE: Interlocal Agreement for Pct 2 Eldora Rd Project

From : Steve Crain <scrain@atlashall.com> Fri, Aug 28, 2015 07:26 AM

Subject : RE: Interlocal Agreement for Pct 2 Eldora Rd Project 3 attachments

To : 'Erika Zamora' <erika.zamora@co.hidalgo.tx.us>

Thanks for the highlights. The interlocal looks good.

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Thursday, August 27, 2015 4:59 PM
To: Steve Crain
Subject: Re: Interlocal Agreement for Pct 2 Eldora Rd Project

Attached please find interlocal with the changes highlighted.

Thanks,

Erika Zamora
Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

HIDALGO COUNTY
PRECINCT 2
COMMISSIONER EDDIE CANTU

From: "Steve Crain" <scrain@atlashall.com>
To: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>

Sent: Thursday, August 27, 2015 4:21:03 PM
Subject: RE: Interlocal Agreement for Pct 2 Eldora Rd Project

Can you please mark the changes? Thanks.

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Thursday, August 27, 2015 3:50 PM
To: Stephen L. Crain
Cc: Marynel Trevino
Subject: Re: Interlocal Agreement for Pct 2 Eldora Rd Project

Good afternoon Mr. Crain,

Attached please find the revised interlocal agreement with the City of Pharr for the Eldora Road Project with your requested changes.

Please review and let me know if this will do. We will be placing this agreement on the agenda of 9/1/15 for approval.

Thank you,

Erika Zamora

Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

HIDALGO COUNTY
PRECINCT 2
COMMISSIONER EDDIE CANTU

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
Sent: Friday, August 21, 2015 3:43:24 PM

Subject: FW: Interlocal Agreement for Pct 2 Eldora Rd Project

Please see the attached pdf doc. with Mr. Crain's proposed changes.

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

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

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.

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Friday, August 21, 2015 2:32 PM
To: Steve Crain
Cc: Armando Garza; Eduardo Cantu
Subject: Interlocal Agreement for Pct 2 Eldora Rd Project

Good afternoon Mr. Crain,

Attached please find an interlocal agreement between Hidalgo County and the City of Pharr for the Eldora Road Project.

Commissioner has requested your review of this agreement, so we can proceed to place it on the agenda for Commissioners Court approval on 9/1/2015.

Please let me know if you have any questions.

Respectfully,

Erika Zamora

Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

HIDALGO COUNTY
PRECINCT 2
COMMISSIONER EDDIE CANTU

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image001.png
16 KB

image002.png
16 KB

image003.jpg
5 KB

AI-51086 **Precinct #2** **20. B.**

CC - REGULAR

Meeting Date: 09/01/2015

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

Department: COMM. PCT. #2

Information

CAPTION

1. Requesting approval to rescind action taken on (AI#50785 CC 8/17/2015) ICA between Hidalgo County, City of San Juan, and the City of Alamo for road improvements to Cesar Chavez Road from Nolana Loop to Business 83.
2. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo, City of San Juan, and City of Alamo, concerning certain road improvements to Cesar Chavez Road from Nolana Loop South to Business 83.
3. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding certain Phase I, II, and III road improvements to Cesar Chavez Road from Nolana Loop South to Bus 83.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-121-117-0-731/841

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

BUDGETARY IMPACT:

Fund 1345 2014 CO's will be utilized for the Pct 2 Cesar Chavez Road Project and funding will be appropriated upon approval of Work Authorization for Phase I of project.

Cesar Chavez Road Project is 74% (12,144FT) within the limits of City of San Juan and 26% (4,224FT) within County Limits

Interlocal Agreement will be attached as soon as received from Legal Counsel.

Attachments

ICA
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 10:00 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Erika Zamora		Started On: 08/26/2015 05:45 PM
Final Approval Date: 08/28/2015		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY, THE CITY OF SAN JUAN, AND THE CITY OF ALAMO, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO CESAR CHAVEZ RD. FROM NOLANA LOOP SOUTH TO BUSINESS 83.

THIS agreement is made on this _____ day of _____, 2015 by and among the COUNTY OF HIDALGO,TEXAS, hereinafter referred to as "COUNTY", the CITY OF SAN JUAN, TEXAS, hereinafter referred to as "SAN JUAN", and the CITY OF ALAMO, TEXAS, hereinafter referred to as "ALAMO" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, both SAN JUAN and ALAMO are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, both SAN JUAN and ALAMO are cities created under the laws of Texas;

WHEREAS, the COUNTY is a county in the State of Texas;

WHEREAS, Cesar Chavez Road from Nolana Loop South to Business 83, which traverses within the jurisdictions of SAN JUAN and ALAMO and is a vital North-South road within the COUNTY that is an interconnecting link to the COUNTY roadway system and is in need of expansion to a four lane roadway facility; (the "Road");

WHEREAS, The Hidalgo County Metropolitan Planning Organization (HCMPO) has identified the Cesar Chavez Road project within it's financially constrained Metropolitan Transportation Plan;

WHEREAS, COUNTY, will be the fiduciary agent for this project and assume the role of project development lead, for all phases as identified below:

Phase I – Environmental Assessment, Public Involvement, Schematic
Phase II – Plans, Specifications, and Estimate (PS&E)
Phase III – ROW Acquisition Tasks

WHEREAS, the total estimated Phase I, II, & III local cost for the project is $5,526,816.52;

WHEREAS, SAN JUAN desires to cooperate by contributing a fixed lump sum amount of $1,000,000.00 to COUNTY toward the development of the Phase I, II, & III for the project;

WHEREAS, ALAMO desires to cooperate by contributing a fixed lump sum amount of $1,000,000.00 to COUNTY toward the development of the Phase I, II & III for the project;

WHEREAS, COUNTY desires to cooperate by contributing the remainder of all costs required for Phase I, II & III for the project.

WHEREAS, COUNTY, SAN JUAN and ALAMO are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, ALAMO and its city council find that the improvement of Cesar Chavez serves a public purpose pursuant to the Texas Constitution, art. III, §5-a which requires that a legislature use public money for public purposes.

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

1. COUNTY agrees to complete Phase I, II & III of the project development, which includes the Following:
   Phase I Environmental Assessment, Public Involvement, Schematic,
   Phase II Plans, Specifications, and Estimate (PS&E)
   Phase III ROW Acquisition Tasks
   and is particularly described in that portion of Exhibit A attached hereto and made a part hereof for all purposes that relates to said Phases I, II & III.

2. The Road at various points passes through the jurisdiction of SAN JUAN and ALAMO and forms a connecting link or integral part of the regional transportation system of the COUNTY roads.

3. The total Phase I, II & III for project development cost will be $5,526,816.52.

4. SAN JUAN agrees to contribute a fixed lump sum amount of $1,000,000.00 to COUNTY toward the development of the Phase I, II & III for the project, payable by SAN JUAN to COUNTY on or before October 1, 2015.

5. ALAMO agrees to contribute a fixed lump sum amount of $1,000,000.00 to COUNTY toward the development of the Phase I, II & III for the project, payable by ALAMO to COUNTY at time of execution of this Agreement.

6. San Juan, and County, retains right of way easements on Cesar Chavez Road, and hereby acknowledge ALAMO'S investment in the improvement of Cesar Chavez Road for the public purpose of improving such road for the benefit of the community.

7. San Juan agrees to maintain Cesar Chavez road as a public roadway, and further agrees to maintain the improvements on Cesar Chavez Road, within its municipal limits.

8. 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.

9. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

10. **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 of succeeding breach of the same or any other provision hereof.

11. **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 agreement or representative) and 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 COUNTY, SAN JUAN and ALAMO, and not otherwise.

12. **Amendment:** This Agreement can't be amended, changed, modified, supplemented or revised unless it is evidenced in writing and signed by all parties to this agreement.

13. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

14. **Notice:** Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to San Juan: City of San Juan
Attention: Honorable San Juanita Sanchez, Mayor
709 S. Nebraska St.

San Juan, Texas 78589

If to Alamo: City of Alamo
Attention: Honorable Diana Martinez, Mayor
420 N. Tower Road
Alamo, Texas 78516

If to County: Hidalgo County, Texas
Attn: Honorable Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

Copies to: Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
300 W Hall Acres Ste G
Pharr, Texas 78577

15. 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.

16. **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.

17. **Successors:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

18. **Assignment:** This Agreement shall not be assignable.

19. **Headings:** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

20. **Gender and Number:** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

21. **Authority to Execute:** The execution and performance of this Agreement by Hidalgo County, the City of San Juan and the City of Alamo have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and Cities in accordance with its terms.

22. **Governmental Purpose:** Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

24. Following completion of construction of the Road each party hereto shall maintain the road within their respective jurisdictions where applicable.

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

CITY OF SAN JUAN

By: _____
San Juanita Sanchez, Mayor

ATTEST:

_____
City Secretary

CITY OF ALAMO

By: _____
Diana Martinez, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:
Vasquez Law Firm

By: _____
Gilbert Vasquez
San Juan City Attorney

APPROVED AS TO FORM:

By: _____
Damian Orozco
Alamo City Attorney

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

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 regarding certain Phase I, II & III road improvements to Cesar Chavez Rd. from Nolana Loop South to Business 83 (the "Road"), a section which is in part within the city limits of said cities and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with Hidalgo County the City of San Juan, and the City of Alamo, Texas.

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, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A"
Cesar Chavez Rd.
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

ROADWAY PROJECT: …….....	Ceasar Chavez Rd.
SECTION I LIMITS: …….....	from Nolana Loop South to Business 83
EXISTING ROADWAY SECTION: …….....	2 Lane Rural (Varies)
EXISTING ROW WIDTH: …….....	50' to 70' Varies
PROPOSED ROADWAY SECTION: …….....	4-lane urban w/o Shoulders
PROPOSED ROW WIDTH: …….....	80-FT
LENGTH FOR 4-LANE ROADWAY……	2.8 Miles
ESTIMATED CONSTRUCTION COST ~ (ROADWAY/OUTFALL/SIGNALS)…….....	**$13,900,000.00**

ESTIMATED PROJECT COSTS	*ESTIMATED % LOCAL COST*	***TOTAL ESTIMATED PROJECT COST***	***ESTIMATED LOCAL COST***
WORK AUTHORIZATION NO. 1			
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN			
Environmental Document for TxDOT/FHWA **(18 months)**	100%	$ 174,850.00	$ 174,850.00
Public Involvement for the project with stakeholders and 1 Public Meeting (3 Months)	100%	$ 41,625.00	$ 41,625.00
Archeological and Historical Research	100%	$ 65,000.00	$ 65,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	$ 56,500.00	$ 56,500.00
Schematic for Roadway (TxDOT/FHWA)	100%	$ 225,160.00	$ 225,160.00
Hydrological Map for Outfall Drain Ditch (HCDD#1)	100%	$ 91,000.00	$ 91,000.00
Schematic Design for Outfall (New Location)	100%	$ 49,500.00	$ 49,500.00
Estimated Environmental Document Review Charges by TxDOT	100%	$ 80,000.00	$ 80,000.00
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	100%	$ 57,000.00	$ 57,000.00
Preliminary Compensable Utilities Identification on Schematic	100%	$ 54,000.00	$ 54,000.00
Update Schematic based on comments as provide by TxDOT/FHWA	100%	$ 58,000.00	$ 58,000.00
Engineering Technical Support at Public Hearing with Layouts etc	100%	$ 22,500.00	$ 22,500.00
Public Involvement for 1 Public Hearing	100%	$ 41,625.00	$ 41,625.00
SUB-TOTAL		**$ 1,016,760.00**	**$ 1,016,760.00**
WORK AUTHORIZATION NO. 2			
PHASE II - PS&E and CONSTRUCTION OVERSIGHT			
Field Surveys for Design and Construction	100%	$ 134,400.00	$ 134,400.00
Geotechnical & Pavement Design for TxDOT	100%	$ 119,000.00	$ 119,000.00
PS&E Development Roadway (7% Engineering Fee)	100%	$ 1,053,000.00	$ 1,053,000.00
Update PS&E based on comments as provide by TxDOT (Pharr District and Austin Divisions)	100%	$ 66,000.00	$ 66,000.00
10 ~ Signal Designs & Warrants (BUS83,Carrol Rd., I2, Nebraska, FM495, Sioux Rd., Eldora, Nolana)	100%	$ 250,000.00	$ 250,000.00
Permitted Utilities Coordination to adjust	100%	$ 145,800.00	$ 145,800.00
ROADWAY CONSTRUCTION COST (80/20 minus EDC ~ Reduction to 20% Share)	2.20%	$ 13,900,000.00	$ 305,800.00
Local Let Construction Inspection & Testing (11%) (80/20 minus EDC Reduction to 20% Share)	2.20%	$ 1,529,000.00	$ 33,638.00
Direct State Costs for Review and Oversight (All Engineering Activities) **(Estimated 1.2% of Construction)**	100%	$ 166,800.00	$ 166,800.00
Eng Consultant Construction Management (18 Months)	100%	$ 189,000.00	$ 189,000.00
SUB-TOTAL		**$ 17,553,000.00**	**$ 2,463,438.00**
WORK AUTHORIZATION NO. 3			
PHASE III - ROW Acquisition			
Complete ROW Map (Estimated 77 Parcels)	100%	$ 300,300.00	$ 300,300.00
Right-of-Way Costs - Acq.Services @ (est. 77 Parcels @ $13,800/Parcel Avg.)	100%	$ 1,062,600.00	$ 1,062,600.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 162,000.00	$ 162,000.00
Estimated Condemnation Attorney Fee's (Est 15 ED's @ $15,000 each)	100%	$ 225,000.00	$ 225,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 5.63 Ac. @ $4.5/ sq ft) (80/20)	20%	$ 1,103,592.60	$ 220,718.52
Right-of-Way Costs - High Pressure Gasline Adjustment (80/20)	20%	$ 120,000.00	$ 24,000.00
COMPENSABLE UTILITY (Water, Sewer, Telephone, Electricity, etc.) (80/20) **PRELIMINARY**	20%	$ 260,000.00	$ 52,000.00
SUB-TOTAL		**$ 3,233,492.60**	**$ 2,046,618.52**
ESTIMATED TOTAL		**$ 21,803,252.60**	**$ 5,526,816.52**

Work Authorization No. 1 (Phase I)	FY 15	$ 936,760.00
Work Authorization No. 2 (Phase II)	FY 16	$ 2,296,638.00
Work Authorization No. 3 (Phase III)	FY 17	$ 1,548,900.00
	Total Work Authorization Amount	**$ 4,782,298.00**

TOTAL ESTIMATED LOCAL COST:	**$ 5,526,816.52**
TOTAL ESTIMATED LOCAL PARTICIPATION BY WAY OF PERCENTAGE	**25.35%**
COMBINED TOTAL ESTIMATED PROJECT COST:	**$ 21,803,252.60**
ESTIMATED LOCAL COSTS NOT INCLUDED IN WORK AUTH.:	**$ 744,518.52**

Zimbra **erika.zamora@co.hidalgo.tx.us**

Fwd: Cesar Chavez ICA

From : Armando Garza Jr. <armando.garzajr@co.hidalgo.tx.us> Mon, Aug 31, 2015 02:19 PM

Subject : Fwd: Cesar Chavez ICA

To : Erika Zamora <erika.zamora@co.hidalgo.tx.us>

Please change MAINTAIN to maintain and send it to Monica and cc me please. Thank you.

Begin forwarded message:

From: "Steve Crain" <scrain@atlashall.com>
Date: August 31, 2015 at 2:11:11 PM CDT
To: "'Armando Garza Jr.'" <armando.garzajr@co.hidalgo.tx.us>
Subject: RE: Cesar Chavez ICA

Please do not capitalize the word "maintain". Otherwise it looks good. Congratulations.

-----Original Message-----
From: Armando Garza Jr. [mailto:armando.garzajr@co.hidalgo.tx.us]
Sent: Monday, August 31, 2015 1:58 PM
To: Steve Crain; Eduardo Cantu
Cc: Erika Zamora
Subject: Cesar Chavez ICA

Steve,
Attached is the Cesar Chavez ICA with the changes, discussed earlier, to paragraph 6 & 7. Also, attached is an email response from Alamo and San Juan's legal counsel agreeing to this draft.

Please let me know if this is ok with you.

Armando Garza, Jr.
Chief Administrator
300 West Hall Acres, Suite G
Pharr , Tx 78589

(956) 787-1891 Ext. 2012 - Office
armando.garzajr@co.hidalgo.tx.us

AI-51098 **Precinct #2** **20. C.**

CC - REGULAR

Meeting Date: 09/01/2015

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

Department: COMM. PCT. #2

Information

CAPTION

CO2014 - Pct. 2 (1345)
Approval of 2015 appropriation of funds in the amount of $1,245,217.08 to fund the Pct 2 Cesar Chavez Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-117-0-XXX

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

BUDGETARY IMPACT:

Appropriation of 2014 CO monies into Pct 2 Cesar Chavez Road Project.

Funding available in 1345 Fund Balance as of 8/28/15.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 10:01 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Erika Zamora		Started On: 08/27/2015 03:08 PM
Final Approval Date: 08/28/2015		

DATE: September 1, 2015

2015
Appropriation

DEPARTMENT HEAD: Commissioner Eduardo " Eddie" Cantu

DEPARTMENT NAME: Hidalgo County Precinct 2-CO2014 Various Projects

ACCOUNT NUMBER: 5-1345-431-00-122-1XX-0-XX1

Contact Person: Erika Zamora **Ph#** 956-787-1891

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
5-1345-431-00-122-117-0-721	CO2014-Pct 2 Cesar Chavez(Bus83-Nola Roads	299,316.44
5-1345-431-00-122-117-0-841	CO2014-Pct 2 Cesar Chavez(Bus83-Nola Aid to Govt Agency	851,900.64
5-1345-431-00-122-106-0-841	CO2014-Pct 2-ICA SJ-Sioux(I-RaulLong Aid to Govt Agency	94,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 1,245,217.08

REASON: Appropriation from the CO2014 (1345) to fund Pct 2 Cesar Chavez Road Improvement Project. Interlocal Agreement with the City of San Juan & Alamo will be approved through AI#51086 CC 9/1/2015. City Portion is 74% (12,144 FT) and County Portion is 26% (4,224FT). Also to fund Change Order No. 1 for Sioux Rd Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-51104 **Budget and Management** **21. A.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Public Hearing to discuss proposed 2015 Tax Rate.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/27/2015 04:30 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Damaris San Miguel Started On: 08/27/2015 04:19 PM

Final Approval Date: 08/28/2015

AI-51077 **Budget and Management** **21. B.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation on disposition of county properties status update.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/26/2015 02:46 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Merlen P. Munoz Started On: 08/26/2015 02:25 PM

Final Approval Date: 08/28/2015

AI-51074 **Budget and Management** **21. C.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting approval to complete and submit credit application to Holt CAT for the lease of machinery and equipment from vendor with authority for County Judge to sign credit application.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Lease will be based on an as needed basis. Legal review of application has been requested.

Attachments

application

LEGAL

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	08/26/2015 01:44 PM
Budget & Management	Veronica Ortiz	08/26/2015 02:45 PM
Glinda Pacheco	Glinda Pacheco	08/28/2015 02:43 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Merlen P. Munoz		Started On: 08/26/2015 01:05 PM
Final Approval Date: 08/28/2015		

CAT Financial

ADDENDUM (SUBMIT WITH EACH DEALER APPLICATION)

Caterpillar Financial Services Corporation
Caterpillar Financial Commercial Account Corporation
Phone: (800) 651-0567 Fax: (615) 341-5925
Email: Credit.Department@cat.com

Check all that apply. I am financing:
- ☐ Equipment from a Cat Dealer
- ☐ Equipment from another party or refinance
- ☐ Parts, service, attachments or renting equipment from a Cat Dealer with Commercial Account

I have previously applied with Cat Financial for:
- ☐ Equipment Financing
- ☐ Commercial Account to pay for parts, service, attachments or to rent equipment from a Cat Dealer
- ☐ N/A

COMPLETE if you are financing PARTS, SERVICE, ATTACHMENTS or RENTING equipment from a Cat Dealer with Commercial Account

Requesting a revolving credit limit range of (select ONE): ☐ $25,000 or less ☐ $25,000-$75,000 ☐ $75,000 or more (see FINANCIAL section below) ☐ $_____

Billing preference (select ONE or statement billing will apply):

☐ **STATEMENT BILLING:** Receive one statement monthly that covers all transactions made during that period. A minimum payment of 10% (revolving) of the account balance plus interest is due each payment cycle, or pay in full without interest charges. Rental charges are due in full by the due date. As with all statement billing methods payments are applied to the oldest outstanding balance.

☐ **INVOICE BILLING:** Immediately receive a separate Invoice Bill that mirrors the dealer invoice for each transaction you make, plus receive a monthly summary of all paid and open invoices. The full payment of the invoice is due on the stated terms.

Name(s) of individual(s) authorized to charge on account: 1) Name _____ 2) Name _____

Contact Credit.Department@cat.com to request additional authorized users.

FINANCIAL: Attach the following if financing exceeds $350,000 for equipment purchases or is over $75,000 for a Commercial Account

Financial statements for the last 2 fiscal year-ends, latest interim statements and comparable interims from prior year (if fiscal year-end is over 120 days), and a detailed list of work on hand
Additional financial information may be required.

INDUSTRY SPECIFICS

FORESTRY - Attach a list of equipment owned with make, model, year, s/n, lender and balance owing.

1. Number of crews _____ 2. Avg. monthly revenues $_____ 3. Avg. monthly expenses $_____
4. Do you own the timber you normally harvest? ☐ Yes ☐ No

5. Primary Customer Names	Length of Relationship	Is there a contract?
a. _____	_____	☐ Yes ☐ No
b. _____	_____	☐ Yes ☐ No

VOCATIONAL TRUCKS

1. Products Hauled _____ 2. Fleet size? _____
3. Years Operating _____ Years Owning _____

4. Primary Customer Names	Length of Relationship	Is there a contract?
a. _____	_____	☐ Yes ☐ No
b. _____	_____	☐ Yes ☐ No

ENGINE / GENERATOR SET (select ONE):
- ☐ Mobile and mounted on vehicle or trailer.
  Assignment of title to Cat Financial will be required.
  - Attach copy of title if you own trailer.
- ☐ Fixed and fastened to land/building.
  - Attach a completed engine utilization form.
- ☐ Pallet/skid/pad mounted (not fixed to the property)

HAZMAT

COMPLETE this section and sign below for EVERY truck transaction.

Do you haul HAZMAT? ☐ Yes* ☐ No
*If hauling HAZMAT, attach a completed HAZMAT questionnaire and proof of insurance. Minimum environmental liability coverage required from an acceptable insurer.

NOTICES

Definitions: The terms "you" and "your" will refer to the person applying for financing, each Guarantor and each Signatory signing this credit application. The terms "we", "us" or "our" will refer to Caterpillar Financial Services Corporation ("CFSC") and/or Caterpillar Financial Commercial Account Corporation ("CFCAC" and, together with CFSC, the "Cat Financial Companies"), either individually or collectively, as applicable. Collectively, the Cat Financial Companies, Caterpillar Inc. and their affiliates and subsidiaries are referred to herein as the "Caterpillar Companies" You agree that the completed credit application you most recently delivered to _____ ("Dealer") is hereby incorporated herein and all the information set forth therein and all the agreements made by you therein are deemed to have been provided to or made with us. We may use such information and rely upon such agreements in evaluating this credit application.

Representations and warranties: You represent that the information provided by you in this credit application (i) is true, correct and complete and (ii) is provided for the purpose of you obtaining credit from us.

Privacy Notice: You authorize us, or our designee, to investigate or obtain from other Caterpillar Companies, sellers of Caterpillar products (each a "Dealer"), banks, consumer reporting agencies, financial institutions, merchants, customers or any other person or entity any personal or business information related to you that we may deem appropriate, including but not limited to consumer reports and credit histories, for the use described herein. You authorize and instruct each such person or entity to furnish, share or otherwise make accessible to us any such information in their possession. We may use and rely upon such information, and any information provided in this credit application, (a) to make a credit decision to extend credit now or in the future pursuant to a subsequent application or request, (b) to continue any previously provided credit, (c) to review your account, (d) to assist in any collection activity, (e) to otherwise investigate your credit, (e) to improve or market Caterpillar products and services, and (g) to share such information with any other person or entity, including but not limited to the Caterpillar Companies, Dealers, consumer reporting agencies, financial institutions, and merchants.

This application for credit is solely from us. A decision to grant or deny business credit by CFSC will be made by CFSC, and a decision to grant or deny credit by CFCAC will be made by CFCAC. We may, in our sole discretion, refuse to extend business credit, goods, or services to you and may terminate any such credit extended at any time. Any references to a requested amount of credit in this credit application will not be deemed a limitation of liability by you. You understand and agree that any credit granted by us to you will be governed by the provisions and conditions set forth in CFCAC's Customer Agreement (or similarly titled) between us where granted by CFCAC or the applicable agreements between us where granted by CFSC.

You acknowledge that this credit application is for business customers only (including sole proprietorships) and credit provided by us in connection with this credit application may not be used to acquire equipment or services for personal, household or family purposes. You acknowledge that you have read and fully understand the terms and conditions contained in this credit application.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning these creditors is the FTC Regional Office for the region in which the Cat Financial Companies operate or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, contact us at the applicable address below within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request for the statement.

Caterpillar Financial Services Corporation, Attn: Credit Manager, 2120 West End Ave., P.O. Box 340001, Nashville, TN 37203

SIGNATURES

Required signatures: If you are a legal entity (e.g., corporation, limited liability company or limited liability partnership), an authorized person must sign below on your behalf in addition to each owner listed in this credit application. If you are a partnership or a sole proprietorship, each owner must sign below.

Authorized Signature _____ Date _____

Printed Name _____ Title _____

Ownership (To be completed by every owner identified in the OWNERSHIP Section of this Application; ID required)

1) Signature _____ Printed Name _____ Date _____

2) Signature _____ Printed Name _____ Date _____

TO BE COMPLETED BY A CATERPILLAR REPRESENTATIVE OR CAT DEALER

Identity verified for all signatories listed above ☐ Yes ☐ No Identification attached, if applying with Cat Financial Commercial Account ☐ Yes ☐ No

VOCATIONAL TRUCK / ENGINE / GEN SET: application number required for every transaction _____. Attach truck and body build sheets for vocational trucks.

REVISED 2013

HOLT

APPLICATION

DATE: _____

GENERAL INFORMATION: *Please print or type* ☐ Existing Customer

Applicant Name _____ Trade Name (if different) _____

Physical Address _____
City State ZIP County

Billing Address _____
City State ZIP County

Business # (___) _____ Mobile/Pager # (___) _____ Fax# (___) _____

Contact Name _____ Title _____ E-mail _____

Description of Business _____ Business Start Date _____ Time as Current Owner _____

Type of business: ☐ Sole Proprietorship ☐ Corporation ☐ General Partnership ☐ L.L.C. ☐ Other _____

Has the business or any principal ever declared bankruptcy ☐ Yes ☐ No
If yes, date files _____

Are there any outstanding liens or judgments ☐ Yes ☐ No
# of Employees _____

Federal ID Number _____ Sales Tax Exempt? ☐ Yes ☐ No *If yes, please attach copy of exemption certificate.*

Bonding Company _____ Contact Name _____ Phone # _____

Insurance Company _____ Contact Name _____ Phone # _____

FINANCIAL INFORMATION: *Additional financial information may be requested and is required for exposure over $250,000*

BANK/FINANCE CO. REFERENCE Acct # Contact/Phone #	Checking: *(Please provide current balances)*	Savings:	Loan:
(1) _____	☐ $ _____	☐ $ _____	☐ $ _____
(2) _____	☐ $ _____	☐ $ _____	☐ $ _____

TRADE REFERENCES: Contact Address *(include city, state & ZIP)* Telephone # Account #

(1) _____

(2) _____

PERSONAL INFORMATION ON OWNER/PRINCIPALS/GUARANTORS: *attach additional sheets, if necessary*

Name / Title _____ Birthdate _____ SS # _____

Home Address & Phone # _____ % Ownership _____

Net Worth $ _____ Annual Income $ _____ Monthly Housing Payment $ _____

Name / Title _____ Birthdate _____ SS # _____

Home Address & Phone # _____ % Ownership _____

Net Worth $ _____ Annual Income $ _____ Monthly Housing Payment $ _____

SIGNATURE OF OWNER/PRINCIPAL OR AUTHORIZED OFFICER/PARTNER

NOTICE: Applicant and each other person signing below warrants that the information provided herein or in connection with this application is true and correct and authorizes the release of such information to any party who may provide credit to applicant, whether herein or pursuant to a subsequent application or request, to obtain from banks, credit bureaus and other creditors, all of which are hereby authorized to release, any credit/financial information concerning applicant or such other person (including personal credit bureaus) as such party may deem appropriate, and to share all such information with the other.

BY: _____ **TITLE:** _____ **DATE:** _____

BY: _____ **TITLE:** _____ **DATE:** _____

For Dealer Use Only					
Dealer Name	Sell Price: _____	Term	Interest Rate: %		
	Net Down Pmt: _____	12	Retail Finance Plan Number:		
Model Number	Taxes: _____	24	Other Financing Info (skip payments, etc.)		
	Fees/Other: _____	36			
Serial Number	Net to Finance: _____	48			
		60			

NOTICE: If your application for business credit is denied, you have the right to a written statement of the specified reasons for the denial. To obtain the statement, please contact: HOLT CAT Financial Services Dept., 3302 South W.W. White Rd., San Antonio TX 78222 within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this Lender is the FTC Regional Office for the region in which the Lender operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

Zimbra **merlen.munoz@co.hidalgo.tx.us**

RE: Credit Application to Holt CAT

From : Rey Salazar <rey.salazar@co.hidalgo.tx.us> Fri, Aug 28, 2015 06:02 PM
Subject : RE: Credit Application to Holt CAT
To : Merlen Muñoz <merlen.munoz@co.hidalgo.tx.us>

FYI..

From my Android phone on T-Mobile. The first nationwide 4G network.

-------- Original message --------
From: "Josephine L. Ramirez"
Date:08/28/2015 4:23 PM (GMT-06:00)
To: 'Marianella Canton'
Cc: 'Rey Salazar'
Subject: RE: Credit Application to Holt CAT

Great. Thanks.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3823

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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****

From: Marianella Canton [mailto:marianella.canton@co.hidalgo.tx.us]
Sent: Friday, August 28, 2015 4:21 PM
To: josephine ramirez
Cc: Rey Salazar
Subject: Re: Credit Application to Holt CAT

Thank you Josie. My supervisor spoke to the vendor and explained that at this stage of the process, the rest of the document was not necessary.

Again, thank you and have a great weekend.

Marianella Canton
Hidalgo County Budget & Management
2818 S. Bus. 281
Edinburg, TX 78539
Phone: 956-292-7025 Ext. 5406
Fax: 956-292-7035
marianella.canton@co.hidalgo.tx.us

From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Marianella Canton" <marianella.canton@co.hidalgo.tx.us>
Cc: "Rey Salazar" <rey.salazar@co.hidalgo.tx.us>
Sent: Friday, August 28, 2015 4:02:49 PM
Subject: RE: Credit Application to Holt CAT

Marianella,

Just wanted to make it clear that this is not the same document I reviewed for Merlen. This is only the credit application and addendum. It does not contain the provisions I originally had concerns over. Otherwise, I approve as to the form of agreement.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3823

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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****

From: Marianella Canton [mailto:marianella.canton@co.hidalgo.tx.us]
Sent: Friday, August 28, 2015 3:17 PM
To: josephine.ramirez@da.co.hidalgo.tx.us

Cc: Rey Salazar
Subject: Credit Application to Holt CAT

Good Afternoon Josie,

Per instructions of Mr. Salazar, I am sending to you the credit application form to Holt CAT for your review.

This item is already placed for next Commissioner Court (Sept. 1st, 2015).

Thank you in advance for your assistance in this matter.

Respectfully,

Marianella Canton
Hidalgo County Budget & Management
2818 S. Bus. 281
Edinburg, TX 78539
Phone: 956-292-7025 Ext. 5406
Fax: 956-292-7035
marianella.canton@co.hidalgo.tx.us

AI-51156 **Budget and Management** **21. D. 1.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

WIC Adm. (1292):
Approval of deobligation of funds for the WIC Adm. in the amount of $245,000.00.

BACKGROUND

Fiscal Impact

Attachments

deobligation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	08/28/2015 05:16 PM
Auditor's Office	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Ivan Cantu		Started On: 08/28/2015 05:09 PM
Final Approval Date: 08/28/2015		

DATE: September 1, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for WIC Adm.

ACCOUNT NUMBER: 5-1292-441-00-350-001-5-XXX

Contact Person: Ivan Cantu Ph#: Ext. 5425

2015
Deobligation

AI #51156/21.D.1

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
5-1292-441-00-350-001-5- 112	WIC Adm.-	Dept. Heads	(1,610.79)
5-1292-441-00-350-001-5- 113	WIC Adm.-	Reg. F/T Employees	(132,582.19)
5-1292-441-00-350-001-5- 115	WIC Adm.-	Longevity Pay	(7,436.88)
5-1292-441-00-350-001-5- 211	WIC Adm.-	Health Insurance	(59,315.15)
5-1292-441-00-350-001-5- 212	WIC Adm.-	Life Insurance	(766.71)
5-1292-441-00-350-001-5- 220	WIC Adm.-	FICA	(25,118.64)
5-1292-441-00-350-001-5- 230	WIC Adm.-	Retirement	(3,682.55)
5-1292-441-00-350-001-5- 250	WIC Adm.-	Unemployment Comp	(722.86)
5-1292-441-00-350-001-5- 260	WIC Adm.-	Workers Comp	(7,131.44)
5-1292-441-00-350-001-5- 540	WIC Adm.-	Advertising	(6,632.79)
5-1292-331-12-350-001-5- 000	*WIC Administration*	*Revenues*	*(245,000.00)*
		TOTAL BUDGET INCREASE (DECREASE)	**(245,000.00)**

REASON: Deobligation of funds for the FY 2015 WIC Adm. budget. Grant is set to expire on 9-30-15.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-50978 **Budget and Management** **21. D. 2.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Norma Ceballos, COMM. PCT. #3

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: COMM. PCT. #3

Information

CAPTION

Pct 3 Rd. Maint. (1200):
1. Approval of certification of revenue as certified by the County Auditor for revenues received from the City of Alton for the Palm Lake Estates improvement project.
2. Approval of 2015 appropriation of funds into Pct 3 Rd Maint in the amount of $121,417.24.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office.

Attachments

appropriation
COR

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	08/25/2015 08:28 AM
Budget & Management	Veronica Ortiz	08/26/2015 02:38 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Merlen P. Munoz		Started On: 08/18/2015 04:09 PM
Final Approval Date: 08/28/2015		

DATE: September 1, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **PCT 3 Rd Maint**

ACCOUNT NUMBER: 5-1200-431-00-123-005-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-123-005-0- 626	PCT 3 RD MAINT.	GASOLINE	60,708.62
5-1200-431-00-123-005-0- 610	PCT 3 RD MAINT.	GENERAL SUPPLIES	60,708.62
5-1200-337-00-123-004-0- 000	*R&B Pct 3-*	*ICA Alton Palm Lake Estates*	*121,417.24*
		TOTAL BUDGET INCREASE (DECREASE)	**121,417.24**

REASON: To appropriate funding into operating expenditures for Pct 3. Appropriation of revenues received from City of Alton for interlocal agreement reimbursement; Auditor's Office certified partial reimbursement since further review of equipment and labor costs is still pending.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

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

EDINBURG, TEXAS 78539

August 31, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the partial revenue from the intergovernmental contract between Hidalgo County and the City of Alton, Texas for the Palm Lake Estates Project in the amount of $121,417.24. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/31/15
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

Joe M. Flores
County Commissioner Pct. No. 3

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Memorandum

TO: Ray Eufracio, CPA, and County Auditor

FROM: Joe M. Flores, Commissioner, Pct. #3

DATE: August 14, 2015

SUBJECT: Certification of Revenues Pct. #3, City of Alton - Palm Lake Estates

Please let this memorandum serves as a request for Certification of Revenues in relation to account #5-1200-233-00-123-083-0-000.

Attached for your review are the official Hidalgo County receipt, project worksheets, and a cost analysis for the above mentioned project.

Thank you and should you have any question or require additional information, please do not hesitate to call my office.

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 185684

Received From: CITY OF ALTON PCT. 3 04/17/15 Date 04/20/15

1	1103	R&B PCT #3	PALM LAKE ESTATES	5-1200-223-00-123-083-0-000	219,933.00

Total: **219,933.00**

Check Total	219,933.00
Cash Total	.00
Credit Total	.00
Other Total	.00

Precinct: 3

For Month/Year of: APRIL & MAY 2015

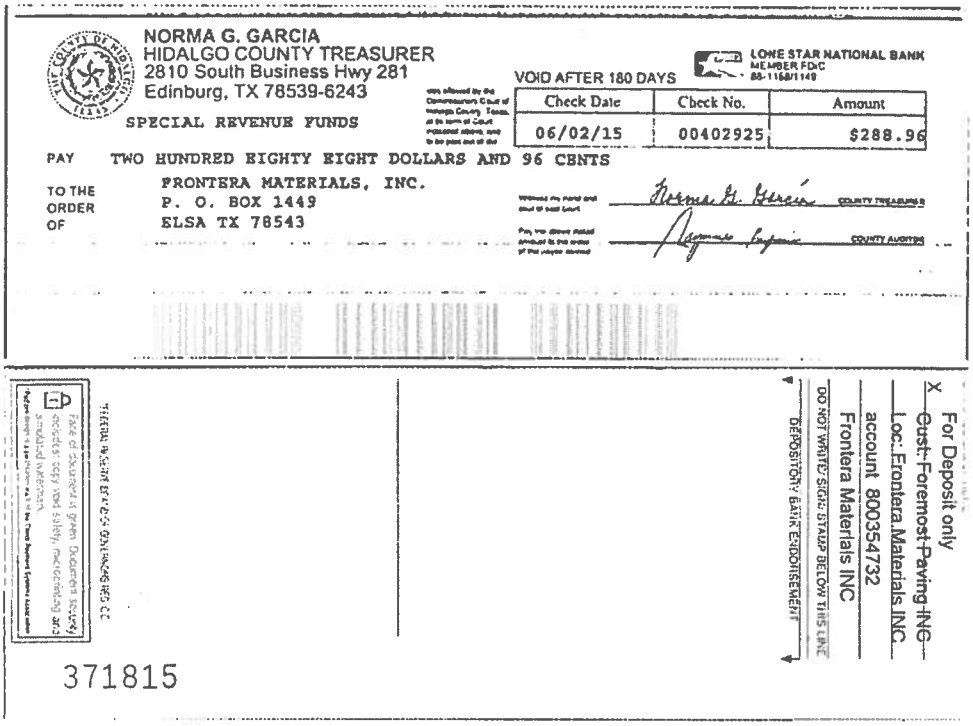
Road Name: PALMLAKE ESTATES (CITY OF ALTON)

Emp ID	Employee Name	Position Title	Annual Salary	Annual Longevity	Hourly Rate	Hrs Wrkd	Total Hourly Compensation (Salary & Longevity)	Total Compensation	FICA	Retirement	Unemployment	Workers Comp	Health Ins	Life	Total Labor Costs
Labor Costs															
184462	Antonio Alaffa	Heavy Equipment Operator III	34,608	-	16.64	22	16.64	366.08	28.01	38.91	2.20	25.19	62.70	0.40	523.49
138045	Jose M. Alanis	Paving Supervisor	36,000	540	17.31	80	17.57	1,405.60	107.53	149.42	8.43	96.71	228.00	1.44	1,997.13
074683	Miguel Castillo	Heavy Equipment Operator III	33,000	960	15.87	24	16.33	391.92	29.98	41.66	2.35	26.96	68.40	0.43	561.70
084832	Raul Cortez	Truck Driver I	34,608	900	16.64	73	17.07	1,246.11	95.33	132.46	7.48	85.73	208.05	1.32	1,776.48
160415	Efren Cruz	Truck Driver II	32,960	420	15.85	72	16.05	1,155.60	88.40	122.84	6.93	79.51	205.20	1.30	1,659.78
088412	Arnoldo Estrada	Truck Driver III	32,960	900	15.85	48	16.28	781.44	59.78	83.07	4.69	53.76	136.80	0.87	1,120.41
026964	Adrian Flores	Heavy Equipment Operator III	34,608	1,500	16.64	16	17.36	277.76	21.25	29.53	1.67	19.11	45.60	0.29	395.21
171522	Martin Flores	Assistant Paving Supervisor	34,000	300	16.35	80	16.49	1,319.20	100.92	140.23	7.92	90.76	228.00	1.44	1,888.47
087467	Ruben Garcia	Truck Driver II	32,960	900	15.85	79	16.28	1,286.12	98.39	136.71	7.72	88.49	225.15	1.43	1,844.01
198625	Jose Luis Fuentes	Maintenance I	28,840	-	13.87	62	13.87	859.94	65.79	91.41	5.16	59.16	176.70	1.12	1,259.28
049239	Blas Gonzalez	Heavy Equipment Operator II	34,608	480	16.64	32	16.87	539.84	41.30	57.38	3.24	37.14	91.20	0.58	770.68
153664	Angel Iglesias	Backhoe/Heavy Equipment Operator	33,619	420	16.16	82	16.36	1,341.52	102.63	142.60	8.05	92.30	233.70	1.48	1,922.28
199311	Rogelio Gonzalez	Maintenance I	28,000	-	13.46	56	13.46	753.76	57.66	80.12	4.52	51.86	159.60	1.01	1,108.53
193585	Juan Martinez	Maintenance I	28,840	-	13.87	82	13.87	1,137.34	87.01	120.90	6.82	78.25	233.70	1.48	1,665.50
209260	Michael Salinas	Maintenance I	28,840	-	13.87	82	13.87	1,137.34	87.01	120.90	6.82	78.25	233.70	1.48	1,665.50
204889	Jon Munoz	Heavy Equipment Operator I	28,840	-	13.87	32	13.87	443.84	33.95	47.18	2.66	30.54	91.20	0.58	649.95
121711	Manuel Ochoa	Heavy Equipment Operator II	34,608	660	16.64	36	16.96	610.56	46.71	64.90	3.66	42.01	102.60	0.65	871.09
186473	Alejo Ramirez	Maintenance II	28,840	-	13.87	44	13.87	610.28	46.69	64.87	3.66	41.99	125.40	0.79	893.68
171549	Domingo Ramirez	Excavator/Heavy Equipment Operator	41,638	300	20.02	72	20.16	1,451.52	111.04	154.30	8.71	99.86	205.20	1.30	2,031.93
095974	Celina Lopez	Maintenance I	28,840	-	13.87	68	13.87	943.16	72.15	100.26	5.66	64.89	193.80	1.23	1,381.15
144983	Robert Longwell	Maintenance II	28,840	-	13.87	76	13.87	1,054.12	80.64	112.05	6.32	72.52	216.60	1.37	1,543.62
058459	Rey Acosta	Heavy Equipment Operator III	34,608	1,140	16.64	24	17.19	412.56	31.56	43.86	2.48	28.38	68.40	0.43	587.67
073261	Jose Rosales	Truck Driver II	32,960	360	15.85	32	16.02	512.64	39.22	54.49	3.08	35.27	91.20	0.58	736.48
191000	Pablo Ruiz Jr	Truck Driver II	32,960	-	15.85	72	15.85	1,141.20	87.30	121.31	6.85	78.51	205.20	1.30	1,641.67
175242	Tomas Salazar	Heavy Equipment Operator III	34,608	300	16.64	55	16.78	922.90	70.60	98.10	5.54	63.50	156.75	0.99	1,318.38
195995	Guadalupe Salinas	Truck Driver III	32,960	-	15.85	58	15.85	919.30	70.33	97.72	5.52	63.25	165.30	1.05	1,322.47
128783	Conrado Tovar	Truck Driver II	32,960	600	15.85	38	16.14	613.32	46.92	65.20	3.68	42.20	108.30	0.69	880.31
160776	Tony Navejar	Truck Driver I	32,960	600	15.85	8	16.14	129.12	9.88	13.73	0.77	8.88	22.80	0.14	185.32
171557	Jose M Salinas	Truck Driver III	32,960	300	15.85	6	15.99	95.94	7.34	10.20	0.58	6.60	17.10	0.11	137.87
138568	Francisco Villarreal	Truck Driver III	32,960	540	15.85	75	16.11	1,208.25	92.43	128.44	7.25	83.13	213.75	1.35	1,734.60
138444	Martin Elizondo	Truck Driver II	32,960	540	15.85	32	16.11	515.52	39.44	54.80	3.09	35.47	91.20	0.58	740.10
Overhead Cost															
51527	Saul Ramirez	Field Operations Director	62,559	1,200	30.08	21	30.66	643.86	49.26	68.44	3.86	1.55	59.85	0.38	827.20
103349	Marcelo Garza	Assistant Field Operations Director	62,503	780	30.05	4	30.43	121.72	9.31	12.94	0.73	0.29	11.40	0.07	156.46
														Subtotal:	**37,798.41**

Equipment Costs	Hourly Rate	Total Hours	Actual Paid
Compactor Vibratory Drum	25.00	100	2,500.00
Compactor Pneumatic Wheel	29.00	44	1,276.00
Distributor Asphalt	13.00	35	455.00
Grader	70.00	86	6,020.00
Loader 4 CY	52.00	8	416.00
Loader-Backhoe Wheel	38.00	74	2,812.00
Paver Asphalt	125.00	80	10,000.00
Trailer Dump	8.00	14	112.00
Truck - Dump	60.00	431	25,860.00
Truck - Pickup 1/2 ton	14.00	19	266.00
Truck - Water	31.00	55	1,705.00
		Subtotal:	**51,422.00**

Material Costs	PO#	Actual Paid
Caliche	724481	414.28
Hot Mix	724496	118,648.26
Emulsified Ashpalt	724395	2,354.70
	Subtotal:	**121,417.24**

TOTAL LABOR COSTS & OVERHEAD:	**37,798.41**
TOTAL MATERIALS & EQUIPMENT:	**172,839.24**
GRAND TOTAL:	**210,637.65**



NORMA G. GARCIA
HIDALGO COUNTY TREASURER
2810 South Business Hwy 281
Edinburg, TX 78539-6243

SPECIAL REVENUE FUNDS

LONE STAR NATIONAL BANK
MEMBER FDIC
88-1168/1149

VOID AFTER 180 DAYS

Check Date	Check No.	Amount
06/02/15	00402925	$288.96

PAY TWO HUNDRED EIGHTY EIGHT DOLLARS AND 96 CENTS

TO THE ORDER OF
FRONTERA MATERIALS, INC.
P. O. BOX 1449
ELSA TX 78543

Norma G. Garcia COUNTY TREASURER

COUNTY AUDITOR

371815

For Deposit only
Cust: Foremost Paving INC
Loc: Frontera Materials INC
account 800354732
Frontera Materials INC

DO NOT WRITE, SIGN, STAMP BELOW THIS LINE
DEPOSITORY BANK ENDORSEMENT

PO 724481

0 • *

288 • 96 +
125 • 32 +

002

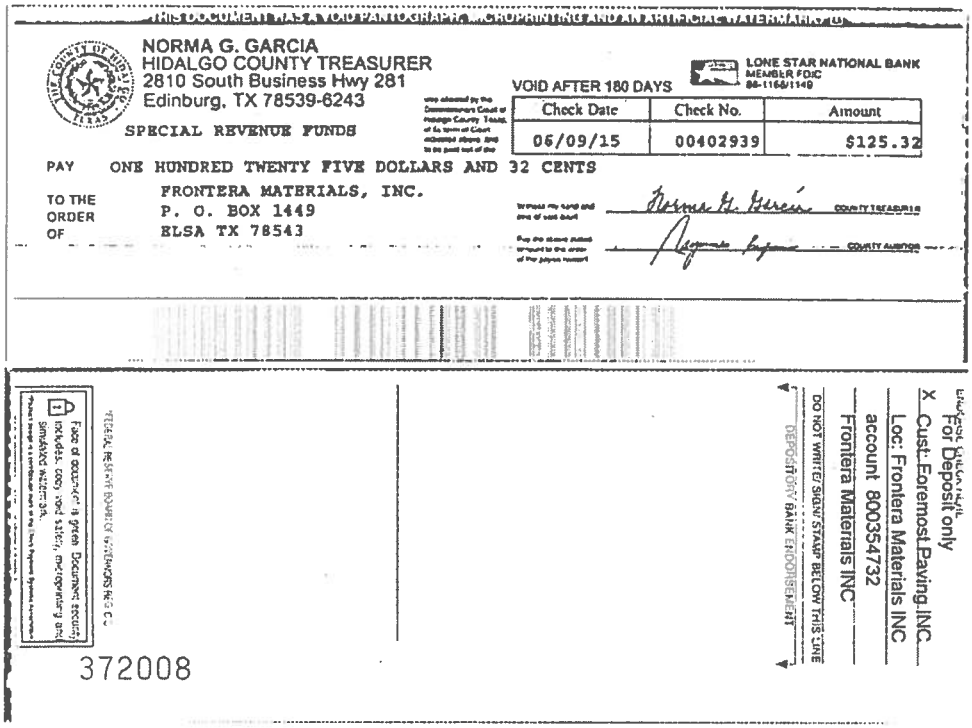
414 • 28 *

0 • *

288 • 96 +
125 • 32 +
86 , 430 • 24 +
32 , 218 • 02 +
2 , 354 • 70 +

005

121 , 417 • 24 *



NORMA G. GARCIA
HIDALGO COUNTY TREASURER
2810 South Business Hwy 281
Edinburg, TX 78539-6243

SPECIAL REVENUE FUNDS

LONE STAR NATIONAL BANK
MEMBER FDIC
86-1168/1140

VOID AFTER 180 DAYS

Check Date	Check No.	Amount
06/09/15	00402939	$125.32

PAY ONE HUNDRED TWENTY FIVE DOLLARS AND 32 CENTS

TO THE ORDER OF
FRONTERA MATERIALS, INC.
P. O. BOX 1449
ELSA TX 78543

Norma G. Garcia COUNTY TREASURER

COUNTY AUDITOR

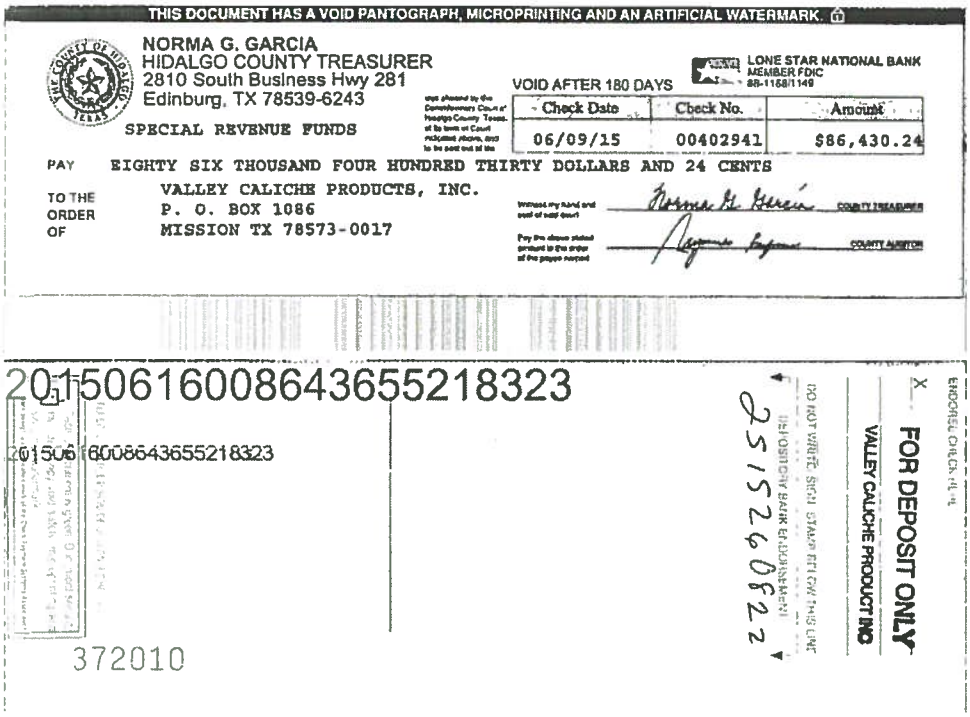
THIS DOCUMENT HAS A VOID PANTOGRAPH ... CHOPPINTHRUT AND AN ARTIFICIAL WATERMARK ON BACK

For Deposit only
X Cust: Foremost Paving INC
Loc: Frontera Materials INC
account 800354732
Frontera Materials INC

DO NOT WRITE/ SIGN/ STAMP BELOW THIS LINE
DEPOSITORY BANK ENDORSEMENT

372008

po 724481



THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

NORMA G. GARCIA
HIDALGO COUNTY TREASURER
2810 South Business Hwy 281
Edinburg, TX 78539-6243

SPECIAL REVENUE FUNDS

LONE STAR NATIONAL BANK
MEMBER FDIC
88-1158/1149

VOID AFTER 180 DAYS

Check Date	Check No.	Amount
06/09/15	00402941	$86,430.24

PAY EIGHTY SIX THOUSAND FOUR HUNDRED THIRTY DOLLARS AND 24 CENTS

TO THE ORDER OF
VALLEY CALICHE PRODUCTS, INC.
P. O. BOX 1086
MISSION TX 78573-0017

Norma G. Garcia COUNTY TREASURER

COUNTY AUDITOR

2015061600864365521832 3

201506 1600864365521832 3

372010

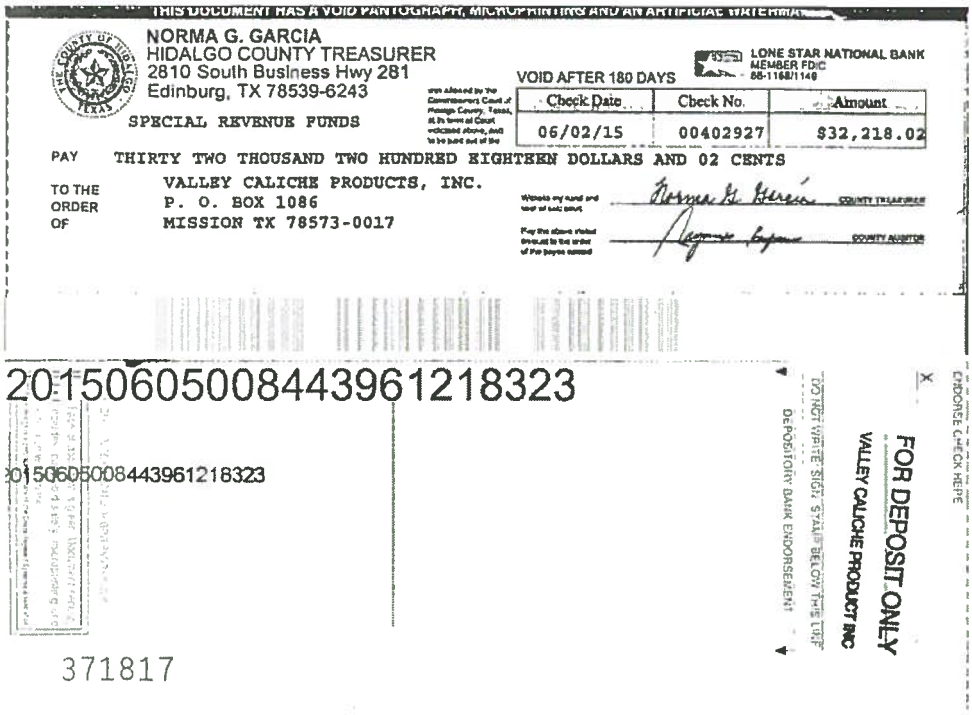
25152608 22

DO NOT WRITE, SIGN, STAMP OR PLACE ANY MARKS ON THIS LINE
RESERVED FOR FINANCIAL INSTITUTION BANK ENDORSEMENT

FOR DEPOSIT ONLY
VALLEY CALICHE PRODUCTS INC

ENDORSE CHECK HERE

PO #724494



THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK

NORMA G. GARCIA
HIDALGO COUNTY TREASURER
2810 South Business Hwy 281
Edinburg, TX 78539-6243

SPECIAL REVENUE FUNDS

LONE STAR NATIONAL BANK
MEMBER FDIC
88-1168/1140

VOID AFTER 180 DAYS

Check Date	Check No.	Amount
06/02/15	00402927	$32,218.02

PAY THIRTY TWO THOUSAND TWO HUNDRED EIGHTEEN DOLLARS AND 02 CENTS

TO THE ORDER OF
VALLEY CALICHE PRODUCTS, INC.
P. O. BOX 1086
MISSION TX 78573-0017

Norma G. Garcia COUNTY TREASURER

COUNTY AUDITOR

201506050084439612183 23

⑆015060500844396121832 3⑆

371817

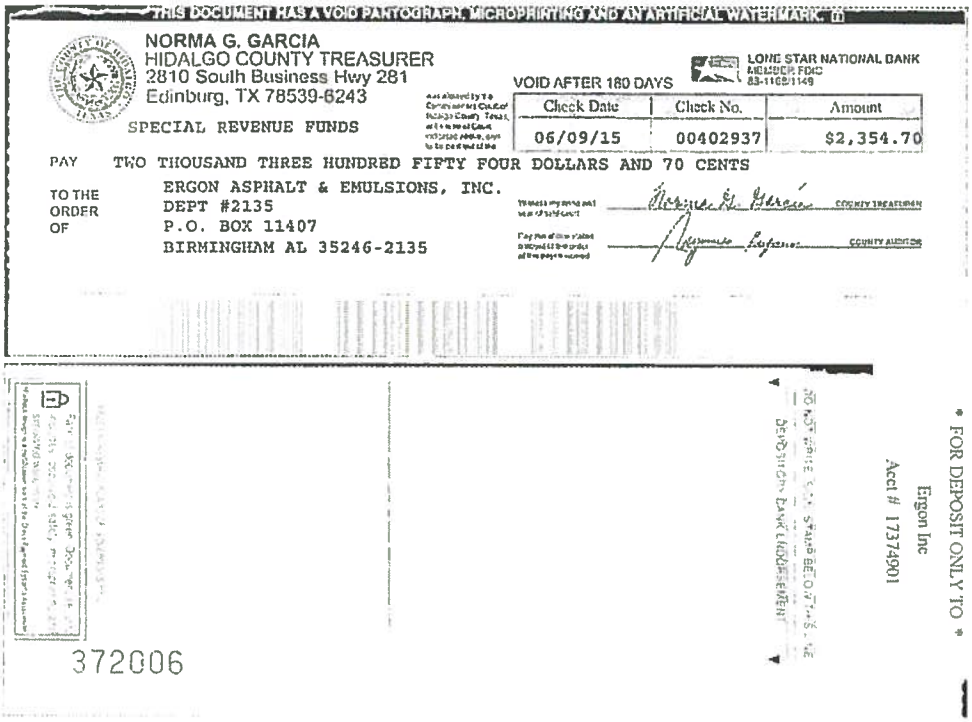
FOR DEPOSIT ONLY
VALLEY CALICHE PRODUCT INC

DO NOT WRITE, SIGN, STAMP BELOW THIS LINE
DEPOSITORY BANK ENDORSEMENT

ENDORSE CHECK HERE

PO # 72449Y

86-430-24⑆
32,218.02⑈
002
118,648,26⑈



THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK ID

NORMA G. GARCIA
HIDALGO COUNTY TREASURER
2810 South Business Hwy 281
Edinburg, TX 78539-6243

SPECIAL REVENUE FUNDS

LONE STAR NATIONAL BANK
MEMBER FDIC
63-1168/1149

VOID AFTER 180 DAYS

Check Date	Check No.	Amount
06/09/15	00402937	$2,354.70

PAY TWO THOUSAND THREE HUNDRED FIFTY FOUR DOLLARS AND 70 CENTS

TO THE ORDER OF
ERGON ASPHALT & EMULSIONS, INC.
DEPT #2135
P.O. BOX 11407
BIRMINGHAM AL 35246-2135

COUNTY TREASURER

COUNTY AUDITOR

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR BANK ENDORSEMENT

* FOR DEPOSIT ONLY TO *
Ergon Inc
Acct # 17374901

372006

Po# 724395

Project Name: Palm Lake Estates
Location: Bryan 52
Project Description: Improvement
Start Date: _____ Completed _____
Road Length: _____
Caliche Sub Base Width: 22 Caliche Depth: _____
Hot Mix Asphalt Width: 20-21 Hot Mix Asphalt Depth: 2"

Job Title	Employee Name	4/1/15	4/2/15	4/3/15	4/4/15	4/5/15	4/6/15	4/7/15	4/8/15	4/9/15	4/10/15	4/11/15	4/12/15	4/13/15	4/14/15	4/15/15	4/16/15	4/17/15	4/18/15	4/19/15	4/20/15	4/21/15	4/22/15	4/23/15	4/24/15	4/25/15	4/26/15	4/27/15	4/28/15	4/29/15	4/30/15
HEAVY EQ OP III	Alaffa, Antonio																									8	8			
MAINTENANCE I	Alanis, Modesto Jose																									8	8	8		
MAINTENANCE I	Baza, Juan																													
MAINTENANCE I	Benavidez, Hector																													
HEAVY EQ OP III	Castillio, Miguel																									8	8			
MAINTENANCE III	Cavazos Gilberto																													
TRUCK DRIVER I	Cortez Raul																					5				10	8	8		
TRUCK DRIVER II	Cruz Efren																									8	8	8		
HEAVY EQ OP II	Elizondo Martin																									8	8	8		
TRUCK DRIVER II	Estrada Arnoldo																									8	8			
HEAVY EQ OP III	Flores G. Adrian																									8	8			
MAINTENCE 1	Flores, Martin																									8	8	8		
MAINTENANCE I	Fuentes, Jose Luis																									10	8	8		
HVY EQUIP OPER I	Garcia Nelson																													
HEAVY EQ OP II	Garcia Ruben																					2								
TRUCK DRIVER II	Garcia, Ruben																									8	8	8		
HEAVY EQ OP II	Gonzales Blas																									8				
MAINTENANCE III	Gonzales Gustavo																													
MAINTENANCE I	Gonzalez, Rogelio																									8	8	8		
TRUCK DRIVER III	Leal, Antonio																													
MAINTENANCE I	Leanos, Tony																													
TRF SA/SPC II	Martinez Roberto																													
HEAVY EQ OP III	Montoya Eulogio																													
HEAVY EQ OP I	Montoya III. Eulogio																													
TRUCK DRIVER I	Navejar Antonio Jose																					8								
HEAVY EQ OP II	Ochoa-Ochoa Manuel																					8				4			8	
HEAVY EQ OP II	Pena, Federico																													
MAINTENANCE II	Ramirez, Alejo																					8				4			8	
Excavator/Hvy Eq	Ramirez, Domingo																									10	8			
HEAVY EQ OP II	Ramirez, Rene																													
MAINTENANCE I	Ramon, Joe																													
MAINTENANCE I	Rodiguez, Hector																													

Job Title	Employee Name	4/1/15	4/2/15	4/3/15	4/4/15	4/5/15	4/6/15	4/7/15	4/8/15	4/9/15	4/10/15	4/11/15	4/12/15	4/13/15	4/14/15	4/15/15	4/16/15	4/17/15	4/18/15	4/19/15	4/20/15	4/21/15	4/22/15	4/23/15	4/24/15	4/25/15	4/26/15	4/27/15	4/28/15	4/29/15	4/30/15	
MAINTENANCE II	Rosales, Isidro																														
TRUCK DRIVER II	Rosales, Jr. A. Jose																														
TRUCK DRIVER II	Rulz Pablo 1/26																									10	8	8			
TRUCK DRIVER III	Salinas, Jose M. 1/6																									6					
TRUCK DRIVER II	Salinas, Lupe 1/16																										8	8			
HEAVY EQ OP III	Salazar, Tomas 1/20																									6	2	8			
TRUCK DRIVER II	Tovar, Conrado 1/16																									8		8			
HEAVY EQ OP III	Vargas, Arnulfo																														
TRUCK DRIVER III	Villarreal, Francisco 1/24																									8	8	8			
	Selina Lopez 1/20																						8			4			8		
	Key ACOSTA 1/24																									8	8	8			
	Robert Junyent 1/24																									8	8	8			
	Michael Salinas 1/24																									10	8	8			
	Juan Martinez 1/24																									10	8	8			
	Angel Ibarra 1/24																									10	8	8			
Field Operation Dir	Saul Ramirez 1/11																						1			5	2	3			
Paving Supervisor	Daniel Hernandez																														
Asst. Field Op Dir	Roberto Salazar																														
Asst. Field Op Dir	Marcello Garza /																														
Executive Asst.	Norma Ceballos																														

Pg 2

For the Month of: April

Road Name & Number: Palm Lake Estates

Square Footage: _____

Percentage Complete: _____

Cost Code	Equipment	23	27	28	29	30	Total Hours
8150	Broom Pavement						
8270	Bucket Clamshell						
8222	Compactor Vibratory Drum	8	12	8	8	8	44
8223	Compactor Pneumatic Wheel	8	4			8	20
8581	Distributor Asphalt		8	8	8		24
8281	Excavator Hydraulic						
8332	Grader	10	12	8	8	8	46
8393	Loader Wheel 3 cy						
8394	Loader Wheel 4 cy		8				8
8572	Loader-Backhoe Wheel		10	8	8		26
8433	Paver Asphalt		8	8	8		24
8590	Trailer Dump	8	6				14
8611	Trailer Water						
8722	Truck Dump		44	40	40		124
8601	Trailer, Equipment 40 ton						
8801	Truck Pickup 1/2 ton	1	5	2	3		11
8804	Truck Pickup 1 1/2 ton						
8780	Truck Water	4	6	2	8		20

Project Name: Palm Lake
Location: Bayer St
Project Description: Improvement
Start Date: 4-27-15 Completed 5-11-15
Road Length:
Caliche Sub Base Width: 22 Caliche Depth:
Hot Mix Asphalt Width: 20-21 Hot Mix Asphalt Depth: 2"

Job Title	Employee Name		5/1/15	5/2/15	5/3/15	5/4/15	5/5/15	5/6/15	5/7/15	5/8/15	5/9/15	5/10/15	5/11/15	5/12/15	5/13/15	5/14/15	5/15/15	5/16/15	5/17/15	5/18/15	5/19/15	5/20/15	5/21/15	5/22/15	5/23/15	5/24/15	5/25/15	5/26/15	5/27/15	5/25/15	5/29/15	5/30/15	5/31/15
HEAVY EQ OP III	Alaffa, Antonio	16	6																													
MAINTENANCE I	Alanis, Modesto Jose	56	8			8	8	8	8	8			8																			
MAINTENANCE I	Baza, Juan																															
MAINTENANCE I	Benavidez, Hector																															
HEAVY EQ OP III	Castillio, Miguel	18				8																										
MAINTENANCE III	Cavazos Gilberto																															
TRUCK DRIVER I	Cortez Raul	42				8	8	8	6	8			4																			
TRUCK DRIVER II	Cruz Efren	118	8			8	8	8		8			8																			
HEAVY EQ OP II	Ellzondo Martin	8											8																			
TRUCK DRIVER II	Estrada Arnoldo	37				8	8	8		8																						
HEAVY EQ OP III	Flores G. Adrian																															
MAINTENCE 1	Flores, Martin	156	8			8	8	8	8	8			8																			
MAINTENANCE I	Fuentes, Jose Luis	36				8	4	8	3	5			8																			
HVY EQUIP OPER I	Garcia Nelson																															
HEAVY EQ OP II	Garcia Ruben																															
TRUCK DRIVER II	Garcia, Ruben	155	8			8	8	8	7	8			8																			
HEAVY EQ OP II	Gonzales Blas	124					8	8	3	5																						
MAINTENANCE III	Gonzales Gustavo																															
MAINTENANCE I	Gonzalez, Rogelio	132					8	8	8	8																						
TRUCK DRIVER III	Leal, Antonio																															
MAINTENANCE I	Leanos, Tony																															
TRF SA/SPC II	Martinez Roberto																															
HEAVY EQ OP III	Montoya Eulogio																															
HEAVY EQ OP I	Montoya III. Eulogio																															
TRUCK DRIVER I	Navejar Antonio Jose																															
HEAVY EQ OP II	Ochoa-Ochoa Manuel	16	8			8																										
HEAVY EQ OP II	Pena, Federico																															
MAINTENANCE II	Ramirez, Alejo	124	8			8	8																									
Excavator/Hvy Eq	Ramirez, Domingo	59	8			8	8	8	6	8			8																			
HEAVY EQ OP II	Ramirez, Rene																															
MAINTENANCE I	Ramon, Joe																															
MAINTENANCE I	Rodiguez, Hector																															

1st Day

Job Title	Employee Name	5/1/15	5/2/15	5/3/15	5/4/15	5/5/15	5/6/15	5/7/15	5/8/15	5/9/15	5/10/15	5/11/15	5/12/15	5/13/15	5/14/15	5/15/15	5/16/15	5/17/15	5/18/15	5/19/15	5/20/15	5/21/15	5/22/15	5/23/15	5/24/15	5/25/15	5/26/15	5/27/15	5/25/15	5/29/15	5/30/15	5/31/15
MAINTENANCE II	Rosales, Isidro																														
TRUCK DRIVER II	Rosales, Jr. A. Jose	8			8			8				8																			
TRUCK DRIVER II	Ruiz Pablo	8			8	8	8	6				8																			
TRUCK DRIVER III	Salinas, Jose M.																														
TRUCK DRIVER II	Salinas, Lupe	8			4	8	8	6	8																						
HEAVY EQ OP III	Salazar, Tomas	8			8	8		3	4			8																			
TRUCK DRIVER II	Tovar, Conrado						8	6	8																						
HEAVY EQ OP III	Vargas, Arnulfo																														
TRUCK DRIVER III	Villarreal, Francisco	3			8	8	8	8	8			8																			
	Angel Tafoya	8			8	8	8	8	8			8																			
	Jhon Martinez	8			8	8	8	8	8			8																			
	Michael Sobinal	8			8	8	8	8	8			8																			
	Selina Lopez	8			8	8		8	8			8																			
	Robert Longoria	8			4	8	8	8	8			8																			
	John Muñoz					8	8	8				8																			
Field Operation Dir	Saul Ramirez	2				8	1																								
Paving Supervisor	~~Daniel Hernandez~~					3																									
Asst. Field Op Dir	Roberto Salazar																														
Asst. Field Op Dir	Marcello Garza								2			2																			
Executive Asst.	Norma Ceballos																														

For the Month of: May 2015

Road Name & Number: Palm Lake Estates

Square Footage:

Percentage Complete: 100%

Cost Code	Equipment	1	4	5	6	7	8	11	Total Hours
8150	Broom Pavement								
8270	Bucket Clamshell								
8222	Compactor Vibratory Drum	8	8	8	8	8	8	8	
8223	Compactor Pneumatic Wheel	8	8			8			54 ✓
8581	Distributor Asphalt	3		8	8	8	8		24 ✓
8281	Excavator Hydraulic								35 ✓
8332	Grader	8	8						
8393	Loader Wheel 3 cy								16 ✓
8394	Loader Wheel 4 cy								
8572	Loader-Backhoe Wheel		8	8	8	8	8	8	
8433	Paver Asphalt	8	8	8	8	8	8	8	48 ✓
8590	Trailer Dump								54 ✓
8611	Trailer Water								
8722	Truck Dump	40	44	48	56	31	48	40	
8601	Trailer, Equipment 40 ton								307 ✓
8801	Truck Pickup 1/2 ton	1	1	1	1	1	1	2	
8804	Truck Pickup 1 1/2 ton								8 ✓
8780	Truck Water	8	8	8		3		8	
									35 ✓

AI-51062 **Budget and Management** **21. E. 1.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 4 San Carlos CRC Sunflower (1100):
Approval of interfund transfer from Pct. 4 R & B (fund 1200, program #158) to Pct. 4 San Carlos CRC Sunflower (fund 1100, program #123) in the amount of $5,621.90 to fund machinery & equipment expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1200-431-00-124-158-0-841

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

BUDGETARY IMPACT:

Funds available as of 8-25-15; funding is needed to cover PO #717635 for AL3 Enterprises, LLC in relation to the purchase & installation of a wireless classroom audio system.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	08/28/2015 04:14 PM
Budget & Management	Veronica Ortiz	08/28/2015 04:21 PM
Auditor's Office	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Ivan Cantu Started On: 08/25/2015 02:22 PM

Final Approval Date: 08/28/2015

DATE: September 1, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for
Pct. 4 San Carlos CRC-Sunflower

2015
Interfund Transfer

AI #51062/REVISED

ACCOUNT NUMBER: **5-1X00-XXX-XX-XXX-0-XXX**

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 ext. 5425

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
5-1200-431-00-124-158-0-	841	Pct. 4 ICA ECISD Bus Paving-	Aid to Govt Agency	(5,621.90)
5-1200-391-01-000-100-0-	**000**	**Transfers In-**	**General Fund**	**(5,621.90)**
TO:				
5-1100-491-01-000-200-0-	**891**	**Transfers Out-**	**R & B Fund**	**(5,621.90)**
5-1100-419-40-124-123-0-	751	Pct. 4 San Carlos CRC Sunflower-	Machinery & Equipment	5,621.90
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: To fund PO #717635 for AL3 Enterprises, LLC in relation to purchase & installation of a wireless classroom audio system.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

AI-50993 **Budget and Management** **21. E. 2.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 4 Drain Hoehn Project (1200):
Approval of 2015 interfund transfer from Co Wide Adm-Contingency (1100) to Pct 4 Drain Hoehn Project (1200) in the amount of $42,900.53 to partially fund expenditures related to the Hoehn Sanitary Sewer Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds available as of 8/20/15.

Attachments

Interfund

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	08/20/2015 08:29 AM
Budget & Management	Debbie Tamez	08/20/2015 11:38 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Merlen P. Munoz		Started On: 08/19/2015 05:02 PM
Final Approval Date: 08/28/2015		

DATE: August 20, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct 4 Drain Hoehn Project

2015
Interfund Transfer
AI-50993

ACCOUNT NUMBER: **5-1X00-XXX-XX-XXX-0-XXX**

CONTACT PERSON: Merlen Munoz **PHONE:** (956) 292-7025 ext. 5403

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
5-1100-415-00-115-002-0-	899	CO WIDE ADM	CONTINGENCY	(42,900.53)
5-1100-491-01-000-200-0-	**891**	**TRANSFER OUT-**	**ROAD & BRIDGE**	**42,900.53**
TO:				
5-1200-391-01-000-100-0-	**000**	**TRANSFER IN-**	**GENERAL FUND**	**42,900.53**
5-1200-431-00-124-159-0-	841	PCT 4 DRAIN HOEHN PROJECT	AID TO GOVT	42,900.53
			TOTAL BUDGET INCREASE (DECREASE)	**42,900.53**

REASON: To fund expenditures related to Hoehn Sanitary Sewer Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-50889 **Purchasing Department** **22. A. 1.**

CC - REGULAR

Meeting Date: 09/01/2015

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 Engineering, for "On Call Services-Hidalgo County Metropolitan Planning Organization (HCMPO) Representation,"as approved for negotiations on CC 7/7/15.

b. Acceptance and approval of Work Authorization No. 1 (monthly lump sum fee of $7,681.76 effective September 2015) as submitted by project engineer, L&G Engineering for engineering services for "Hidalgo County Metropolitan Planning Organization (HCMPO) Representation."

c. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Engineering for "On Call Services-Traffic Studies County Wide, " as approved for negotiations on CC 7/7/15.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:

Available balance as of 8-27-15 $4,843.44

Funding pending approval of transfer by Dept. of Budget and Management

Attachments

backup

backup

backup

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/26/2015 02:19 PM
Budget & Management	Veronica Ortiz	08/26/2015 02:36 PM
Manuel Chapa	Manuel Chapa	08/28/2015 05:01 PM
Auditor's Office	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Rocio Villarreal Started On: 08/13/2015 11:12 AM
Final Approval Date: 08/28/2015

HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-255-09-01
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide the following:

The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.

PART 2. ESTIMATED COST

The cost for services under this Work Authorization will be based on a **monthly lump sum fee of $7,681.76** for HCMPO coordination. Any additional services requested will be at the hourly rates provided in the contract. See Exhibits "D" Contract Rates and "D-1" Fee Schedule.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate in a period of two (2) years, commencing September 10, 2015 and expiring on September 11, 2017.

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 the 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 September 1, 2015 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 Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D-1 – Fee Schedule

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-15-255A-09-01

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 for the "On Call Services – Traffic Studies County Wide" 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.

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 is for a period of **two (2) years,** commencing, ***September 10, 2015,*** expiring, ***September 11, 2017*** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the

Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written

notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to

date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1**"-***Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the

Engineer for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a

request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those

previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the

Engineer and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and

authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper

execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and

specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records,

correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment

being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from

errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the

Owner that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a

Project with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer'**s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and

required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or

death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to***

the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agre+es 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 302 W. University Drive Edinburg, Texas 78539	**L & G Consulting Engineers, Inc.** d/b/a **L&G Engineering** 2100 West Expwy 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 by Commissioners' Court on: _____, 2015

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, 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 – Sample Work Authorization Form
EXHIBIT F – Sample Supplemental Agreement Form
EXHIBIT G – Certificate of Insurance (*Hidalgo County)*

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-15-255-09-01-L&G-MPO and Traffic Studies contract

From : Steve Crain <scrain@atlashall.com> Mon, Aug 31, 2015 05:27 PM
Subject : RE: C-15-255-09-01-L&G-MPO and Traffic Studies contract
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

It is OK.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, August 31, 2015 5:15 PM
To: Steve Crain
Cc: Martha L. Salazar
Subject: C-15-255-09-01-L&G-MPO and Traffic Studies contract

Mr. Crain:

As requested please review revised Article 2.1 Scope of Work 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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-15-255-09- 01

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 for the "On Call Services – Hidalgo County Metropolitan Planning Organization (HCMPO) Representation" 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.

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 is for a period of **two (2) years,** commencing, ***September 10, 2015,*** expiring, ***September 11, 2017*** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the

Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written

notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to

date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1**"-***Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the

Engineer for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a

request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those

previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the

Engineer and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and

authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper

execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and

specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records,

correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment

being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from

errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the

Owner that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a

Project with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer'**s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and

required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or

death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to***

the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agre+es to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from,

or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	**L & G Consulting Engineers, Inc.** d/b/a
302 W. University Drive	**L&G Engineering**
Edinburg, Texas 78539	2100 West Expwy 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 by Commissioners' Court on: _____, 2015

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, 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 – Sample Work Authorization Form
EXHIBIT F – Sample Supplemental Agreement Form
EXHIBIT G – Certificate of Insurance (*Hidalgo County)*

AI-50961 **Purchasing Department** **22. A. 2.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to Option 2/B selected [HCCC 08-18-15], acceptance and approval of the final negotiated contract for: "Professional Energy Consulting Services to Assist Hidalgo County to Procure Electric Energy Services" with **Texas Energy Consultants** for RFP 2015-028.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-00-115-002-0-310

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

BUDGETARY IMPACT:

Funds available as of 8/28/15.

Attachments

Mr. Crains Okay of Contract

C-15-028-09-01 w/Updated Ins.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/28/2015 11:14 AM
Budget & Management	Veronica Ortiz	08/28/2015 11:43 AM
Glinda Pacheco	Glinda Pacheco	08/28/2015 01:27 PM
Auditor's Office	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Yolanda Velasquez Started On: 08/17/2015 11:05 AM

Final Approval Date: 08/28/2015

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

RE: C-15-028-09-01-Energy Consulting Services

From : Steve Crain <scrain@atlashall.com> Fri, Aug 28, 2015 08:38 AM
Subject : RE: C-15-028-09-01-Energy Consulting Services 1 attachment
To : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>

Good to go.

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Friday, August 28, 2015 8:24 AM
To: Steve Crain
Subject: Re: C-15-028-09-01-Energy Consulting Services

Good Friday Morning Mr. Crain,

Attach please find copy of updated insurance. Please advise if contract is good to go.

Have a great day!

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Thursday, August 27, 2015 4:05:57 PM
Subject: RE: C-15-028-09-01-Energy Consulting Services

The revision is OK but I cannot approve the agreement until I receive the corrected insurance certificate.

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, August 27, 2015 2:57 PM

To: Stephen L. Crain
Subject: Re: C-15-028-09-01-Energy Consulting Services

Made change as requested and have called Vendor along with Agent to address concern on Workers Comp lack of Effective/Termination Dates. Please review as to form and will forward updated insurance as soon as I receive it.

Thank you
Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Thursday, August 27, 2015 1:27:41 PM
Subject: FW: C-15-028-09-01-Energy Consulting Services

Good afternoon Yolanda:

See the attached with minimal revisions. If you have any questions, please call our office.
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

cid:8200F955-38AE-4A9E-B278-6C48CC4C105

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From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, August 27, 2015 11:28 AM
To: Steve Crain
Subject: Re: C-15-028-09-01-Energy Consulting Services

Is it good to go?

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Thursday, August 27, 2015 11:06:00 AM
Subject: RE: C-15-028-09-01-Energy Consulting Services

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, August 27, 2015 10:53 AM
To: Stephen L. Crain
Subject: Re: C-15-028-09-01-Energy Consulting Services

Made changes as directed. Please review as to form.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>

To: "Stephen L. Crain" <scrain@atlashall.com>
Sent: Thursday, August 27, 2015 10:17:09 AM
Subject: Re: C-15-028-09-01-Energy Consulting Services

Question;

Do I proceed to remove sentence from section; pursuant to Article 2254 "The Professional Service Procurement Act", Texas Local Government Code? Or please advise what language to utilize.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Thursday, August 27, 2015 9:50:30 AM
Subject: FW: C-15-028-09-01-Energy Consulting Services

Good morning Yolanda:

See attached doc005.PDF with Mr. Crain's proposed changes. If you have any questions, please call our office.

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

cid:8200F955-38AE-4A9E-B278-6C48CC4C105

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From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, August 26, 2015 3:31 PM
To: Stephen L. Crain
Subject: Re: C-15-028-09-01-Energy Consulting Services

Mr Crain,

Made changes as requested. Please review as to form.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Wednesday, August 26, 2015 1:35:09 PM
Subject: FW: C-15-028-09-01-Energy Consulting Services

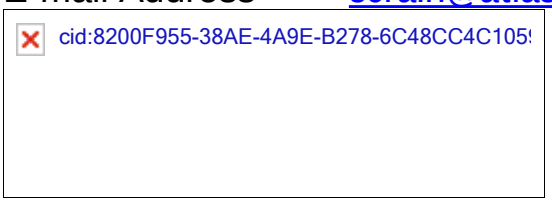
Hi and good afternoon Yolanda:

See the attached pdf document with Mr. Crain's comments, changes. If you have any questions, please call our office.

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



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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.

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, August 26, 2015 11:28 AM
To: Steve Crain
Subject: C-15-028-09-01-Energy Consulting Services

Good morning Mr. Crain,

Please review as to form. Working on an agenda for the 1st of September.

Thanks

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

image001.jpg
5 KB

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-15-028-09-01

THIS AGREEMENT is made on the **1st** day of **September**, **2015** by and between

HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter "County") and **Robert Peña Jr. dba /Texas Energy Consultants** (hereinafter" Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter;

WHEREAS, Consultant has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant agree as follows:

1. Consultant agrees to provide the County the consulting services required by Hidalgo County in connection with **"Professional Energy Consultant Services"** (the "Project"). Consultant responded to County requested proposals to assist the County in providing consulting services for the Project. The services include, but are not limited to, the items listed on Exhibit "A", which is attached and made a part of this Contract.

2. Consultant will report any problems or recommended changes in the Implementation of **"Professional Energy Consultant Services"** to Hidalgo County.

3. As consideration for services of Consultant described herein, County agrees to pay Consultant the fees as outlined in Exhibit "B", which is attached to and made a part

of this Contract.

4. Consultant must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant represents and maintains that it is an independent Contractor and is not an employee of County or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of County. Consultant(s) agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Consultant agree that either party may terminate this Contract without cause upon thirty (30) days written notice to consultant. In the event this Contract is terminated without cause by County, but not otherwise, any unpaid fees or compensation owing to Consultant at the time of termination under this Contract will be due and payable to Consultant within thirty (30) days following the date of Contract termination.

6. Consultant may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Consultant agrees to comply with the Title VI of the Civil Rights Act of 1964.

8. The term of this Contract shall commence **September 07, 2015** and terminate **September 06, 2017** with Hidalgo County's option to extend one (1) additional year. If within 90 days of retail electric services contract expiration the County, at County's option, elects to renew or extend this Contract with the same terms and conditions, then this Contract will extend for the same period as the retail electric services contract.

9. Notice. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall

be in writing and shall be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County:	County of Hidalgo, Texas Attn: County Judge 100 East Cano St, 2nd Floor Edinburg, Texas 78539
If to Consultant(s):	Texas Energy Consultants Attn: Robert Peña Jr. 2516 West Freddy Gonzalez Dr 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 at it is deposited in the United States mail.

10. Conflict with Applicable Law. Nothing in this Contract shall be construed so as to require the commission of any contrary to law, and whenever this is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extend necessary to bring them within the legal requirements and only during the time such conflict exists.

11. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. Entire Agreement. This Contract contains the entire Agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant 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 obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. Additional Documents. The parties hereto covenant and agree that the will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

15. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

16. Assignment. This Contract shall not be assignable; provided, however, that Consultant may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant is not excused from and/or does not delegate its duties hereunder.

17. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of

any provision or paragraph hereof.

18. Gender and Number. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

20. Ethical Provision. It is understood that the employees of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant has not paid or agreed to pay any employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Contract, County may terminate this Contract upon ninety (90) days written notice to Consultant(s). County, agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. Indemnity and Hold Harmless. Consultant agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are

primarily attributable to the acts or omissions of Consultant or the acts or omissions of Consultant employees, agents or other representatives, including the violation of any law or regulation related to Consultant duties under this Contract.

23. Representation and Warranties. Consultant represents and warrants to County all representations and warranties of Consultant as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. In the event any representation or warranty of Consultant hereunder is or becomes incorrect or untrue, Consultant agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to terminate this Contract, for cause, in the manner herein provided. Consultant acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant as herein contained as a material inducement to County to enter into the Contract.

24. 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.

EXECUTED and effective as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON_____, 2015.

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P

By:_____
Stephen L. Crain

Date:_____

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia , County Judge

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date: _____

TEXAS ENERGY CONSULTANTS

By:_____

Printed Name: Robert Peña Jr.
Title: Owner
Date:_____

EXHIBIT "A"
RFP PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 26, 2015

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Proposals - **"Hidalgo County-Professional Energy Consultant Services "**
RFP NO: 2015-028-02-11-YZV

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/Yyzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSALS (RFP) CHECKLIST

"Hidalgo County-Professional Energy Consultant Services"

RFP NO: 2015-028-02-11-YZV

1. **Request for Proposals Letter.**
2. **Request for Proposals, Legal Notice, consisting of 9 pages.**
3. **Exhibit A, Requirements, Scope of Services, Specifications/Requirements consisting of 9 pages.**
4. **Exhibit B, Evaluation/Selection Criteria, consisting of 3 page.**
5. **Exhibit C, Insurance Requirements, consisting of 3 pages.**
6. **Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 page.**
7. **Exhibit E, Proposer's Affidavit, consisting of 1 page.**
8. **Proposer/Vendor Application and IRS W-9 Form, consisting of 6 pages.**
9. **Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.**
10. **Draft Professional Services Contract, consisting of 11 pages.**

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

January 26, 2015
Date

RFP NO: 2015-028-02-11	Buyer III: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"PROFESSIONAL ENERGY CONSULTING SERVICES"

Acceptance Date: February 11, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
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

(956) 318-2626

Form HCPD-04

1. Sealed proposals will be received for **"Hidalgo County –Professional Energy Consulting Services"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor'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, **RFP NO: 2015-028-02-11-YZV-Hidalgo County- Professional Energy Consulting Services "** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, February 11, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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: RFP NO: 2015-028-02-11-YZV-HIDALGO COUNTY- PROFESSIONAL ENERGY CONSULTING SERVICES".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: yolanda.velasquez@co.hidalgo.tx.us , BY NO LATER THAN **Wednesday, 28, 2015 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 30, 2015**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. 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 proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)
    - No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)
  d) Notation – "**Hidalgo County- Professional Energy Consulting Services**"
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**February 11 , 2015**
Project/Anticipated Award Date:	**_____, 2015**
Commence Work or Deliver Products	**_____, 2015**

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 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 participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and 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 therefor 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 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 successful Proposer 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and and benefits as required by Federal or State law. Successful proposers' 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 proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

REQUEST FOR PROPOSAL
"Hidalgo County- Professional Energy Consulting Services "
RFP NO: 2015-028-02-11-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
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 proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

EXHIBIT "A"

SCOPE OF SERVICES/REQUIREMENTS

REQUEST FOR PROPOSALS

Hidalgo County
"PROFESSIONAL ENERGY CONSULTING SERVICES"

(NIGP CODE: 910-16)

RFP: 2015-028-02-11

OVERVIEW:
Hidalgo County is requesting sealed qualifications from interested and qualified consultants/firms to provide professional consulting services related to the procurement and delivery of electricity of its facilities, along with auditing of the electricity bills. **"Professional Energy Consulting Services"** will assist with the details of the RFP (if authorized by Hidalgo County Commissioners' Court) to evaluate the proposals and to assist Commissioner's Court during the decision making process and/or to seek proposals from all cooperative purchasing programs utilized and approved by Hidalgo County. The County's current Retail Energy contract expires on, November 30, 2015.

The term of this agreement will commence upon final acceptance of negotiated contract by Commissioner's Court and will continue for a period of two (2) years with Hidalgo County's option to extend one (1) additional year. The final agreement may be terminated by Hidalgo County upon providing consultant a thirty (30) day written notice.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"RFP No: 2015-028-02-11-YZV- Professional Energy Consulting Services"** as specified herein. Sealed Proposals will be accepted until **9:30 A.M., February 11, 2015. ANY PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

SECTION I

GENERAL TERMS AND CONDITIONS

Deliver Submittal to: Martha L. Salazar, CPPB, Purchasing Agent, at:

ADDITIONAL INFORMATION:
Hidalgo County is requesting that sealed proposals must be routed to

US Postal Mail address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE (956)292-7612 OR VIA E-MAIL TO: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN, **Wednesday, January 28, 2015 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **Friday, January 30, 2015 by 5:00 P.M. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

Any/All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

PROPOSER'S AFFIDAVIT: Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit "E")** certifying 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 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-COLLUSION: Submitters, by submitting the signed Participant's Affidavit (Exhibit E), certify that the accompanying submission is not the result of , or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the consultant.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department **WILL NOT** accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering RFP to make sure that it is stamped with time and date by the County Purchasing Staff.

SIGNING OF PROPOSAL: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT: The term of this agreement will commence upon final acceptance of negotiated contract by Commissioner's Court and will continue for a period of two (2) years with

the county's option to renew for an additional one (1) years term, at the same rates, terms and conditions. The final agreement may be terminated by Hidalgo County upon providing consultant a 30 day written notice.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions.

DAVIS BACON ACT: (If applicable) All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II- SCOPE OF SERVICES/REQUIREMENTS

SCOPE OF SERVICES:

A. The consultant to assist Hidalgo County including, but not limited to the following:

1. Assist in development of the requirements for an RFP (Request for Proposal) for the procurement of electricity services provider to the facilities operated by Hidalgo County.
2. Create RFP to obtain price quotes from RFP's prior to the current electricity contract expiration.
3. Review current electrical billings, meters and identify current contract requirements and/or terms that are of concern to Hidalgo County.
4. Inputting the electrical bill on a customized excel spreadsheet for energy quote comparison.
5. Assist the evaluation of the RFP's for delivery of electric services to Hidalgo County facilities.
6. Assist Hidalgo County's evaluation committee in reviewing the RFP's submitted to the County.
7. Assist in negotiating and reviewing energy contracts and quotes from Retail electric services providers.
8. Meet with County officials to review electrical RFP details such as, company references, financial stability, pricing; pass thru fees, gross receipts tax and other terms of the proposed contract.
9. Assist in providing a recommendation of the proposals received to Commissioner's Court and/or provide answers to any questions posed by Commissioner's Court during the decision making process. Provide a presentation of findings to County staff and Commissioner's Court.
10. Provide an analysis/comparison/assessment of prices, products and contract business terms of the County's electric provider and work the County's legal counsel to negotiate terms of final agreement with County and awarded electric provider.
11. Be available for presentation to Commissioner's Court during the procurement process of the energy contract and during the term of the contract with the energy provider.
12. Be available to provide presentation to commissioner's Court as required by Hidalgo County to Commissioner's Court.

B. The consultant will be required to provide the following services during the term of the contract (after selection of the electric services provider and during the term of the electric services provider contract).

1. Evaluate the electrical consumption of the County and provide recommendations to reduce energy consumption.
2. Analyze peak hours of electric usage.
3. Monitor and audit utility bills on a monthly basis. Providing month electricity bill audit analysis and yearly budget reports starting upon award of contract by Hidalgo County Commissioners' Court and execution of final agreement.
4. Provide support of energy cost reductions, meter consolidation and comply with HB 3693. Provide information needed to conform with SB 12 and HB 3693.
5. Assist with the addition and/or deletion of accounts for county buildings.

6. Resolve billing issues with REP or TDSP and dispute and provide support for bill error credits and corrections and meter additions and/or deletions.
7. Provide recommendations on how to reduce or consolidate the number of meters and meter cost at County facilities.
8. Provide recommendations on energy reduction projects for county facilities.
9. Provide recommendations during new & renovation construction projects on possible energy reduction measures.

REQUEST FOR PROPOSALS

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

RFP SUBMISSION:

A total of one (1) original and seven (7) copies response shall be submitted to: Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539.

CONTENTS:

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent firm(s), registered and licensed (if applicable) for the services being requested in the RFP and/or do business in the State of Texas, who has experience in, but not limited to:

A. Before a consultant is considered for selection for energy consultant the following qualifications must be demonstrated:
   1. The consultant or his/her firm shall not engage in the sale of energy.
   2. The consultant must disclose any potential conflict of interest with participating in the recommendation of an energy provider.
   3. Consultant shall have experience of at least 3 years working in deregulated working energy markets.
   4. Consultant shall be certified by the State of Texas Public Utilities Commission.
   5. Consultant shall have 3 years experience in negotiating electricity contracts for counties, cities, school districts with the capacity of at least 20,000,000 kwh load
   6. Consultant shall have 3 years experience in providing competitive assessment and procurement advisory
   7. Provide a list of three (3) references with contact information where the proposed consultant has assisted in obtaining a retail electricity contract.

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.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. 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 5 pages.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, etc. **The Proposer(s) should add copies of their Professional Liability Insurance in the response.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Hidalgo County is hereby requesting a lump sum flat rate proposal fee based on the scope of services/requirements.

SECTION III- SELECTION/EVALUATION/RANKING

SELECTION PROCEDURES/EVALUATION SYSTEM:
The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Evaluation Committee selected by Hidalgo County Commissioner's Court, Elected Official or User Department will review, score and evaluate the Request for Proposals (RFP's) responses received.

B. After the RFP responses have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

C. Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

SCORING AND EVALUATION PROPOSALS
Proposals will be evaluated and scored for innovation and completeness, in response to each of the elements outlined in the Scope of Services including but not be limited to, the items listed below:

1. Qualifications/Experience: 40pts
a. Experience in negotiating electricity contract for counties, cities, school districts with at least 20,000,00 kwh load, which must be identifies in this RFP
b. Certified by the State of Texas Public Utilities commission

2. Capacity to perform services: 30pts.
   a. Consultant shall have a proven record in providing competitive assessment and procurement advisory services for the procurement & audit of electricity.
   b. Provide resumes on key personnel that have more than three (3) years experience working in deregulated energy markets.
   c. Identify team members to be assigned to Hidalgo County's accounts, including qualifications.
   d. List of three (3) references with contact information where the proposed consultant or firm has assisted in obtaining a retail energy contract.

3. Knowledge of Rules, Regulation, Codes and Other Information: 20pts
   a. Knowledge of utility rate schedules TDSP Tariff's.
   b. Provide written documentation communicating your knowledge of rules, regulations, codes and other information.

4. Understanding & Capacity to provide suggestions and ideas for Energy Savings to Hidalgo County. 10pts
   a. Provided traditional savings efforts for energy savings for future for Hidalgo County.

Total 100 points

EVALUATION PROCESS

All proposals will be examined by Hidalgo County Purchasing Department Staff and/or designated committee.

The evaluators will consider the most cost productive, efficient and effective plan. Emphasis will be placed on experience, as well as meeting the needs of the using department(s). While Hidalgo County appreciates a brief straight forward and concise reply, the participants must fully understand that the evaluation is based on the information provided herein Accuracy and completeness are essential. Omissions, ambiguous or equivocal statements may be construed against the participant. The proposal response may be incorporated into any contract, which results from this RFP, and participants are cautioned not to make claims or statements, which they are not prepared to commit to contractually. Failure of the participant to meet such claims will result in a requirement that the vendor provide the resources necessary to meet submitted claims.

Hidalgo County, reserves the right to accept such a proposal if it is determined to be in the best interest of Hidalgo County.

Hidalgo County may initiate discussions with selected participants(s); however, discussions **may not** be initiated by participants. Hidalgo County expects to conduct discussions with participant's representatives authorized to contractually obligate the vendor with an offer. Consultant(s) shall not contact any personnel of Hidalgo County during the RFP process without the express permission from the Office of the Hidalgo County Purchasing Agent. Hidalgo County Purchasing may disqualify any participant who has made site visits, contacted any personnel of Hidalgo County, or distributed any literature without authorization from the Purchasing Department.

All documents will be held by Hidalgo County and are NOT subject to public view until an award is made. Under the Request for Proposal process, sealed offers will be received and opened in the Office of the Hidalgo County Purchasing Agent. At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until time of award. When an award is made, proposals are subject to review under the "Public Information Act". To the extent permitted by law, participants may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be readily separable from the proposal, and shall be CLEARLY MARKED "CONFIDENTIAL".

NEGOTIATION PROCESS:

The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFPs.

TERMINATION OF SERVICES:

Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with thirty (30) days written notice prior to cancellation.

SELECTION/EVALUATION/RANKING CRITERIA

The respondent's RFP will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFP Evaluation Form."

1. **QUALIFICATIONS/EXPERIENCE: (40) POINTS**

- Experience in negotiating electricity contracts for other jurisdiction such as: counties, cities, school district of Similar size as Hidalgo County and with at least 20,000,000 kwh load, which must be identified in this RFP.
- Consultant shall be certified by the State of Texas Public Utilities Commission.

2. **CAPACITY TO PERFORM SERVICES: (30) POINTS**

- Consultant shall have a proven record in providing competitive assessment and procurement advisory services for the procurement & audit of electricity.
- Provided resumes on key personnel that have more than three (3) years experience working in deregulated energy markets.
- Indentify team members to be assigned to Hidalgo County's accounts, including qualifications.
- List of Three (3) references with contact information where proposed consultant or firm has assisted in obtaining retail energy contracts.

3. . **COST/NEGOTIATION RECOVERIES: (20) POINTS**

- The Energy Management Consultant must provide price rate structure;
- The Energy Management Consultant must provide references supporting contractor's effectiveness for negotiating recoveries.

4. **UNDERSTANDING, SUGGESTIONS AND FUTURE IDEAS FOR ENERGY SAVING TO HIDALGO COUNTY. (10) POINTS**

- Provided Traditional savings efforts for energy savings for future for Hidalgo County.

TOTAL: 100 POINTS

EVALUATION PROCESS

All proposals will be examined by Hidalgo County Purchasing Department Staff and designated committee.

The evaluators will consider the most efficient and effective plan. Emphasis will be placed on experience, as well as meeting the needs of the using departments (s). While Hidalgo County appreciates a brief straight forward and concise reply, the participants must fully understand that the evaluation

EXHIBIT "B"
HIDALGO COUNTY
"PROFESSIONAL ENERGY CONSULTING SERVICES"
RFP № 2015-028-02-11-YZV
RFP EVALUATION FORM

Selection Criteria	Minimum Points	Score
1. QUALIFICATIONS AND EXPERIENCE 40 PTS		
➢ Experience in negotiating electricity contracts for other jurisdiction such as: counties, cities, school district of Similar size as Hidalgo County and with at least 20,000,000 kwh load, which must be identified in this RFP.	0-30	
➢ Consultant shall be certified by the State of Texas Public Utilities Commission.	0-10	
Comments/Rationale for points:	**TOTAL:**	
2. CAPACITY TO PERFORM SERVICES 30 PTS		
➢ Consultant shall have a proven record in providing competitive assessment and procurement advisory services for the procurement & audit of electricity	0-15	
➢ Provide resumes on key personnel that have more than three (3) years experience working in deregulated energy markets	0-5	
➢ Identify team members to be assigned to H.C. accounts, including qualifications	0-5	
List of three (3) references with contact information where proposed consultant or firm has assisted in obtaining retail energy contracts	0-5	
Comments/Rationale for points:	**TOTAL:**	
3. COST/NEGOTIATION RECOVERIES 20 PTS		
➢ The Energy management Consultant must provide price rate structure	0-10	
➢ The Energy Management Consultant must provide references supporting contractor's effectiveness for negotiating recoveries.	0-10	
Comments/Rationale for points:	**TOTAL:**	
4. UNDERSTANDING, SUGGESTIONS & FUTURE IDEAS FOR ENERGY SAVINGS TO H.C. 10 PTS		
➢ Provide traditional savings efforts for energy savings for future to Hidalgo County	0-10	
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ 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	$
					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 Companys' 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

PROPOSER'S AFFIDAVIT
Exhibit "E"

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 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 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)**

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ ore 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.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____
_____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____
_____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____
_____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-15-028-00-00

THIS AGREEMENT is made on the ___ day of _____, **2015** by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and _____ a resident of (Hidalgo County, Texas)_____ (hereinafter" Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter, and

WHEREAS, Consultant(s) has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant(s) agree as follows:

1. Consultant(s) agrees to provide the County the consulting services required by Hidalgo County in connection with **"Professional Energy Consultant Services"** (the Project") pursuant to Article 262.024 "The Professional Service Procurement Act", Texas Local Government Code. The County requested proposals form professional consultants to assist the County to providing consulting services for the Project. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Contract.

2. Consultant(s) will report any problems or recommended changes in the Implementation of **"Professional Energy Consultant Services"** to Hidalgo County.

3. As consideration for services of Consultant(s) described herein, County agrees to

pay Consultant(s) the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Consultant(s) must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant(s) represents and maintains that he is an independent Consultant(s) and is not an employee of County or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County. Consultant(s) agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Consultant(s) agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all. In the event this Contract is terminated without cause by County, but not otherwise, any unpaid fees or compensation owing to Consultant(s) at the time of termination under this Contract will be due and payable to Consultant(s) within thirty (30) days following the time of contract termination.

6. Consultant(s) may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Consultant(s) agrees to comply with the Title VI of the Civil Rights Act of 1964.

8. The term of this Contract shall commence_____ and terminate upon_____.

9. Notice. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

DRAFT

If to County: County of Hidalgo, Texas
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Consultant(s): _____
Attn: _____
_____
_____

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 at it is deposited in the United States mail.

10. Conflict with Applicable Law. Nothing in this Consultant(s) shall be construed so as to require the commission of any contrary to law, and whenever this is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extend necessary to bring them within the legal requirements and only during the time such conflict exists.

11. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. Entire Agreement. This Contract contains the entire Contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant(s) and not otherwise.

DRAFT

13. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. Additional Documents. The parties hereto covenant and agree that the will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

15. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

16. Assignment. This Agreement shall not be assignable; provided, however, that Consultant(s) may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant(s) is not excused from and/or does not delegate its duties hereunder.

17. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. Gender and Number. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

19. Authority to Execute. The execution and performance of this Contract by County and Consultant(s) have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant(s) in accordance with its terms.

DRAFT

20. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant(s) warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant(s) has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant(s). 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 provision of Tex. Loc. Govt. Code Ann§71.903 (Vernon Supp. 1995).

22. Indemnity and Hold Harmless. Consultant(s) agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant(s) or the acts or omissions of Consultant(s) employees, agents or other representatives, including the violation of any law or regulation related to Consultant(s)'s duties under this Agreement.

To the extend permitted by applicable law, County agrees to indemnify and hold Consultant(s) harmless from any loss, costs, liabilities or damages which are incurred by

DRAFT

Consultant(s) which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

23. Representation and Warranties. Consultant(s) represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. In the event any representation or warranty of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to terminate this Contract, for cause, in the manner herein provided. Consultant(s) acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant(s) as herein contained as a material inducement to County to enter into the Contract.

DRAFT

EXECUTED and effective as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON_____, 2015.

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P

By:_____
Stephen L. Crain

Date:_____

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia , County Judge

Date:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date:_____

Consultant:

By:_____

Printed Name:_____

Title:_____

Date:_____

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EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
PAYMENT SCHEDULE

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EXHIBIT "C"
INSURANCE REQUIREMENTS

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EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

EXHIBIT "B"
PAYMENT SCHEDULE

TEXAS ENERGY CONSULTANTS

Edinburg Office
2516 West Freddy Gonzalez Dr.
Edinburg, TX 78539
956-207-3644

PROPOSED FEE SCHEDULE

B. **Option 2**: Flat rate fee schedule of $40,000 per year with monthly billings of $3,333 per month for the duration of the term of the retail energy contract approved by Commissioners Court.*

Scope of Work for this schedule includes the objective of competitively securing the lowest possible energy market price by:

1. Drafting the bid parameters for equality & completion of pricing offers.
2. Promote offers from state energy companies that are aggregators, cooperatives, State GLO program, independents such as STAP, etc.
3. Conduct an objective & quantitative analysis of bids.
4. Receive, tabulate & analyze submittals. Such as pricing parameters, contract parameters such as hidden fees or costs, "blend & extend", market fluctuations & pricing adjustments, etc.
5. Prep bid tab grid for presentation to Comm Court, i.e. top 3 or 4
6. Make presentation & recommendation to Court.
7. Ensure contract implementation with all meters included.
8. Assist with meter additions or deletions throughout term of the agreement.
9. Review of monthly billings & audits on a quarterly basis to ensure contract parameters & pricing are being met.
10. Review & audit of previous year's monthly billing for inaccuracies, energy demand load adjustments, etc.
11. Review & audit of pricing adjustments, fees & TDSP charges.
12. Secure reimbursements for incorrect data, market adjustments or pricing inaccuracies that resulted from the billing audit & review of data.
13. Review & determine alternative energy solutions for the County. i.e. energy conservation & savings, alternative energy solutions such as solar, L.E.D., & renewable.

*Payment for term of the energy contract is a common industry practice recognized by all retail energy providers.

EXHIBIT "C"
INSURANCE
REQUIREMENTS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2015

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
Allstate Insurance
2518 West Freddy Gonzalez Dr.
Edinburg, TX 78539

CONTACT NAME: Xavier Pena
PHONE (A/C, No, Ext): 956-387-0107 FAX (A/C, No): 956-387-0891
E-MAIL ADDRESS: xavierpena2@allstate.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Texas Energy Consultants
2516 West Freddy Gonzalez Dr.
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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	[X] COMMERCIAL GENERAL LIABILITY			494349801981			EACH OCCURRENCE	$ 500,000.00
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
					07/01/14	06/30/16	MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000.00
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY			873275162			COMBINED SINGLE LIMIT (Ea accident)	$ 500,000.00
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS				07/01/14	06/30/16	BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			G-28362123897	07/01/14	06/30/16	[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] N/A						E.L. EACH ACCIDENT	$ 500,000.00
	(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
Hidalgo County
Attn: Purchasing Dept
2812 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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AI-51064 **Purchasing Department** **22. A. 3.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Precinct #1:
Acceptance and approval to issue payment to Citi-Bank Corporate/Credit Card in the amount of $123.76X2=$247.52 [no show charge for 2 single nights] for a former elected official and a staff member [although POs were issued-Pct. canceled same since trip was not taken but did not account for penalty of one night charges] due since 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-413-30-125-004-0-583

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

BUDGETARY IMPACT:

Funds available as of 8/27/15.

Attachments

email court
email
purchase order

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/26/2015 02:14 PM
Budget & Management	Veronica Ortiz	08/26/2015 02:42 PM
Glinda Pacheco	Glinda Pacheco	08/27/2015 09:55 AM
Auditor's Office	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Marty Salazar		Started On: 08/25/2015 03:53 PM
Final Approval Date: 08/28/2015		

Nielda Cavazos

From: Emelia Suarez [emelia.suarez@auditor.co.hidalgo.tx.us]
Sent: Tuesday, November 01, 2011 2:37 PM
To: nielda.cavazos@co.hidalgo.tx.us
Subject: FW: CITIBANK STMT
Attachments: OCT.pdf

From: Ovidio Gonzalez [mailto:ovidio.gonzalez@co.hidalgo.tx.us]
Sent: Friday, October 14, 2011 10:02 AM
To: emelia.suarez@auditor.co.hidalgo.tx.us
Subject: CITIBANK STMT

PO'S:

AUDITORS: 663876

JUVE PROB: 663285, 663285

PCT 1: 663968, 664004

ST/CRT: REQ: 0020478. Total price will be $705.90. The 235.30 is the deposit. He is staying 2 extra nights.

Ovidio Gonzalez
Hidalgo County - Purchasing Dept
956-318-2626 ext 4879

Zimbra **martha.salazar@co.hidalgo.tx.us**

Citi Credit Card - Old Pending Charges

From : Arcy Duran <arcy.duran@auditor.co.hidalgo.tx.us>
Tue, Aug 25, 2015 01:31 PM
1 attachment

Subject : Citi Credit Card - Old Pending Charges

To : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

Cc : 'Nielda Cavazos' <nielda.cavazos@co.hidalgo.tx.us>, Linda Fong <linda.fong@auditor.co.hidalgo.tx.us>, 'Erica M Espinosa' <erica.espinosa@auditor.co.hidalgo.tx.us>, elizabeth cano <elizabeth.cano@auditor.co.hidalgo.tx.us>

Good afternoon, Marty:

There are 3 charges from 2011 on the Citi credit card statements that were never paid (see below). Please place the charges as claims on the agenda so that payment may be processed.

09/11/2011 extra night	THE US GRANT A LUXURY	235.30 stayed 1
11/09/2011	FAIRFIELD INN SA DWTN	123.76 no shows
11/09/2011	FAIRFIELD INN SA DWTN	123.76 no shows

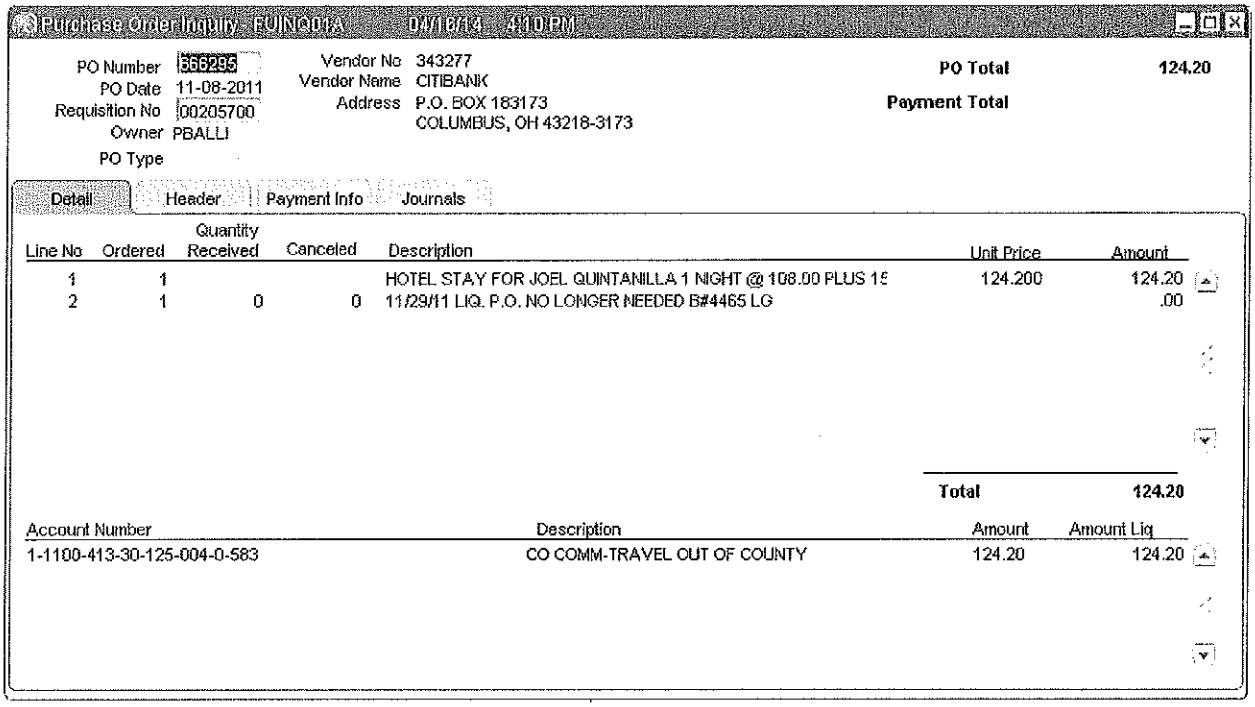
Thank you,

Arcy B. Duran

CONFIDENTIALITY NOTICE

This transmission is intended for the sole use of the individual and/or entity to whom it is addressed, and may contain information and/or attachments that are privileged, confidential and exempt from disclosure under applicable law. If the reader of this transmission is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, duplication or the taking of any action in reliance on the contents of this transmission by someone other than the intended addressee or its designated agent is strictly prohibited. If your receipt of this transmission is in error, please notify the sender by replying immediately to this transmission and destroy the transmission. Thank you

image001.jpg
4 KB


Purchase Order Inquiry FUINQ01A 04/16/14 4:10 PM
PO Number 366295
PO Date 11-08-2011
Requisition No 00205700
Owner PBALLI
PO Type
Vendor No 343277
Vendor Name CITIBANK
Address P.O. BOX 183173
COLUMBUS, OH 43218-3173
PO Total 124.20
Payment Total
Detail
Header
Payment Info
Journals
Line No Ordered Quantity Received Canceled Description Unit Price Amount
1 1 HOTEL STAY FOR JOEL QUINTANILLA 1 NIGHT @ 108.00 PLUS 15 124.200 124.20
2 1 0 0 11/29/11 LIQ. P.O. NO LONGER NEEDED B#4465 LG .00
Total 124.20
Account Number Description Amount Amount Liq
1-1100-413-30-125-004-0-583 CO COMM-TRAVEL OUT OF COUNTY 124.20 124.20

AI-50759 **Purchasing Department** **22. A. 4.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to exercise the County's option to extend the second and final extension as stipulated and provided in the following service contract for - "**Security Guard Services**" for Hidalgo County" E-14-342-08-25 under the same rates, terms and conditions with **Valley Metro Security, LLC.**

BACKGROUND

Term: October 19, 2015 thru October 18, 2016.
Various Accounts.

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:

Funds available as of 8/20/15.

Attachments

Mr. Guerras Approval to Renew
Signed-Extension Letter-Contract
General Liability Insurance

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/20/2015 10:33 AM
Budget & Management	Debbie Tamez	08/20/2015 11:33 AM
Manuel Chapa	Debbie Tamez	08/20/2015 03:31 PM
Auditor's Office	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Yolanda Velasquez Started On: 08/04/2015 11:59 AM

Final Approval Date: 08/28/2015

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Re: Security Guard Services

From : Valde Guerra <valde.guerra@co.hidalgo.tx.us> Wed, Aug 05, 2015 01:53 PM
Subject : Re: Security Guard Services
To : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>
Cc : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Thank you.

Respectfully,

Valde Guerra
CEO

On Aug 5, 2015, at 1:00 PM, Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us> wrote:

> Yes it would be under same rates, terms and conditions.
> Thank you.
>
> Yolanda Velasquez, Buyer III
> Hidalgo County Purchasing Dept.
> Tel: (956) 318-2626 ext. 4881
> **yolanda.velasquez@co.hidalgo.tx.us**
>
> ---
>
> **From:** "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>
> **To:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
> **Cc:** "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
> **Sent:** Wednesday, August 5, 2015 12:10:13 PM
> **Subject:** Re: Security Guard Services
>
> Utilize final one (1) year renewal. Same rates and conditions?

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>
Cc: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
Sent: Monday, August 3, 2015 4:26:25 PM
Subject: Security Guard Services

Mr. Guerra,

Please be advised that the County's "Security Guard Services" Service contract will be expiring on October 18, 2015. Keep in mind that County can utilize its final one (1) year renewal option (Oct. 19, 2015 thru Oct. 18, 2016). My question to you is, do we renew final year renewal or do we proceed to advertise for said service?

Please advise to proceed accordingly.

Thank you for your assistance with this matter.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@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

August 05, 2015

Valley Metro Security, LLC
Attn: Francisco J. Guerrero
664 S. Jackson Rd.
Edinburg, Texas 78539

via email: frank.guerrero@valleymetro.net
cc: angela.mancia@valleymetro.net

Re: Renewal/Extension for Contract – E-14-342-08-25 (C-13-100-09-24) "Security Guard Services"-Hidalgo County

Dear Mr. Guerrero:

Hidalgo County Purchasing Department will be requesting Commissioner's Court to consider the County's sole option to exercise the second(2nd) year of the two (2) one (1) year renewal as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda/meeting of **August 18, 2015**for discussion, consideration and action, by signing below and returning to the Purchasing Department by no later than **Thursday, August 06, 2015** via facsimile to (956) 318-2629 or via email to: yolanda.velasquez@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: August 5, 2015

Additionally, we are requesting that your company provide an Updated Certificate of Insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4881. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

cc: department

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/06/2015

PRODUCER

ACCES INSURANCE AGENCY
5115 S BUSINESS 281 SUITE B
EDINBURG TX 78539

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

VALLEY METRO SECURITY, LLC
12513 BAIL BOND DRIVE
EDINBURG TX 78542

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: TEXAS MUTUAL INSURANCE	
INSURER B: PROGRESSIVE AUTO INSURANCE	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
		GENERAL LIABILITY				EACH OCCURRENCE	$	
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$	
		[ ] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$	
						PERSONAL & ADV INJURY	$	
						GENERAL AGGREGATE	$	
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$	
		[ ] POLICY [ ] PRO-JECT [ ] LOC						
B		**AUTOMOBILE LIABILITY**	054755730-0	06/20/2014	6/20/2016	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
		[X] ANY AUTO						
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$	1,000,000
		[ ] SCHEDULED AUTOS						
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$	1,000,000
		[X] NON-OWNED AUTOS						
						PROPERTY DAMAGE (Per accident)	$	1,000,000
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$	
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$	
						AGG	$	
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$	
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$	
							$	
		[ ] DEDUCTIBLE					$	
		[ ] RETENTION $					$	
A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	001062087	11/13/2014	11/13/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER		
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**				E.L. EACH ACCIDENT	$	1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$	1,000,000
						E.L. DISEASE - POLICY LIMIT	$	1,000,000
		OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AND/OR LOSS PAYEE AS RESPECTS ALL OPERATIONS OF THE NAMED INSURED FOR THE PRODUCTION. WAIVER OF SUBROGATION ARE INCLUDED ON GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES IN FAVOR OF "HIDALGO COUNTY"

CERTIFICATE HOLDER

Hidalgo County
Attn. Purchasing Department
2812 South Bus. Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

RINA CASAS

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

August 08, 2014

E-14-342-08-25

Effective Date: 10/19/2014 thru 10/18/2015

Valley Metro Security, LLC
Attn: Francisco J. Guerrero
664 S. Jackson Rd.
Edinburg, Texas 78539

via email: frank.guerrero@valleymetro.net
cc: linda.mercado@valleymetro.net

Re: Renewal/Extension for Contract - C-13-100-09-24 "Security Guard Services"-Hidalgo County

Dear Mr. Guerrero:

Hidalgo County Purchasing Department will be requesting Commissioner's Court to consider the County's sole option to exercise the extension/renewal for the **(First 1st Year)** of the additional **Two (2) One (1) Year** periods as provided in the current contract (under the same rates terms and conditions). Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda/meeting of **August 26, 2014**for discussion, consideration and action, by signing below and returning to the Purchasing Department by no later than **Monday, August 11, 2014** via facsimile to (956) 318-2629 or via email to: yolanda.velasquez@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: August 7, 2014

Additionally, we are requesting that your company provide an Updated Certificate of Insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4881. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

cc: department

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/2014

PRODUCER

ACCES INSURANCE AGENCY
5115 S BUSINESS 281 SUITE B
EDINBURG TX 78539

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 | **NAIC #**

INSURED

VALLEY METRO SECURITY, LLC
664 SOUTH JACKSON
EDINBURG TX 78539

INSURER A: TEXAS MUTUAL INSURANCE	
INSURER B: PROGRESSIVE AUTO INSURANCE	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		[ ] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
B		**AUTOMOBILE LIABILITY**	054755730-0	06/20/2014	06/20/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
		[X] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$ 1,000,000
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$ 1,000,000
		[X] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$ 1,000,000
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	001062087	11/13/2013	11/13/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AND/OR LOSS PAYEE AS RESPECTS ALL OPERATIONS OF THE NAMED INSURED FOR THE PRODUCTION. WAIVER OF SUBROGATION ARE INCLUDED ON GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES IN FAVOR OF "HIDALGO COUNTY"

CERTIFICATE HOLDER

Hidalgo County
Attn. Purchasing Department
2812 South Bus. Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

RINA CASAS

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VALLEY METRO SECURITY
Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/26/14

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
El Dorado Insurance Agency, Inc.
El Dorado Sec Srvs Ins Agy
PO Box 66571
Houston TX 77266

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): (713)521-9251 **FAX (A/C, No):** (713)521-0125
E-MAIL ADDRESS: certificates@eldoradoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : First Mercury Insurance Co.	10657
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Valley Metro Security, LLC dba
Valley Metro Security
664 South Jackson Road
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	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			SE-CGL-000002563-02	12/14/2013	12/14/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ Included
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED 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? (Mandatory in NH) Y / N 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 Is Named As An Additional Insured And/Or Loss Payee As Respects All Operations Of The Named Insured For The Production.
Waiver Of Subrogation Are Included On General Liability And Workers Compensation Policies In Favor Of "HIDALGO COUNTY"

CERTIFICATE HOLDER
HIDALGO COUNTY
ATTN. PURCHASING DEPARTMENT
2812 SOUTH 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
R.L. Ring, Jr./LY07

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AGENDA
CC REGULAR CONSENT
COMMISSIONERS' COURT
August 25, 2014
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 the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval for the exception of Item 2.JJ to be pulled for discussion.

Vote: 4 - 0 - Unanimously APPROVED

1. **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2014 Intradepartmental transfers:**

A.	**AI-46012**	2014 - WIC- ADM (1292)
B.	**AI-46115**	2014 - Crim DA (1100)
C.	**AI-46077**	2014 - County Court at Law #4 (1100)
D.	**AI-46054**	2014 - County Court #8 (1100)
E.	**AI-46070**	2014 - County Auditor's Office (1100)
F.	**AI-46051**	2014 - J.P. Pct. #2, Pl. 1 (1100)
G.	**AI-46037**	2014 - Tax Office (1100)
H.	**AI-46104**	2014 - Constable Pct #1 (1100)

12. **Budget & Management:**

A. **AI-46095** Self-Insured (2202):
Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of 08/01/2014-08/15/2014 in the amount of $ 37,816.39 and requesting approval of wire transfer.

B. **AI-45725** 1. Approval of reimbursement in the amount of $914,062.43 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 08/01/14 to 08/15/14.

08/01-01/14	$187,816.44
08/02-08/14	$323,914.49
08/09-15/14	$402,331.50
TOTAL	$914,062.43

2. Approval of wire transfer to cover claims paid.

13. **Purchasing Dept:**
Notes:
A. FOR ANY CONTRACTS(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. **AI-46120** 1. Acceptance and approval of request for payment of invoice # 3039-14(4th) for $2,585.70 submitted by Mata-Garcia Architects for the San Carlos Community Resource Center under contract C-13-072-09-03 (PO # 700944).

2. Acceptance and approval of request for payment of invoice # 452504/07/XV for $941.49 submitted by Dannenbaum Engineering Corporation for the Restitution Center Renovations & Additions under contract C-11-097A-02-28 (PO # 675757).

3. Acceptance and approval of request for payment of Application #4 for $57,000.00 submitted by NM Contracting LLC for the Restitution Center under contract C-13-234A-10-22 (PO# 704182).

B. **AI-46121** **HIDALGO COUNTY HUMAN RESOURCES DEPARTMENT:**

As requested by HC Auditor's Office, approval of a correction to Agenda Item #45552 (CC meeting of 07-22-14) to reflect the amount due to Subway as $52.40 **and not $42.40 (the typo) as posted** on agenda caption with all supporting documentation confirming the amount as $52.40 so as to have amount processed for payment.

C. **AI-45994** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County Precinct No. 4 - "Hauling Services for all Road Materials (Excluding Hot Mix). RFB No.: 2014-322-00-00-SGS. Including the re-advertising of project in the event no Bids responses are received and/or rejected and project is still required.

D. **AI-45903** Requesting authority to exercise one (1) year extension as provided in contract #C-13-180-09-13 for Professional Psychological Evaluations for HCSO Officers under the same terms, and conditions renewal/extension effective September 03, 2014 through September 04, 2015.

E. **AI-45906** Requesting authority to exercise the final one (1) year extension as provided in current contract for Chief Physician Services for Hidalgo County Health Department under the same rates, terms and conditions renewal/extension effective September 02, 2014 through September 01, 2015.

F. **AI-45967** Requesting approval of payment for Invoice # 3656 in the amount of $ 2,244.60 for professional engineering services submitted by contracted engineer, R. Gutierrez Engineering Corporation through Contract C-14-085-04-08 (WA#4) for the Pct. 2 Owassa Road project.

G. **AI-45926** Requesting authority to exercise the one (1) year term extension as provided in the current contract for: **"Security Guard Services"** (on an as needed basis) for Hidalgo County, under the same rates, terms and conditions with **Valley Metro Security, LLC.**

H. **AI-45993** Requesting authority to enter into a new 48-month new (capital) lease copier for a Ricoh Aficio MP 8100S through our membership/participation with (DIR) Department of Information Resources awarded vendor, RICOH USA, INC. contract DIR-SDD-1674 through requisition #261151 in the total monthly payment of $548.99 plus maintenance at $128.00 per month effective upon approval.

I. **AI-45985** Requesting approval of Payment Application No. 4 in the amount of $37,820.08 for road and drainage construction submitted by RDH Site and Concrete, through Contract #C-13-250-01-14 for Pct 2 Rancho Blanco Road Project, and certified for payment by project engineer, R. Gutierrez Engineering Corporation.

J. **AI-45979** The Hidalgo County Sheriff's Office is requesting to remove the following three county assets from their current inventory list, due to items either lost/stolen:

1) Asset Tag# 23847 Sig Sauer P220 Serial No. G178928
2) Asset Tag# 38657 Sig Sauer P220 Serial No. G329851
3) Asset Tag# 53868 Rifle 5.56 MM Serial No. 367562

K. **AI-45969** Requesting approval of payment for Invoice #3657 in the amount of $3,003.17 as submitted by contracted engineer, R. Gutierrez Engineering Corporation for professional services rendered through Contract C-12-314-01-29 Supplemental Agreement No. 1 to WA#1 for the Pct. 2 Rancho Blanco Road Project.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-100-09-24

THIS CONTRACT is made and entered into this **24th** Day of **September, 2013** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Valley Metro Security, LLC dba/Valley Metro Security,**("Company").

WHEREAS, Company responded to advertised notices for bids for **"Security Guard Services,** as more particularly described in Exhibit "A" (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 **October 19, 2013** and ending on **October 18, 2014** Hidalgo County at its sole discretion elect the option to extend the contract for two (2) - one (1) year terms at the same rates, terms and conditions and may further extend for 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** **302 W. University Drive** **Edinburg, Texas 78539**
If to Company	**Valley Metro Security, LLC** **Attn: Francisco J. Guerrero** **664 S Jackson Rd.** **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 ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this_____ day of _____, 2013.

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo Jr., County Clerk

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court on 9-24-13 RG

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Hidalgo County District Attorney's Office

By:_____
Josephine Ramirez Solis
Assistant District Attorney, County Affairs

APPROVED BY COMMISSIONES COURT: 09/24/2013

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

July 15, 2013

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Bids-"Security Guard Services"
Bid No: 2013-100-07-31-YZV
NIGP Commodity Code No. 990-46-Security Guard Services
(Internal use only)

Dear Prospective Bidders:

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/yzv
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 BIDS (RFB)

HIDALGO COUNTY
"Security Guard Services"
Bid No: 2013-100-07-31-YZV

TABLE OF CONTENTS

Item	Description	No. of Pages
1.	**Request for Bid Letter**	1
2.	**Request for Bid, Legal Notice**	8
3.	**Exhibit "A" Specifications/Requirements**	7
4.	**Exhibit "B" Bid Page,**	1
5.	**Exhibit "C" Insurance Requirements**	4
6.	**Exhibit "D" CIQ Conflict of Interest Questionnaire**	1
7.	**Vendor/Bidder Application and W-9 form**	6
8.	**Certification Regarding Debarment**	1
9.	**Draft Service Contract**	9

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 or via email to yolanda.velasquez@co.hidalgo.tx.us and advise of missing documentation.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

July 15, 2013
Date

Bid No: 2013-100-07-31-YZV	Buyer: Yolanda Velasquez	Tel. No: (956) 318-2626 Ext. 4881

REQUEST FOR BIDS

HIDALGO COUNTY

"Security Guard Services"

BID OPENING DATE: July 31, 2013 @ 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-Security Guard Services"* 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 bidder's name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: *Bid-2013-100-07-31-YZV -Hidalgo County-SECURITY GUARD SERVICES* and 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, July 31, 2013.*

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 *RFB No.2013-100-07-31-YZV-Hidalgo County-"SECURITY GUARD SERVICES"*

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)
  d) Notation - *"Hidalgo County-SECURITY GUARD SERVICES"* 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:

Elizabeth Cano, Accounts Payable Supervisor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**July 31, 2013**
Award of Contract	_____,2013
Commence Work or Deliver Products	_____,2013

18. **~~BID OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public

works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided 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.

24. 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.

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 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.

26. 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.

27. 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.

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 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
"Security Guard Services"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing 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"
Specifications/Requirements

Hidalgo County
"Security Guard Services"
RFB No.: **2013-100-07-31-YZV**
(NIGP Commodity Code No.: 990-46 Security Guard Services-*internal use only*)

The intention of this "Request for Bids (RFB) is to obtain the services of a qualified contractor to provide **Security Guard Officers** to perform **"Armed and Unarmed Security Services"** at various locations indicated herein for Hidalgo County on an **"as needed basis".** Services will be required Monday thru Sunday; hours will be determined by Assignee and/or location. Sealed bids will be received until **9:30 A.M., Wednesday, July 31, 2013. ANY RFB RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED**

SPECIFICATIONS:

a) **SCOPE OF SERVICES:** Bidder(s) will be required to provide security guard services under direction of Hidalgo County Constable Precinct No. 4- for several locations involved in this project. Security Guard Services will be: Monday-Sunday. Times will be designated by need and location.

b) **BIDDER(S) RESPONSIBILITY:** Shall furnish all necessary labor, supervision, uniforms, and equipment in accordance with the provision, terms and conditions set forth in RFB.

c) **POINT OF CONTACT** (POC) for designation of assignment(s) for Hidalgo County-Security Guard Services will be the following department:

Hidalgo County Constable Precinct 4
Tel: (956)383-8560
POC: Joel Rivera, Chief Deputy
2814 S. Business Hwy. 281
Edinburg, TX 78539

d) **RESPONDING AND REPORTING:** Assigned security guard personnel shall respond to emergencies of every variety requiring immediate action or assistance. Assigned security guard personnel shall call for assistance (911) when necessary. Assigned security guard personnel shall report all emergencies to the designated emergency responder(s) as instructed by County department.

e) **INCIDENT REPORTS:** Bidder(s) shall furnish a written report for each incident of injury within twenty-four (24) hours of the incident, security and/or law violation to the facility site supervisor and Risk Manager. The bidder(s) shall outline a clear chain of command for the submittal of complaints and shall designate a point of contact (POC) available to Hidalgo County.

f) **24 HOUR COMMUNICATIONS CAPABILITY:** Bidder shall maintain a 24-hour communications center.

g) **SECURITY GUARD DUTIES:**

- Monitory admittance of personnel and authorized visitors to County facilities/parking lots.
- Making rounds of inspection to determine that fences, gates, doors and windows are properly closed and/or locked or otherwise properly secured.
- Upon arrival at worksite, security officer(s) are to make contact with a member of Management/Supervisor on duty to announce his/her arrival for duty.
- The security officer(s) are to arrive on time and leave at their scheduled time.
- The security officer(s) are to arrive fully uniformed
- The security officer at the location is to remain mobile throughout the facility/parking lots and make rounds constantly and must be seen going in and out of facility and observing the parking lot
- Report any incidents hazards fire hazards; rubbish accumulations, blocked passageways, faulty equipment, property damage or lights not functioning correctly.
- The security officer(s) must be always be courteous to all cliental, citizens and staff that visit the facility
- The security officer(s) shall follow Safe practices at all times.
  - Watch for slippery conditions
  - Use flashlights in dark areas for visibility
  - Wear ear protection and face shield or masks in hazardous areas.
  - Use handrails and exercise special care when going up or down stairways.
  - Always keep alert, observing everything in sight or hearing
  - Be especially watchful at night for suspicious activity.
- The security officer(s) are to be sure that there are no vehicles parked in the fire or no parking zone and disabled parking space. Any vehicles found in the locations are to be reported.
- Turning light ON and OFF as necessary.
- Investigating unusual or suspicious conditions.
- Preventing trespass on, damage to, or theft of County property.
- Inspecting parking areas.
- Enforcing Security regulations.
- Interacting in a professional manner with the public and/or County Staff..
- Responding to emergencies and/or alarms.
- Screening and documenting County personnel and local authorities when emergencies occur.
- Reporting any dishonest or criminal act committed on County premises by County personnel or other persons.
- Jury –monitor parking lot to prevent unauthorized parking
- Provide security for Hidalgo County Commissioner's Court

Failure of the security guard to be at his/her designated post at the appropriate time, continuously sitting inside County designated locations/departments and/or his/her personal vehicle and not properly walking in an alert manner the different floors/perimeters of the facilities/grounds, sleeping while on duty, continuously on the phone and/or in depth/lengthy conversations with patrons/staff or others shall be interpreted by the county as a substantial breach of contract by the bidder.

h) **COOPERATION WITH LAW ENFORCEMENT:** Bidder and assigned security guard personnel shall cooperate with any and/or all law enforcement agency.

i) **DAILY FIELD ACTIVIY REPORT:** Security guard on each shift at each Hidalgo County facility shall maintain a daily field activity report, summarizing the significant events that occurred during that shift. A copy of such reports shall be delivered to the facility site supervisor upon request.

j) **ADDITIONAL/REPLACEMENT PERSONNEL:** Bidder shall provide additional personnel upon twenty-four (24) hours advance notice at the contracted rate. Bidder shall assure the County that Bidder will maintain a reasonable number of trained backup personnel ready to assume assignment at Hidalgo County locations upon request by the County. Bidder shall provide certification of any additional personnel or replacement guards prior to assigning such guards to any County facility(ies). The bidder shall be notified by the affected department representative and the Bidder shall be expected to provide a replacement guard within one (1) hour from this notification.

k) **SCHEDULES:** A normal work schedule shall be Monday through Friday, no less than seven (7) hour shifts. Other schedules may be required by the County in these cases, the selected bidder must meet the County's needs (more or less than the standard seven (7) hour shift) In addition, weekend days and/or twenty-four, seven day(s) a week schedules may be required by some departments.

l) **EMERGENCIES:** The County has the option of declaring any needed work to be an emergency. For emergency point of contact, the Bidder shall provide a contact person and a telephone number available twenty-four (24) hours a day, seven (7) days a week. **The Bidder, when (and if) directed to provide an emergency response, shall have staff on-site providing services within two (2) hours of initial notification that services are needed.**

m) **SHIFTS:** The County of Hidalgo shall expect the assigned security guard to report to their supervisor/home office that they are at their respective posts. Failure of the security guard to call in a timely manner, should automatically alert the supervisor/home office of the security guard(s) absence and arrangements should then be made to expediently send a replacement guard.

n) **DOUBLE SHIFTS:** Contracted security guards shall not work more than twelve (12) hours in any twenty-four (24) hour periods. Similarly, security guards with more than one job shall not accumulate more than twelve (12) working hours in any twenty-four (24) hour period. The County of Hidalgo reserves the right to contract with other agency(ies) if the Service Provider on Contract is not able to meet/satisfy the department(s) immediate need for Security Guard Services.

o) **EXCESSIVE TURNOVER:** Excessive turnover of guards will not be tolerated and may be cause for termination of the contract.

p) **USE OF COUNTY EQUIPMENT:** At no time shall assigned personnel use certain facilities, County telephones, County computers, fleet units or other equipment for non-County or personal business without prior approval by the facility site supervisor. Unauthorized use of any County equipment may be cause to terminate the guard from County assignment.

q) **PERFORMANCE:** Poor performance will not be tolerated. The County reserves the right to refuse or reject any person assigned under the contract either with or without cause. If a person is removed from County facility at the request of the county, that person is not to be re-assigned to another County facility without first advising that facility site supervisor of the person's previous assignment and the reasons for his/her removal.

Bidder and all security personnel must be licensed by the appropriate state and/or federal agencies. Security personnel must be licensed and trained to carry firearms.

r) Bidder must assign officers as needed and be prepared to provide replacements during illness, vacations and given meal breaks.

s) Bidder will be required to indemnify and save Hidalgo County harmless from all claims, damages and liability arising from the activities or omissions of Contractor in performing the services described in this Request for Bids.

t) Bidder will be ready to commit and activate any or additional security services in an event of an **"Emergency Disaster"** which "Emergency" may include power outages, riots, civil disobedience, etc., and **"Disasters"** will be acts of God such as hurricanes, floods, tornados, etc.

REQUIREMENTS:

UNDERSTANDING OF THE PROJECT:
Bidder must provide uniformed, armed and unarmed security guard services to ensure an orderly and safe environment at various locations and/or sites throughout Hidalgo County on an as needed basis. Hidalgo County has the option to add or delete additional sites and/or locations.

UNARMED SECURITY OFFICERS: Security officers must have been previously employed as a private security officer, law enforcement officer or member of the US military for a period at least one (1) year prior to assignment to Hidalgo County and provide a copy of officers TPSB license within five (5) days from request by the County.

ARMED SECURITY OFFICERS: Armed Security officers will have the same qualifications as Unarmed Security officers, but will also be licensed by the State of Texas to carry a firearm.

WORK SCHEDULES/LOCATIONS:

LOCATION/SITE		TIME/DAYS	UNARMED Security Officer	ARMED Security Officer
1.	Courthouse square Parking Lot Square 100 N. Closner Edinburg, Tx	**Monday – Friday 7:00 a.m. to 6:00 p.m.**	1	no
2.	Administration Annex 100 E.Cano Edinburg, Tx	Monday-Friday 7:00 a.m. to 7:00 p.m.	1	no
3.	430th District Court (Hon. Israel Ramon, Jr) parking lot 111 S. 9th street Edinburg, Tx	Monday-Friday 7:00 a.m. to 6:00 p.m.	no	1
4.	San Carlos Warehouse E. 17 & 6th Street San Carlos	Monday – Friday 7 p.m. to 7 a.m. Saturday, Sunday and Holidays 24/hr	no	1
5.	Hidalgo County Commissioner's Court Edinburg, Texas	Tuesday (or as scheduled) 7:30 a.m. to 2:30 p.m.	1	no
6.	Jury parking (Courthouse square)	**Mondays or as scheduled an additional officer is needed from 7:00 a.m. to 2:00 p.m. –Hidalgo Co. Constable Pct. 4 Office will require an additional guard**	1	no
7.	Tax Office 2804 US Hwy 281 Edinburg, TX 78539	**Monday – Friday 7:30 a.m. to 5:30 p.m.**	1	no

LICENSE AND PERMITS: The Bidder shall be a company engaged in the business of providing security guard service for a minimum of five (5) year. Bidder must be an agency licensed and bonded by the proper authority in the State of Texas that regulated this type of work and shall be in good standing with the Private Security Bureau of the Texas Department of Public Safety and having current licenses and permits for all security guard personnel as mandated by local, state, and federal requirements. Bidder must submit satisfactory proof of their necessary licensing and bonding to certify that their agency is in good standing with State authority. It shall be the responsibility of the Bidder to meet all applicable federal and/or state laws and safety requirements while engaged in providing security guard services to any designated County

facility. **BIDDER SHALL BE REQUIRED TO PROVIDE PROOF OF PROPER LICENSING FOR ALL SECURITY GUARDS TO BE ASSIGNED TO PROVIDE SECURITY GUARD SERVICE TO THE COUNTY OF HIDALGO.**

INSURANCE REQUIREMENTS: Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

SECURITY OFFICERS: Must have current licenses and permits as mandated by local, state and federal requirements.

RULES OF CONDUCT: The security officer(s) is to display a professional manner at all times without exception. Exercise courtesy, tact and diplomacy in daily contact with the public and staff.

UNIFORMS AND EQUIPMENT: Bidder shall provide uniforms to employees who are assigned to work on the contract at no additional expense to the County.

BID RATE: Bidder submitted shall be on a **"PER HOURLY RATE PER DAY"** for armed and unarmed security officers.

PAYMENT: Each Guard reporting for duty shall be required to clock in at time of arrival and is required to clock out at time of departure. Bidder shall be required to invoice each individual department on a weekly basis.

All time sheets shall be turned in once (1) a week, the selected bidder shall only be compensated for confirmed (actual) hours worked. All invoices along with properly documented time sheets shall be turned in every Monday.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

PAST PERFORMANCE: Past performance will be a factor that the County of Hidalgo will take into consideration in this RFB.

FAILURE TO PROVIDE SERVICES: Bidders are advised that failure to provide the services within time frame(s) allowed (after receipt of order for service by fax, mail, email or by telephone order), shall be ground for termination of contract. In the case of termination, written notice shall be given to the successful bidder and complete contract shall be terminated.

METHOD OF AWARD

Hidalgo County will consider many factors, of which **price** is only one factor. Factors listed are of importance in determining award of bid. Vendors must submit the following:

1. Per Hourly Rate Per Day on bid page.
2. Insurance Certification;
3. Ability to meet all requirements of the bid;
4. Competence, knowledge and experience of the security officers that will be providing the services.

Hidalgo County reserves the right to reject any bids which does not provide satisfactory evidence of state licensing of Contractor and evidence of Contractor's status as a bonded provider of security services.

GENERAL TERMS AND CONDITIONS

1. The initial term of the contract shall be for one (1) year period two (2) additional one (1) year terms under the same rates terms and conditions.

2. The County's further has the option to extend an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

4. The successful bidder may not subcontract the award without the written consent of the commissioners' Court of Hidalgo County.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

7. Hidalgo County reserves the right to award this contract to more than one (1) vendor at the County's discretion.

8. 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.

9. 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.

10. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for bids are routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquires must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE (956) 318-2629 or via email: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN** Wednesday, July 24, 2013, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, July 26, 2013.**TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

EXHIBIT "B"

Bid Page
HIDALGO COUNTY
"Security Guard Services"
BID No. 2013-100-07-31-YZV
(NIGP Commodity Code: 990-46-Security Guard Services)

Has bidder include copies of all proposed security guards background checks, drug & alcohol tests, copies of licenses and certificates and other documentation as called for in this bid? Yes_____ No_____

Description of Security Services		HOURLY RATE
UNARMED-Security Guard Officer		$
ARMED—Security Guard Officer		$
Emergency Disasters -(i.e. riots, power outages, etc.) and/or Disasters (i.e. hurricanes, floods, tornados etc.)	UNARMED	$
	ARMED	$

BIDDER'S INFORMATION:

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 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 Security Guard 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. Umbrella/Excess Liability: shall provide umbrella/excess coverage with limits of no less than One Million Dollars ($1,000,000.00) per occurrence.

2. Comprehensive Commercial General Liability insurance policy with limits of Five Hundred Thousand ($500,000.00) per each occurrence with One Million Dollar ($1,000,000.00) annual aggregate.

3. Automobile Liability insurance policy with limits of;

   - Three Hundred Thousand Dollars ($300,000.00) combined coverage per accident
   - Five Hundred Thousand Dollars ($500,000.00) combined coverage per accident
   - One Hundred Thousand Dollars ($100,000.00) property damage per accident
   - 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. Workers compensation insurance in amount 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.

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	$
					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 ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County 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.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-100-00-00

THIS CONTRACT is made and entered into this _____ Day of _____, **2013** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ _____("Company").

WHEREAS, Company responded to advertised notices for bids for **"Security Guard Services,** as more particularly described in Exhibit "A" (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.

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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 _____ _____and ending on _____ Hidalgo County at its sole discretion elect the option to extend the contract for two (2) - one (1) year terms at the same rates, terms and conditions and may further extend for 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

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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.

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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
302 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

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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 ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 2013.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: _____

By:_____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:
Hidalgo County District Attorney's Office

By:_____
Josephine Ramirez Solis
Assistant District Attorney, County Affairs

APPROVED BY COMMISSIONES COURT:_____

DRAFT

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

DRAFT

EXHIBIT "B"
VENDOR'S BID

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"
Bid Page
HIDALGO COUNTY
"Security Guard Services"
BID No. 2013-100-07-31-YZV
(NIGP Commodity Code: 990-46-Security Guard Services)

Has bidder include copies of all proposed security guards background checks drug & alcohol tests copies of licenses and certificates and other documentation as called for in this bid? Yes X No

Description of Security Services		HOURLY RATE
UNARMED-Security Guard Officer		$ 10.66
ARMED—Security Guard Officer		$ 11.73
Emergency Disasters -(i.e. riots, power outages etc.) and/or Disasters (i.e. hurricanes, floods, tornados etc.)	UNARMED	$ 14.95
	ARMED	$ 16.95

OPENED
10:18
7-31-13
Witnessed

BIDDER'S INFORMATION:

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 NAME: **Valley Metro Security, LLC**
ADDRESS: **664 S. Jackson Rd.**
CITY/STATE/ZIP CODE: **Edinburg, TX 78539**
PHONE & FAX NO'S: **Office: 956-287-7600 Fax: 956-287-7605**
CELLULAR NO: **956-793-4807**
E-MAIL ADDRESS: **frank.guerrero@valleymetro.net**
AUTHORIZED SIGNATURE:
PRINTED NAME: **Francisco J. Guerrero**
TITLE **President/CEO**

VALLEY METRO GROUP METRO SECURITY EST. 2004 PRESIDENT-CEO

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/23/2013

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
El Dorado Insurance Agency, Inc.
El Dorado Sec Srvs Ins Agy
PO Box 66571
Houston TX 77266

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): (713)521-9251 **FAX (A/C, No):** (713)521-0125
E-MAIL ADDRESS: certificates@eldoradoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : First Mercury Insurance Co.	10657
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Valley Metro Security, LLC dba
Valley Metro Security
664 South Jackson Road
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	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			SE-CGL-0000002563-02	12/14/2012	12/14/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ Included
								$
	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? (Mandatory In NH) Y/N [ ] 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 Is Named As An Additional Insured And/Or Loss Payee As Respects All Operations Of The Named Insured For The Production.
Waiver Of Subrogation Are Included On General Liability And Workers Compensation Policies In Favor Of "HIDALGO COUNTY"

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN. PURCHASING DEPARTMENT
2812 SOUTH 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

R.L. Ring, Jr./LY07

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/23/2013

PRODUCER

ACCES INSURANCE AGENCY
5115 S BUSINESS 281 SUITE B
EDINBURG TX 78539

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

VALLEY METRO SECURITY, LLC
664 SOUTH JACKSON
EDINBURG TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: TEXAS MUTUAL INSURANCE	
INSURER B: PROGRESSIVE AUTO INSURANCE	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY					
		☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ CLAIMS MADE ☐ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
B		AUTOMOBILE LIABILITY	054755730-0	06/20/2013	06/20/2014		
		☒ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$ 1,000,000
		☐ SCHEDULED AUTOS					
		☒ HIRED AUTOS				BODILY INJURY (Per accident)	$ 1,000,000
		☒ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$ 1,000,000
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	001062087	11/13/2012	11/13/2013	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AND/OR LOSS PAYEE AS RESPECTS ALL OPERATIONS OF THE NAMED INSURED FOR THE PRODUCTION. WAIVER OF SUBROGATION ARE INCLUDED ON GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES IN FAVOR OF "Hidalgo County"

CERTIFICATE HOLDER

Hidalgo County
Attn. Purchasing Department
2812 South Bus. Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

RINA CASAS

ACORD 25 (2009/01)

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AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 24, 2013
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-40817** Presentation of the Affordable Care Act by Congressman Ruben Hinojosa

B. **AI-40873** Presentation by Regional Mobility Authority (RMA) regarding Quarterly Report

C. **AI-40877** Resolution honoring the members of the Texas Transportation Commission

D. **AI-40367** Proclamation declaring October 2013 as "Domestic Violence Awareness Month"

E. **AI-40882** Discussion regarding the nomination of Board Members to the Hidalgo County Appraisal District Board

F. **AI-40881** Appointment of board member to the South Texas ISD Board

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

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-40853** A. Pursuant to current contract with D. Wilson Construction Company (Exhibit "C" AIA 201-Articles 14.3.1 & .2 & 15.1.4 & .5), a request for approval of Claim from D. Wilson to increase the Contract Sum by +$61,220.00 for additional costs due to the Owner's delay(s) in commencing the project titled: "Repairs and Renovations-1st and 2nd Floors to the Former Administration Building" located at 100 E. Cano, Edinburg, Texas thus resulting in a new contract amount of $3,375.220.00;

   B. Requesting approval for project architect, Alcocer Garcia Associates to proceed with issuance of formal "Notice to Proceed" to awarded contractor, D. Wilson Construction Company for the, Repair and Renovation-1st and 2nd Floors of the Former Administration Building" located at 100 E. Cano, Edinburg, Texas.

2. **AI-40593** A. Requesting approval to declare the items listed in Exhibit "A" (Airplane) and Exhibit "B" (vehicles) attached herein as surplus for the purpose of sale through auction (scheduled for 10-09-2013) in accordance with Texas Local Government Code 263.152 (a)(1);

   B. Requesting authority to publish advertisment for the auction of surplus equipment and vehicles scheduled for 10-09-2013, including but not limited to Seized, Abandoned and Unclaimed Property or additional and/or necessary auctions

3. **AI-40121** Presentation of tabulation for action by CC to award to overall lowest bid meeting **all** specifications and requirements with approval to contract for "Security Guard Services" for RFB 2013-100-07-31-YZV.

   APPROVED

B. Pct. 2

APPROVED

AI-40121 **Purchasing Department 23. A. 3.**

CC REGULAR

Meeting Date: 09/24/2013

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of tabulation for action by CC to award to overall lowest bid meeting **all** specifications and requirements with approval to contract for "Security Guard Services" for RFB 2013-100-07-31-YZV.

BACKGROUND

Recommended Vendor: Valley Metro Security

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-00-115-002-0-350

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

BUDGETARY IMPACT:

Funds available as of 9/19/13.

Attachments

TAB-Participation Sheets
Constable Recommendation
Tabulation Sheet
contract
legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/18/2013 02:43 PM
Budget & Management	Obdett Calzada	09/18/2013 04:36 PM
Glinda Pacheco	Glinda Pacheco	09/19/2013 10:58 AM
Auditor's Office	Monica Badillo	09/20/2013 05:40 PM

Form Started By: Yolanda Velasquez Started On: 08/09/2013 09:35 AM

Final Approval Date: 09/20/2013

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/22/2015

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

El Dorado Insurance Agency, Inc.
El Dorado Sec Srvs Ins Agy
PO Box 66571
Houston TX 77266

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): (713)521-9251 FAX (A/C, No): (713)521-0125
E-MAIL ADDRESS: certificates@eldoradoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : First Mercury Insurance Co.	10657
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Valley Metro Security, LLC dba
Valley Metro Security
12513 Bail Bond Drive
Edinburg TX 78542

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			SE-CGL-0000002653-03	12/14/2014	12/14/2015	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 $ 10,000 $ 1,000,000 $ 3,000,000 $ Included
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	**UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			SE-EX-0000044563-01	06/20/2014	12/14/2015	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	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 Is Named As An Additional Insured And/Or Loss Payee As Respects All Operations Of The Named Insured For The Production.
Waiver Of Subrogation Are Included On General Liability And Workers Compensation Policies In Favor Of "HIDALGO COUNTY"

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN. PURCHASING DEPARTMENT
2812 SOUTH 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

R.L. Ring, Jr./LY07

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AI-50967 **Purchasing Department** **22. A. 5.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Under current Contract #C-14-313-10-14 for "Collection, Recycling and/or Disposal Services: Used Oil, Oil Filter and Antifreeze", discussion and action on options related to this agreement due to Sale by contracted vendor: FCC Environmental, LLC to HCC Corporation, LLC-Heritage-Crystal Clean, Inc. including, but not limited to the following:

A. Acceptance and approval of First Amendment to Contract C-14-313-10-14 in connection to the name change due to the sale of the business/assets by FCC Environmental, LLC to new owner HCC Corporation, LLC-Heritage-Crystal Clean, Inc;

B. Discussion & consideration of a written request from Heritage_Crystal Clean, LLL [through Marc J. Kroll-Div. Vice. Pres.] for HCCC to permit the expiration of this current agreement [11-01-15] and authorize the new advertising of the project [based on falling oil market] as detailed in correspondence herein; OR, IN THE ALTERNATIVE,

C. Acceptance and approval to exercise the County's SOLE option to extend Contract C-14-313-10-14 with Heritage-Crystal Clean, fka, FCC Environmental, LLC, for one (1) year [contract permits (2)-(1) year extensions] under same rates, terms and conditions [$1.10/gal.] for the provision of: "Collection, Recycling and/or Disposal Services: Used Oil, Oil Filter and Antifreeze"; OR, IN THE ALTERNATIVE;

D. Approval of a sixty (60) day grace period extension as provided under Contract #C-14-313-10-14 with Heritage-Crystal Clean for the provision of: "Collection, Recycling and/or Disposal Services: Used Oil, Oil Filter and Antifreeze" so as to have no lapse in services while the procurement process is completed; and

E. Requesting authority to advertise (including the authority to re-advertise the project in the event that no bids are received and/or rejected and project is still required) and approval of the basic packet [i.e., legal notice, specifications, draft service agreement] for the RFB titled: "Collection, Recycling and/or Disposal: Used Oil, Oil Filter and Antifreeze".

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This is a revenue generating project. Only expenditure that may apply would be if HCCC decides to terminate and advertise due to plea by new company owner due to falling oil prices.

Attachments

Contract
Insurances
Renewal Notice
60 Day Grace Extension Notice
First Amendment
Notice by Heritage-Crystal Clean
Revenues
LEGAL

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/28/2015 01:04 PM
Budget & Management	Veronica Ortiz	08/28/2015 01:41 PM
Glinda Pacheco	Glinda Pacheco	08/28/2015 02:43 PM
Auditor's Office	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Vangie Garcia		Started On: 08/17/2015 03:54 PM
Final Approval Date: 08/28/2015		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-313-10-14

THIS CONTRACT is made and entered into this **14th** Day of **October, 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **FCC Environmental, LLC"** Company").

WHEREAS, Company responded to advertised notices for bids for **"USED OIL, OIL FILTER AND ANTIFREEZE",** as more particularly described in Exhibit "A"(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 described in Exhibits A and B 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 (1) year** effective **November 2, 2014** and ending on **November 1, 2015** and may be extended at the sole discretion of County for an additional two (2)-one (1) year periods at the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Services provided for in this Contract, the Company agrees to pay the County the amounts as specified in Exhibit "B" as attached hereto and payable against sequentially numbered detailed manifest or invoices for each collection submitted by the Company to Hidalgo County Treasurer's Office with copy to the Hidalgo County Department User, within thirty (30) days of submitting such weight tickets. Contract number to be referenced on each manifest or invoices.

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 302 W. University Drive Edinburg, Texas 78539
If to Company:	**FCC Environmental, L.L.C.** Attn: Cris Perez, DSR 2200 East Pierce Street Luling, Texas 78648

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. 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 acknowledge 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 14th day of October, **2014.**

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo Jr., County Clerk

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 10/14/2014 RG

COMPANY
FCC Environmental, L.L.C.

By: Barry Dickens
BARRY DICKENS
Printed Name: ~~Cris Perez~~

Title: ~~DSR~~ BRANCH MANAGER

APPROVED AS TO FORM:

By: _____
Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section - Office of Criminal District Attorney

APPROVED BY COMMISSIONERS COURT: October 14, ***2014***

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

August 04, 2014

Bidder's name

Address

City

State, Zip Code

RE: **HIDALGO COUNTY (All funding sources, programs & entities)**
Request for Bids -**"PICK UP OF USED OIL-FILTERS AND ANTI-FREEZE"**
Bid No: 2014-313-08-20-SGS

Dear Sir/Madam:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR BIDS

TABLE OF CONTENTS

HIDALGO COUNTY
(All funding sources, programs & entities)

"PICK UP OF USED OIL-FILTERS AND ANTI-FREEZE"
RFB No: 2014-313-08-20-SGS

Item	Description	No. of Pages
1.	Request for Bids Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Specificatios /Requirements	4
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Vendor/Bidder Application and W-9 form	6
09.	Certification Regarding Debarment	1
10.	Draft Agreement	9

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha Salazar, CPPB, Purchasing Agent

August 04, 2014
Date

Bid No:2014-313-08-20-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext 4860

REQUEST FOR BIDS

HIDALGO COUNTY

(All funding sources, programs & entities)

"Pick Up of Used Oil-Filters and Anti-freeze"

Bid No: 2014-313-08-20-SGS

BID OPENING DATE:
AUGUST 20, 2014

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 (all funding sources, programs & entities) – PICK UP OF USED OIL- FILTERS AND ANTI-FREEZE"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2014-313-08-20-SGS-"HIDALGO COUNTY (all funding sources, programs & entities)- PICK UP OF USED OIL - FILTERS AND ANTI-FREEZE"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M. WEDNESDAY, AUGUST 20, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB No.-2014-313-08-20-SGS- "HIDALGO COUNTY (all funding sources, programs & entities) –PICK UP OF USED OIL-FILTERS AND ANTI-FREEZE".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality

of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY (all funding sources, programs & enitities)- PICK UP OF USED OIL- FILTERS AND ANTI-FREEZE"**

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
Mr. Ray Eufracio, County Auditor
2808 So. Business Hwy 281, New Administration Building
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 A.M.	**AUGUST 20, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the

contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess 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)
"PICK UP OF USED OIL- FILTERS AND ANT-IFREEZE"
BID NO.: 2014-313-08-20-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 bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY
(All funding sources, programs & entities)
"PICK UP USED OIL- FILTERS AND ANTI-FREEZE"
RFB NO.: 2014-313-08-20-SGS

SCOPE OF WORK:

Hidalgo County desires to contract for the collection, recycling and/or disposal services for used oil, used oil filters, anti-freeze, and absorbents (including drip pads, rags, oil contaminated soil and/or granular oil absorbents) at six (6) locations throughout Hidalgo County. The Contractor shall reimburse Hidalgo County for all used oil collections. There will be a minimum service of once per month or on an **"as needed basis".** If a request is made to the Contractor by any of the County facilities, the Contractor will collect the materials within 24 hours of the notification.

Locations to be serviced						**Estimated Annual Collection** (per location)		
	Place		***Address***	***Ph.***	***POC***	***Used Oil*** *(gallons)*	***Used Oil Filters*** *(55 gallon drum)*	***Antifreeze*** *(55 gallons)*
1	Precinct 1	Maintenance Shop	1902 Joe Stephens Ave. Weslaco, Texas 78596	968-8733	Oscar Garcia	1,200	8	8
2	Precinct 2	County Wide Main. Shop	301 E. State St. Pharr, Texas 78577	787-1891	Roque Cavazos	1,200	36	8
3	Precinct 3	Road & Bridge Main. Shop	8310 W. Mile 7 Road Mission, Texas 78574	585-4509	Saul Ramirez	1,200	24	8
4	Precinct 4	Main. Shop &	1102 N. Doolittle Edinburg, Texas	383-3112	Roman Rodriguez	4,800	24	8
5		Citizen Solid Waste collection Ctr.	1051 N. Doolittle Road Edinburg, Texas					
6	Sheriff's Office	Main. Shop	711 El Cibolo Road Edinburg, Texas	383-8114	Richard Ozuna	2,550	24	8

SPECIFICATIONS:

Contractor shall provide all necessary labor, supervision, equipment and supplies for the removal and disposal of used oil, oil filters, antifreeze and absorbents generated by Hidalgo County facilities. The Contractor will provide Hidalgo County with necessary documentation (copies must be submitted with Bid responses) showing they are operating in compliance with state and federal laws and regulations governing the handling, transport and disposal or recycling of used oil, used oil filters, and anti-freeze, and absorbents.

The Contractor shall pay Hidalgo County for the used oil it collects at County facilities. This project will be accepted on a **fixed** price per gallon during the term specified herein. The County will be provided with an explanation of the methods used to determine the price per gallon by the Contractor. The County will be provided with analytical testing results if they are used to set price per gallon of used oil. Collection and disposal of used oil filters, antifreeze and absorbents will be provided at no charge to Hidalgo County as part of this contract.

Containers

The contractor shall provide containers equipped with secondary containment equaling 110% of the container capacity and closeable lids for collection of used oil. Containers should be in good condition, free of large dents, and be free of rust on the outside surface. Lids and sliding doors should be maintained to open and close freely without binding or hanging. Contractor will insure that they are maintained clean and in good working order.

The contractor will also provide appropriate containers such as 55-gallon drums or equivalent in good condition with closeable lids for used oil filters, anti-freeze and absorbents. All containers used by contractor will meet federal and state standards for use with used oil along with used oil filters, antifreeze, and absorbents. All containers will be provided by the contractor at no cost to the county. Full containers of used oil filters, antifreeze, and absorbents will be collected and replaced by an empty container of same capacity

within 24 hours of a pick up request by the County.

Manifests or Invoices

The contractor will provide the County sequentially numbered manifests or invoices for each collection of used oil, used oil filters, anti-freeze and absorbents at each County facility. The manifest or invoice must have the following information:

- Contractor's Name, address, and phone number
- Contractor's TCEQ and EPA Identification Numbers
- Driver's name, Signature, and Valid drivers' license number for receipt of materials
- Name of Hidalgo County facility and address
- Name and signature of Hidalgo County facility personnel releasing materials
- Types of materials Collected (used oil, used oil filters, antifreeze and/or absorbents)
- Quantity Collected in gallons or containers (must indicate size of container)
- Collection Date and Time
- Disposal/Recycling facility name, address, telephone number, TCEQ/EPA identification number and,
- Name and signature of person receiving materials
- Copy of the manifest and/or invoice must be left with Department upon each pick up of material.

Revenue

- Proceeds will be due thirty (30) days after intial pick up. Hidalgo County reserves the right to terminate the contract for continued remittance of past due proceeds.

- Bidder(s) must provide manifest and/or invoices of each collection site to coincide with payment. and a copy of Proceeds must be sent to User Department, notifying them that it has sent. **Payments must be submitted to the Hidalgo County Treasurer's Office at: 2812 S. Bus. Hwy 281 Edinburg, Texas 78539.**

Contractor Responsibility while Collecting, Loading, or Unloading at County Facilities

The contractor will be responsible for implementing procedures to protect County property from spills of oil, fuel and/or any other hazardous materials while collecting used oil, used oil filters, antifreeze, and absorbents. They will be responsible for cleanup and appropriate corrective actions to remediate any impacts to county property due to their operations.

TERMS & CONDITIONS:

1. The term of contract is for one (1) initial year with the sole decretion of the County to extend for an additional two (2); one (1) year terms at the same rate, terms and conditions.

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. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest qualified bidder(s) and/or meeting all specifications.

5. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

6. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendor's ability.

7. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

8. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.

9. After contract is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.

10. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendor will be given a reasonable opportunity before termination to correct the deficiencies.

11. Hidalgo County reserves the right to award to One or MULTIPLE bidders per department (Pct location) if the County determines it is in its best interest to do so.

12. 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 cancellation.

13. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.

14. Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions.

15. 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.

16. **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

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, 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: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN Wednesday, AUGUST 13, 2014 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY, AUGUST 15, 2014 BY 5:00 P.M.

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
(All funding sources, programs & entities)
"PICK UP OF USED OIL-FILTERS AND ANTI-FREEZE"
RFB NO.: 2014-313-08-20-SGS

NIGP CODE 926-77

Used Oil Collection (including drip pads, rags, oil contaminated soil etc)	**Reimbursement Amount to Hidalgo County**
Price Paid/ Waste Oil Removed – (Gal)	$ _____

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					

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. 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.:**

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) 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. 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

HIDALGO COUNTY
TABULATION SHEET
(All funding sources, programs & entities)
"PICK UP OF USED OIL-FILTERS AND ANTIFREEZE"
RFB NO.: 2014-313-08-20-SGS

INTERNAL USE ONLY - NIGP CODE 926-77

	Vendor/ location (Sole Bidder)	Waste Oil Removed Price Paid/ (Gal) Reimbursement Amount to Hidalgo County
1	FCC ENVIRONMENTAL	$ 1.10

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
(All funding sources, programs & entities)
"PICK UP OF USED OIL-FILTERS AND ANTI-FREEZE"
RFB NO.: 2014-313-08-20-SGS

NIGP CODE 926-77

Used Oil Collection (including drip pads, rags, oil contaminated soil etc)	**Reimbursement Amount to Hidalgo County**
Price Paid/ Waste Oil Removed – (Gal)	$ 1.10

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: FCC Environmental
ADDRESS: 2200 E Pierce St.
CITY/STATE/ZIP CODE: Luling, TX. 78648
PHONE NUMBER: (830) 875-2429
E-MAIL ADDRESS: cris.perez@fccenvironmental.com
CELLULAR NUMBERS: (210) 669-6948
FAX NUMBER: (830) 875-2420
AUTHORIZED SIGNATURE:
PRINTED NAME: Cris Perez
TITLE: DSR
DATE: 8/11/14

OPENED
8/20/14
9:40am
Witnessed

EXHIBIT "C"
INSURANCE REQUIREMENTS

HERI-28 OP ID: TB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/23/2015

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 Tobias Insurance Group 9247 N. Meridian St. Ste. 300 Indianapolis, IN 46260 Robert M. Rutigliano	CONTACT NAME: Nick Schafer, CIC, AIS, AINS PHONE (A/C, No, Ext): 317-844-7759 FAX (A/C, No): 317-844-9910 E-MAIL ADDRESS: nschafer@tobias.com
INSURED HCC CORPORATION, LLC; HERITAGE-CRYSTAL CLEAN, INC. & HERITAGE-CRYSTAL CLEAN, LLC FCC ENVIRONMENTAL, LLC 2175 POINT BLVD., STE. 375 ELGIN, IL 60123	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Greenwich Insurance Company — 22322 INSURER B : XL Specialty Insurance Company — 37885 INSURER C : Zurich American Ins. Company — 16535 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		GEC002320108	06/01/2015	06/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS X MCS-90 X CA9948			AEC002320208 (POLL INCL)	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED RETENTION $			UEC002320308	06/01/2015	06/01/2016	EACH OCCURRENCE AGGREGATE Includes	$ 10,000,000 $ 10,000,000 $ Auto Poll
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC929886315	08/01/2015	08/01/2016	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

HIDALGO COUNTY AND ANY OTHER CONTRACTUALLY REQUIRED ENTITIES ARE ADDITIONAL INSUREDS ON A PRIMARY BASIS FOR GENERAL LIABILITY.

CERTIFICATE HOLDER

HIDALGO

HIDALGO COUNTY
2812 S. BUS. HIGHWAY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:
ANY WORDING TO PROVIDE ADDITIONAL INSURED COVERAGE, PROVIDE COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF SUBROGATION APPLIES ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CONTRACTUAL LIABILITY COVERAGE IS ONLY PROVIDED TO THE EXTENT SET FORTH IN THE POLICIES AND MAY NOT COVER ALL LIABILITY ASSUMED BY THE NAMED INSURED UNDER THE CONTRACT.

IF YOU ARE THE REQUESTOR OF THIS CERTIFICATE OF INSURANCE:
Tobias Insurance Group has, upon your request, issued the attached Certificate of Insurance.

If you have not already done so, we highly recommend that you provide Tobias Insurance Group with a copy of the insurance and indemnification provisions of the contract pertaining to the Certificate of Insurance request so that we may properly ascertain whether the referenced insurance policies address the limits of insurance, terms and types of coverage required by the contract.

While most Certificates of Insurance can be issued at no cost, the contract may require the purchase of additional insurance coverage that could be subject to an additional premium charge. In some instances, the coverage identified in the contract may be outside the underwriting guidelines of the insurance carrier and cannot be obtained.

Any contract review performed by Tobias Insurance Group should not be construed as the rendering of legal advice or a legal opinion concerning any portion of the contract.

Tobias Insurance Group has not endeavored to identify all potential liability issues that might arise under this contract. This review is provided for information purposes only and should not be relied upon by third parties.

Any description of insurance coverage is subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

August 17, 2015

Heritage-Crystal Clean, LLC
Attn: Marc Kroll, Divisional Vice President
Jackie Mitchell, Regional Manager
13621 Collections Center Drive
Chicago, IL. 60693-0136

Via Email: Marc.Kroll@Crystal-Clean.com
Jackie.Mitchell@Crystal-Clean.com

Re: Renewal of Contract #C-14-313-10-14
"Used Oil, Oil Filter and Antifreeze"-Hidalgo County

To whom it may concern;

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the **County's sole option** to exercise the **First (1st)** of the two (2)-one(1) year term as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, September 15, 2015** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than ***10:00 a.m., Friday, August 21, 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: MJKroll Date: August 18, 2015
Marc J. Kroll

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. Please disregard insurance request as this has been submitted.

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

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

August 17, 2015

Heritage-Crystal Clean
Attn: Marc Kroll, Divisional Vice President
Jackie Mitchell, Regional Manager
13621 Collections Center Drive
Chicago, Il. 60693-0136

Via Email: Marc.Kroll@Crystal-Clean.com
Jackie.Mitchell@Crystal-Clean.com

Re: Sixty-Day Extension for "Used Oil, Oil Filter and Antifreeze"-
Contract #C-14-313-10-14

Dear Mr. Kroll:

Commissioners' Court will take applicable action **(Tuesday, September 15, 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, September 15, 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 **10:00 a.m., Wednesday, August 21, 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: M D Kroll
Marc D. Kroll

Date: August 18, 2015

Additionally, we are requesting your company provide updated certificate of insurances as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable. **Please disregard as this information has been provided.**

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

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO CONTRACT
C-14-313-10-14

This **AMENDMENT** to the **CONTRACT** is made this **1st** day of **September of 2015** by and between **HIDALGO COUNTY, TEXAS** (the "County") and **FCC ENVIRONMENTAL, L.LC.** (the "Company").

WHEREAS, On October 14, 2015, Hidalgo County (the "County") entered into a Contract ("Service") with FCC Environmental, in which the Company would pay the County as described in the Contract;

WHEREAS, the COMPANY notified HIDALGO COUNTY the SALE of FCC Environmental, LLC to Heritage-Crystal Clean;

WHEREAS, the parties have now determined to amend the CONTRACT as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions of this First Amendment to Service Contract, both parties hereby agree to the following amendment to the Contract.

1. **HERITAGE-CRYSTAL CLEAN, L.L.C.** shall be the "COMPANY" under the Service Contract and the name of **HERITAGE-CRYSTAL CLEAN, L.L.C.** shall substitute throughout the Service Contract in lieu of the name **FCC ENVIRONMENTAL, L.L.C.** wherever the name of **FCC ENVIRONMENTAL, L.L.C.** appears in the Service Contract.

2. Except as modified herein, all terms and conditions of the Service Contract, as amended, remain in full force and effect and **HERITAGE-CRYSTAL CLEAN, L.L.C.** and **COUNTY** ratify and confirm the terms and provisions of the Service Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

COUNTY OF HIDALGO

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

HERITAGE-CRYSTAL CLEAN, L.L.C.

BY:_____

PRINTED NAME: _____

APPROVED AS TO FORM:

Office of Hidalgo County Criminal District Attorney
Ricardo Rodriguez, Jr.

BY: _____
Josephine Ramirez-Solis, Assistant District Attorney

Crystal Clean

August 17, 2015

Ms. Evangelina "Vangie" Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Dear Vangie,

Thank you for welcoming me to the Hidalgo County (HC) facility in Edinburg, TX on Thursday August, 13, it was very nice to meet you. You asked that I send you my agenda prior to the meeting and I have recapped those agenda items below for reference.

- Determine HC's level of satisfaction with the quality of services we provide.
- Assure HC that we will provide services according to the Terms & Conditions and at the prices detailed in the agreement for the duration of the base year of the agreement, which as I understand it expires at the end of October.
- Respectfully request that HC put this work out for bid, rather than exercise renewal options, because @ $1.10/gallon we are losing quite a bit of money and I'm sure that HC does not require their vendors to lose money.

Thanks to your efficiency we quickly covered these points. The purpose of this letter is to provide HC with supportive documentation in the hopes that HC would put the oil collection services out for bid rather than exercise HC unilateral option to extend the contact for another contract year(s). Our predecessor, FCC Environmental made an agreement that may have seemed like a good idea at the time but put us in a position to lose a substantial amount of money due the precipitous decline of oil values. By the contract we are to pay HC $1.10 / gallon for used oil. When we met I handed you the August 11, 2015 edition of the USA Today. On the front cover it stated that crude oil had fallen to $43.24/barrel (West Texas Intermediate – WTI index), crude values are even lower today. There are 42 gallons in a barrel of oil so $43.24/barrel = $1.03/gallon. Used oil is worth less than crude oil. Crude oil prices are quoted "at market". We are paying HC $1.10/gallon at your facilities. When you add the cost to get the used oil from your HC location to our San Antonio, TX branch to the regional processing facility to the recycled fuel oil markets in the Gulf area you can easily understand that we're losing money. Unfavorable economics are neither an excuse for poor service nor a reason for not honoring a contractual agreement. We will provide quality service and we will honor the agreement, however losing money for multiple years is unsustainable. You mentioned that if HC were to put the oil services out for bid next year you would probably need the 60 day extension to switch vendors, we would gladly agree to that. Please let me know if you need anything else from me.

Thank you for your business, time and consideration.

Marc J. Kroll
Divisional Vice President
Heritage_ Crystal Clean, LLC
928-308-2570

FCC -2015				
DATE	**Receipt #**	**Check #**	**Amount**	
01/05/15	182684	2599698	$ 55.00	
01/12/15	182685	2600848	$ 131.60	$ 186.60 as of 01/13/15
01/21/15	182952	2601856	$ 35.00	
01/28/15	183149	2602812	$ 88.00	
02/05/15	183563	2603756	$ 96.96	
02/09/15	183566	2604009	$ 42.24	**$448.80** as of 03/11/15 –Final-2015
HERITAGE CRYSTAL CLEAN -2015				
DATE	**Receipt #**	**Check #**	**Amount**	
04/20/15	185783	675383	229.90	
04/20/15	185784	675384	88.00	
04/20/15	185783	675385	330.00	
04/20/15	185764	675386	627.00	
04/20/15	185784	675387	418.00	
04/20/15	185766	675388	200.20	$ 1,893.10 as of 04/20/15
06/15/15	187297	687111	146.30	
07/06/15	188279	695205	167.20	**$** 2,206.60**as 06/30/15**
7/07/15	188281	695206	143.00	
07/21/15	188822	701294	312.40	
7/20/15	188818	701295	322.30	
7/27/15	189107 *	703488	72.60	
8/10/15	*	707737	111.10	
8/10/15	*	707738	484.00	$3,652.00 as of 08/10/15

*Pending receipts

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Draft First Amendment to Contract #C-14-313-10-14-Pickup of Used Oil-Filters and Antifreeze

From : Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Wed, Aug 26, 2015 01:47 PM

Subject : RE: Draft First Amendment to Contract #C-14-313-10-14-Pickup of Used Oil-Filters and Antifreeze

To : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'victor garza' <victor.garza@da.co.hidalgo.tx.us>

Cc : 'evangelina garcia' <evangelina.garcia@co.hidalgo.tx.us>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>

Reply To : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Marty/Vangie,

The draft looks ok. Just change the name for my signature. Otherwise, I approve as to form.

Thank you,

Josephine Ramirez Solis
Assistant Criminal District Attorney
Chief - Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 26, 2015 9:53 AM
To: josephine ramirez; victor garza
Cc: evangelina garcia; Darlene H. Betancourt
Subject: Fwd: Draft First Amendment to Contract #C-14-313-10-14-Pickup of Used Oil-Filters and Antifreeze

Counselors:
Please give status on this request! Need to place on CC for appropriate action.
Thanks,
Marty

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, August 26, 2015 9:03:44 AM
Subject: Fwd: Draft First Amendment to Contract #C-14-313-10-14-Pickup of Used Oil-Filters and Antifreeze

Marty;
Have you heard anything from legal on the following? I need to start working on this as this contract is coming up on November 1, 2015 and there's several items that I need to list on an agenda depending on direction of court. However, the first most important item will be the amendment regarding the name change.

Please advise.

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

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Cc: "evangelina garcia" <evangelina.garcia@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Monday, August 17, 2015 11:47:43 AM
Subject: Fwd: Draft First Amendment to Contract #C-14-313-10-14-Pickup of Used Oil-Filters and Antifreeze

Counselors:
You have assisted us in the past with this company change or ownership and contract. However, we think we finally have all the necessary information for you to review and comment on our next step with this vendor.
Thanks,
Marty

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, August 17, 2015 11:42:42 AM
Subject: Fwd: Draft First Amendment to Contract #C-14-313-10-14-Pickup of Used

Oil-Filters and Antifreeze

Here you go, Marty.

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

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, August 13, 2015 9:00:55 AM
Subject: Fwd: Draft First Amendment to Contract #C-14-313-10-14-Pickup of Used Oil-Filters and Antifreeze

Marty;
Not sure if you send this to legal as I think you were going to send it to Josie for assistance regarding the draft "First Amendment" to contract due to the selling of FCC Environmental to Heritage-Crystal Clean.

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

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, August 11, 2015 2:07:47 PM
Subject: Draft First Amendment to Contract #C-14-313-10-14-Pickup of Used Oil-Filters and Antifreeze

Marty;
Please forward to legal the above attached information for review and guidance regarding the contract in place for the "Pickup of Used Oil-Filters and Antifreeze" RFB/Contract. The awarded vendor's name was FCC Environmental, L.L.C. however back on October 24 of 2014 a notice was sent of the sale of FCC Environmental to Heritage-Crystal Clean, L.L.C. with all assets which included any/all contracts in place. In addition, an email was sent by Jackie Mitchell, Regional Manager for Heritage-Crystal Clean confirming the sale of FCC Environmental. There were concerns occurring far back since then but appears to be settled as check payments from Heritage-Crystal Clean are coming in to the County as per the contract. Pursuant to this transaction, I drafted an amendment to the contract of the name change. I've attached the contract, draft amendment, notice of sale and email confirmation by regional manager for legal's review as this is what I need for legal to review for

guidance/direction in order to proceed with an agenda item for approval of the amendment to the contract as well as the first year renewal.

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

AI-51115 **Purchasing Department** **22. B. 1.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: COUNTY JUDGE

Information

CAPTION

A. Presentation by John Phillips for Enviro-Lite Solutions, LLC of the final report of the Comprehensive Light Audit & Analysis of all County-owned buildings and parking lots [as authorized by HCCC on 12-16-14 at no cost];

B. Presentation of the recommendations on upgrades and/or retro-fitting of all lighting in County-owned buildings & parking lots with any options HCCC may want to consider including, but not limited to the following:

1. Authorization for HC to proceed to prepare packets and request proposals from Cooperative Purchasing Awarded vendors for the complete and total upgrades and/or retrofitting of all lighting in County-owned buildings & parking lots;

2. Authorization for HC-DBM to commence the process of finding financing options for the complete and total upgrades and/or retrofitting of lighting in County-owned buildings & parking lots in the event HCCC decides to purchase the Upgrades and Retrofit Lighting Project;

3. Other options as may be necessary to complete this project.

BACKGROUND

Ms. Shannon Mcauley from Noesis Financing available to address financing portion of project.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

At this time funding would not need to be identified. However funding is an item for discussion and action on same agenda item.

Attachments

Buy Board Contract Info
Agenda for CC Authorization for Analysis
List of Buy Board Vendors
presentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/28/2015 05:00 PM
Budget & Management	Veronica Ortiz	08/28/2015 05:02 PM
Glinda Pacheco	Glinda Pacheco	08/28/2015 05:09 PM
Auditor's Office	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Marty Salazar		Started On: 08/27/2015 05:25 PM
Final Approval Date: 08/28/2015		

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

Vendor Contract Information

Back

Vendor Name:	USA Promlite Technology, Inc.
Address:	8700 Commerce Park Drive Suite 206
	Houston, TX 77036
Phone Number:	(832) 755-1455
Email:	aj@engreen.org
Federal ID:	80-0386956
Contact:	Arthur Honore
Accepts RFQs:	Yes
Minority Owned Vendor:	Yes
Women Owned Vendor:	Yes
Contract Name:	Energy Saving Lighting Products
Contract#:	437-13
Effective Date:	04/01/2014
Expiration Date:	03/31/2017
Payment Terms:	1% in 10/Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	437-13
Return Policy:	100% 30 days returned unused, 3-5 year replacement warranty
Additional Dealers:	Enviro-Lite Solutions, Edinburg TX; Py Group, Inc., Houston

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice
Construction Services Advisory:	Click to view the Construction Related Goods and Services Advisory

Contact us 800-695-2919

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
USA Promlite Technology, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor
Browse Contracts
Instructional Materials

Additional Resources

J. **AI-47721** Precinct No.2 TxDOT:
Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $2,500.00 to cover additional engineering direct state costs for associated with CR 653 (Las Milpas Road) over South Floodway Channel project and with the County Treasurer to issue check after review and processing procedures are completed by the County Auditor. (CSJ:0921-02-252)

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval subject to auditor review.

Vote: 4 - 0 – Unanimously

K. **AI-47704** Precinct No.4 TxDOT:
1. Approval of Advanced Funding Agreement (AFA) between Hidalgo County and Texas Department of Transportation for FM1925 from FM907 to Sharp Road - (CSJ:1803-02-035) and with authority for County Judge to sign all appropriate documentation.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

2. Approval of Advanced Funding Agreement (AFA) between Hidalgo County and Texas Department of Transportation for 10th Street Extension from SH107 to FM1925 - (CSJ: 0921-02-300) and with authority for County Judge to sign all appropriate documentation.

On motion by COMMISSIONER PCT. 2, HECTOR “TITO” PALACIOS, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

3. Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $150,800.00 to cover County's estimated share of preliminary engineering and Right of Way Direct State Costs associated with 10th Street Extension project and with the County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR “TITO” PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

L. **AI-47624** Co. Wide Adm (1100):
Approval of 2014 interdepartmental transfer from Jail Landmark to Co. Wide Adm. - Contingency in the amount of $680,888.02.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

M. **AI-47714** Authorization for the Light Audit and Analysis with vendor (Enviro-lite solutions) through the County's participation/membership with TASB/Buyboard for countywide buildings.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

N. **AI-47471** Discussion, consideration and approval to abate the Urban County prior years accounts receivable in the amount of $33,759.98.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

O. **Budget Appropriations:**

1. **AI-47648** A. CO2014 (1345)
1. Approval of 2014 appropriation of funds in the amount of $273,746.05 to fund the issuance costs and fiscal agent's fees.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. Approval of 2014 appropriation of funds in the amount of $7,000,000.00 to fund the renovations to the Adult Detention

AI-47714 **Budget and Management** **23. M.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Authorization for the Light Audit and Analysis with vendor (Enviro-lite solutions) through the County's participation/membership with TASB/Buyboard for countywide buildings.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact

No cost for Audit and Analysis (Even if county decide not to go forward)

Attachments

Authorization form

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	12/12/2014 11:50 AM
Budget & Management	Veronica Ortiz	12/12/2014 01:40 PM
Budget & Management	Veronica Ortiz	12/12/2014 01:40 PM
Glinda Pacheco	Glinda Pacheco	12/12/2014 04:10 PM
Budget & Management	Veronica Ortiz	12/12/2014 04:12 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Manuel Chapa		Started On: 12/08/2014 01:53 PM
Final Approval Date: 12/12/2014		

Current BuyBoard Vendors

Phone: 800-695-2919
Fax: 800-211-5454

Building Maintenance, Repair, Operations Supplies & Equipment 415-12

Expires: 11/30/2015

Alamo Iron Works	AZTECA Designs, Inc [MWBE]	Binswanger Glass
Border Construction Specialties	Burton Companies Vaughn Interest Inc.	Bush Supply Co (formerly Border States Electric Su
BWI Companies Inc	Carrier Enterprise, LLC	Casteel and Associates, Inc.
Chatham Worth Specialties, Inc	CLARK Security Products, a div of Anixter Inc	Coolgas, Inc.
Crawford Electric Supply	Crisp-LaDEW Fire Protection Co.	Dealers Electrical Supply
Door Control Services Inc	ElectroCoat	Fairway Supply Inc
Glen Products Inc.	GOES Heating Systems [MWBE]	Grainger
Graybar	Green Stuff Absorbents	Hill Country Electric Supply, LLP
HPL Systems, Inc.	IDN-Acme, Inc.	Industrial Equipment Company [MWBE]
Johnstone Supply (Corpus Christi)	Kimball Midwest	Moore Supply Co.
MSC Industrial Supply Co.	Otis Elevator Co	Peak Energy Technology
PlumbMaster, Inc.	PPG Architectural Finishes	RAM Products, Ltd.
Rapid Power Management LLC	Shiffler Equipment Sales, Inc.	Southwest Materials Handling Company
SupplyWorks (formerly Sexauer)	T&B Boiler, Inc.	Tex-Air Filters Mfg., Co.
The Reynolds Company	Unify Energy Solutions, LLC	Valley Armature & Electric
WaterSignal, LLC	WESCO Distribution, Inc	Willbanks and Associates, Inc.
Winston Water Cooler, Inc. [MWBE]	WPI - Generator Division	Zed Security, LLC [MWBE]

Custodial and Lawn Care Services 472-14

Expires: 11/30/2017

GCA K12 Education Services	IQS, Inc [MWBE]	ServiceMaster Clean by Eagle Maintenance Co. Inc
SSC Service Solutions		

Energy Saving Lighting Products 437-13

Expires: 3/31/2017

Columbia Electric Supply	Control Products	Crawford Electric Supply
Dealers Electrical Supply	Elliott Electric Supply	Energy Solutions of Texas
Facility Solutions Group	GCC Enterprises, Inc. [MWBE]	InLine Electric Solutions of Texas, LLC
John Wright Associates, Lighting Group [MWBE]	Next Step Energy Solutions	Sanivac-Davis Mfg. Co.
Summit Electric Supply	SupplyWorks (formerly Sexauer)	Triton Supply [MWBE]
Turtle and Hughes, Inc. [MWBE]	USA Promlite Technology, Inc. [MWBE]	Wildcat Electric Supply
XtraLight		

Facility Maintenance and Operations Services 485-15

Expires: 5/31/2018

GCA K12 Education Services	SSC Service Solutions

General Restoration Services 422-13

Expires: 9/30/2016

Action Restoration, Inc. [MWBE]	Blackmon Mooring Services, LTD.	RS Commercial Construction (RS Means, General F
ServiceMaster Total Restoration Services	Servpro of Crowley	Servpro of Lake Conroe, Magnolia & Cleveland [MW

Current BuyBoard Vendors

Phone: 800-695-2919 **Fax: 800-211-5454**

HVAC Equipment, Supplies & Install of HVAC Equipment 458-14

Expires: 9/30/2017

Advanced Filtration Products, LLC [MWBE]	Air Filters, Inc.	American Air Quality, Inc
Baker Distributing	Bartos Industries, LTD	CAPP
Carrier Corporation	Central Air and Heating Service Inc.	City Supply Co., Inc.
Climatec LLC	Control Products	Daikin Applied
Devices Inc	Gemaire Distributors LLC	H.A. Gray & Associates
HCL Services, LLC.	Industrial Controls/IEC Control Shop	Industrial Equipment Company [MWBE]
Insco Distributing, Inc.	JF Filtration, Inc. [MWBE]	Johnson Controls
Johnstone Supply (Houston)	Kleen-Air [MWBE]	Lennox Industries
Lochridge - Priest, Inc.	Mechanical Reps	Perry Mechanical Systems
Pure Air Filter Co., Inc.	Rapid Recovery	Roy C. Garrett, Inc.
San Marcos Air Conditioning Inc.	South Texas Boiler [MWBE]	T.E.A.M. Solutions, Inc.
TDIndustries	Trane	

Moving Services & Supplies 474-15

Expires: 3/31/2018

Move Solutions [MWBE]	PODS Enterprises Inc	Rentacrate LLC
Technology Team, LLC [MWBE]		

Pest Control Management Services 446-14

Expires: 4/30/2017

ELIZ Termite & Pest Management, LLC [MWBE]

Enviro-Lite Solutions, LLC.

Hidalgo County
L.E.D. Lighting Project

Presented By: John Phillips, President - Enviro-Lite Solutions, LLC
Jaime A Rodriguez, Vice President – Enviro-Lite Solutions, LLC

THE COUNTY OF HIDALGO
TEXAS

Hidalgo County

Why L.E.D.'s?

1. Energy Savings – Energy savings of 4,500,000 kwh / year = $630,000 savings
2. Reduce heat factors caused by incandescent and fluorescent lighting – save on HVAC equipment and HVAC energy costs. Up to 30% savings on HVAC energy consumption.
3. Reduced maintenance – LED lights last 50 times longer than incandescent and up to 5 times longer than fluorescent = lower replacement costs and man hours changing lights and ballast.
4. Lower demand = lower TDSP charges.
5. Reduce health hazards for staff and visitors – Reduce eye strain and eye stress caused by fluorescent light flickering – improved light increases attention span and improves behavior. (clinically proven)
6. Reduce Carbon Footprint – **GO Green!**
7. No bio hazardous materials – environmentally friendly lighting!
8. Improved lighting means improved security and safety for staff and citizens at night.
9. Technology of the future Today!

THE COUNTY OF HIDALGO TEXAS

Analysis

Current Lighting

vs

LED Lighting

Enviro-Lite Solutions, LLC.

Hidalgo County Summary

Existing Bulb Type	Replacement Bulb Type	Existing Bulb Wattage	LED Wattage	Bulb Count	LED Count	Weekly Usage (hr)	Yearly Energy Usage (kwh)	LED Yearly Energy Usage (kwh)	Price / Unit	Pricing
2' T12 Bi-Pin Tube	LED 2' Tube	20	9	407	407	55	23280	10476	$23.00	$9,361.00
2' T8 U-Shape Tube	LED 2' U-shape Tube	32	15	958	958	48	76517	35868	$45.50	$43,589.00
CFL 2-Pin Canlight	LED 2-Pin Bulb	13	7	155	155	84	8802	4739	$28.78	$4,460.90
CFL 2-Pin Canlight	LED 2-Pin Bulb	18	9	68	68	55	3501	1750	$31.98	$2,174.64
3'T8 Bi-Pin Tube	LED 3' Tube	25	10	34	34	55	2431	972	$32.75	$1,113.50
4'T8 Bi-Pin Tube	LED 4' Tube	32	18	46026	46026	55	4212300	2369418	$32.00	$1,472,832.00
CFL 4pin Canlight	LED 4-pin Bulb	13	7	62	62	55	2305	1241	$28.78	$1,784.36
CFL 4pin Canlight	LED 4-pin Bulb	26	9	476	476	55	35395	12252	$31.98	$15,222.48
Triple Twin 4-Pin Canlight	LED 4-pin Bulb	32	11	729	729	48	58227	20015	$36.78	$26,812.62
8' T12 Single-Pin Tube	LED 8' Tube	60	36	1372	1372	84	359374	215744	$75.00	$102,900.00
CFL E-26 Open	LED A19 Bulb	13	6	435	435	55	16173	7465	$9.40	$4,089.00
INC E-26 Track	LED A19 Bulb	60	8	778	778	55	133505	17801	$12.50	$9,725.00
CFL E-26 Canlight	LED A19 Bulb	100	12	40	40	55	11440	1373	$28.85	$1,154.00
INC E-26 Open	LED A19 Bulb	150	16	211	211	55	90519	9655	$28.85	$6,087.35
HalogenE-26 Security Lamp	LED A19 E-26 Bulb WP	90	10	10	10	55	2574	286	$18.95	$189.50
Candleabra E-12 Wall Lamp	LED Candelabra	60	4	223	223	55	38267	2551	$19.95	$4,448.85
CFL E-26 Canopy	LED Canopy Light	26	21	98	98	55	7287	5886	$270.95	$26,553.10
MH E-26 Side Mounted Canopy	LED Canopy Light	150	40	17	17	55	7293	1945	$225.00	$3,825.00
M/H E-26 Canopy	LED Canopy Light	175	60	2	2	84	1529	524	$375.00	$750.00
Canopy	LED Canopy Light	250	80	12	12	84	13104	4193	$425.00	$5,100.00
MH Mogul Canopy	LED Canopy Light	400	120	12	12	55	13728	4118	$636.00	$7,632.00
M/H Mogul Cobra	LED Cobra Head	250	120	5	5	84	5460	2621	$445.60	$2,228.00
Nema Head	LED Cobra Head	400	150	10	10	20	4160	1560	$510.30	$5,103.00
CFL Mogul Nema	LED Corn Cob W/ MA	65	20	2	2	84	568	175	$105.00	$210.00
HPS Mogul Canlight	LED Corn Cob W/ MA	150	45	15	15	84	9828	2948	$285.00	$4,275.00
M/H Mogul Canlight	LED Corn Cob W/ MA	250	65	15	15	84	16380	4259	$371.85	$5,577.75
CFL Mogul Nema Head	LED Floodlight	65	10	8	8	30	811	125	$45.00	$360.00
M/H Mogul Foodlight	LED Floodlight	175	50	14	14	84	10702	3058	$175.85	$2,461.90
Halogen Floodlight	LED Floodlight	250	80	8	8	84	8736	2796	$295.95	$2,367.60
Halogen Whole Fixture	LED Floodlight	300	100	4	4	55	3432	1144	$400.95	$1,603.80
M/H Mogul Floodlight	LED Floodlight	400	150	66	66	84	115315	43243	$510.00	$33,660.00
M/H Mogul Floodlight	LED Floodlight	1000	300	93	93	84	406224	121867	$1,214.40	$112,939.20
Hal GU-10 Track	LED GU10 Bulb	50	7	3	3	55	429	60	$25.50	$76.50
M/H Mogul Hanging	LED Highbay	250	100	8	8	55	5720	2288	$339.95	$2,719.60
MH Mogul Highbay	LED Highbay	400	150	156	156	55	178464	66924	$575.00	$89,700.00
INC E-26 Jelly Jar	LED Jelly Jar Vapor Proof	60	14	38	38	55	6521	1522	$218.75	$8,312.50
Hal MR-16 Canlight	LED MR16 Bulb	50	7	18	18	55	2574	360	$25.50	$459.00
HPS Mogul Nema Head	LED Pac 40 Bulb w/ MA	175	40	2	2	84	1529	349	$100.50	$201.00
Par 30 INC E-26 Canlight	LED Par-30 Bulb	75	10	17	17	55	3647	486	$27.25	$463.25
Par-38 E-26 Spotlight	LED Par-38 Bulb	75	15	168	168	84	55037	11007	$33.95	$5,703.60
Par-38 INC E-26 Spotlight	LED Par-38 Bulb WP	75	18	28	28	84	9173	2201	$40.00	$1,120.00
R-40 E-26 Canlight	LED Par-40 Bulb	150	20	13	13	55	5577	744	$83.25	$1,082.25
M/H Mogul Nema	LED Shoebox	175	80	20	20	84	15288	6989	$367.50	$7,350.00
MH Mogul Shoebox	LED Shoebox	400	100	355	16	60	443040	4992	$585.00	$9,360.00
M/H Mogul Shoebox	LED Shoebox	1000	300	14	14	84	61152	18346	$1,330.00	$18,620.00
E-26 Spotlight	LED Spotlight	75	10	11	11	40	1716	229	$45.00	$495.00
M/H E-26 Spotlight	LED Spotlight	100	50	6	6	84	2621	1310	$175.85	$1,055.10
M/H Mogul Spotlight	LED Spotlight	250	80	3	3	84	3276	1048	$295.95	$887.85
HPS Mogul Spotlight	LED Spotlight	250	100	2	2	84	2184	874	$400.95	$801.90
Wholefix Spotlight	LED Spotlight	300	120	4	4	55	3432	1373	$467.50	$1,870.00
Mh Mogul Spotlight	LED Spotlight	400	150	86	86	55	98384	36894	$510.00	$43,860.00
Mh Mogul Spotlight	LED Spotlight	1000	300	56	56	55	160160	48048	$1,214.40	$68,006.40
MH E-26 Wallpack	LED Wallpack	70	20	278	278	55	55656	15902	$160.25	$44,549.50
HPS E-26 Wallpack	LED Wallpack	150	40	106	106	84	69451	18520	$265.00	$28,090.00
M/H Mogul Wallpack	LED Wallpack	250	60	543	543	84	392956	142309	$365.00	$198,195.00
Halogen Glasstube Wallpack	LED Wallpack	500	120	50	50	84	109200	26208	$600.00	$30,000.00
MH Mogul Wallpack	LED Wallpack	400	120	4	4	55	4576	1373	$600.00	$2,400.00
CFL T9 Dome	LED New Fixture	22	15	1	1	55	63	63	$150.00	$150.00
Hal Crystal Wallsconce	LED New Fixture	100	18	7	7	60	2184	2184	$165.00	$1,155.00
MH Mogul Wall Sconce	LED New Fixture	250	70	16	16	84	17472	17472	$275.00	$4,400.00
Emergency B/U				200	200				$250.00	$50,000.00
Dimmer				10	10				$175.00	$1,750.00
Occupancy				100	12	60			$125.00	$1,500.00
						Total	7610846	3342145	Parts	$2,544,924.00
							Saving:	56.09%	Labor	$508,984.80
				A/C Savings (Kwh)			426,870	Energy only	Disposal	$15,000.00
				Energy Savings (kwh)			4,268,702	Annual Savings	R.O.I.	Total
	Energy Rate	$0.1344		Total Energy Savings (kwh)			4,695,572	$631,084.85	4.86	$3,068,908.80

THE COUNTY OF HIDALGO TEXAS

Analysis Results

Simple Return on Investment

ECONOMICS SUMMARY

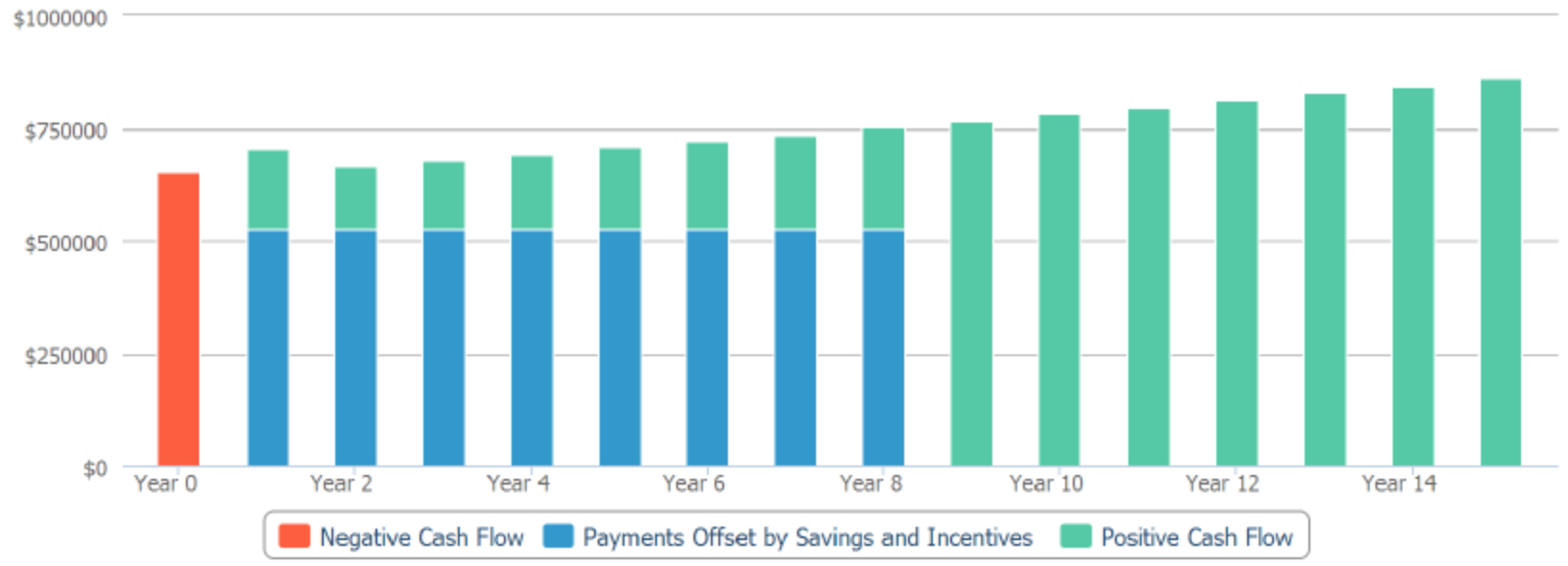
Life Cycle Savings	Gross Project Cost	Annual Savings	Simple Payback (yrs)
$7,636,826	$3,709,225	$653,200	5.6
	Increase in Facility Value	IRR	NPV
	$8,164,994	17.75 %	$7,636,826

Equipment Life:15.0yrs | Cap Rate: 8.00 % | Utility Escalation Rate: 2.00 % | Discount Rate: 0.00 %

EXAMPLE NOESIS FINANCING CASH FLOW

Enviro-Light Solutions has partnered with Noesis Financing to provide you with competitive financing from 3rd-party lenders. Monthly payments may be significantly less than the energy savings making the investment cash-flow positive on day one. *(Estimate assumes a good credit rating and final payments may vary.)*

Term: **8 years** | Annual Payment: **$527,599** | Avg. Annual Cash Flow: **$179,450**



Project Details

Analysis Details

PROJECT SCOPE

Savings Measure	Annual Savings	Gross Costs	Incentives	Payback (yrs)
LED Light Retrofit	$653,200	$3,709,225	$50,000	5.6
Net Project Cost				**$3,659,225**

ANNUAL SAVINGS

Utility Type	Utility Impact	Unit Cost	Savings
Electricity	4,501,489 kWh	$0.134 / kWh	$603,200
Maintenance			$50,000
Total			**$653,200**

LIFE CYCLE SAVINGS (15 years, nominal)

Utility Type	Historical	Projected	Savings
Electricity	--	--	$10,431,381
Maintenance	--	--	$864,671
Net Project Cost			($3,659,225)
Total	**--**	**--**	**$7,636,826**

Enviro-Lite Solutions, LLC.

THE COUNTY OF HIDALGO TEXAS

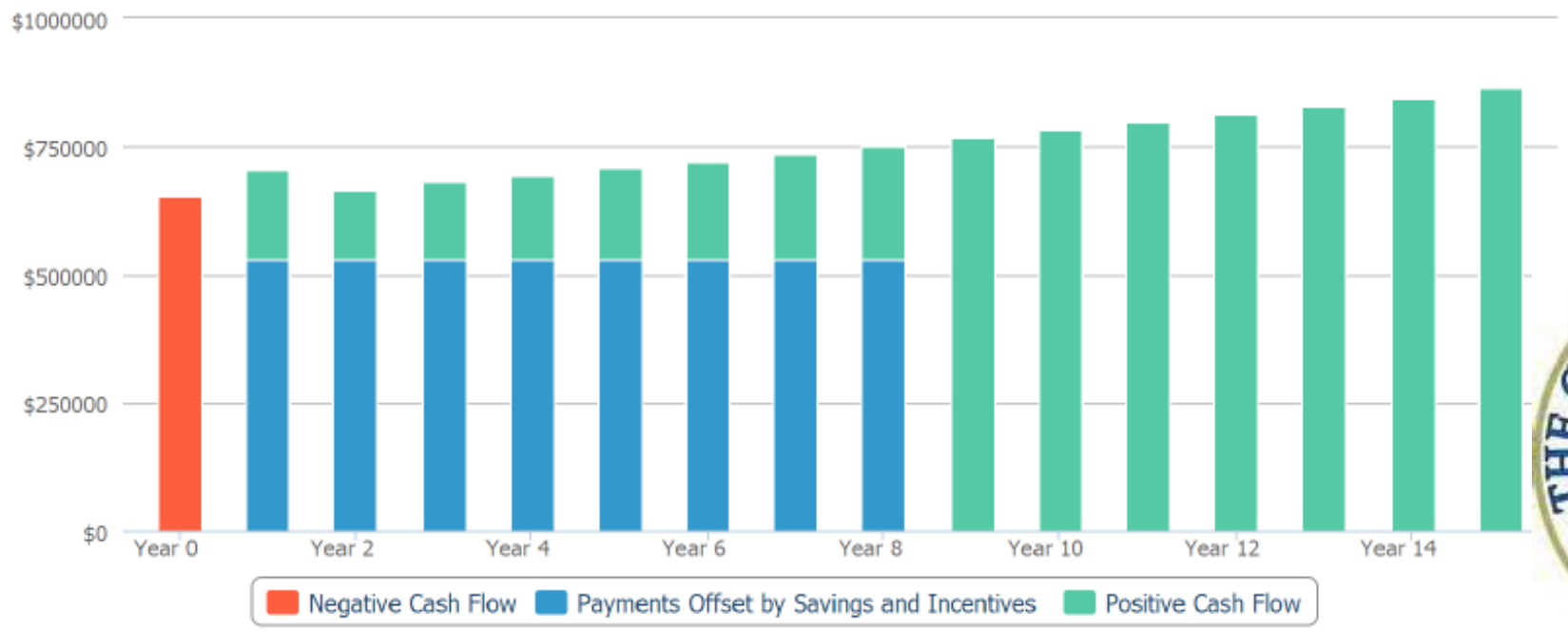
Analysis of Savings - Financed

EXAMPLE LIFE CYCLE CASH FLOW

Term	Amount Financed	Gross Project Cost	Monthly Payment
8 years	$3,709,225	$3,709,225	$43,967
Financed Life Cycle Savings	**Annual Savings**	**Avg. Monthly Savings**	**Monthly Cash Flow**
$7,125,261	$653,200	$58,921 (during term)	$14,954 (during term)

Down Payment: $0 | Buyout: $1 | Utility Escalation Rate: 2.00 %

Performance Rebate For a year after the install, Noesis will perform a 3rd party measurement to verify the forecasted savings. If your facility doesn't see the savings you will receive a rebate of $222,554 (6% of the gross project cost).



Enviro-Lite Solutions, LLC.

THE COUNTY OF HIDALGO TEXAS

Sample of Product Sheets

T8 Lamps | Plastic

> Outstanding Performance

- 100+ lumens per Watt
- Smooth and pleasant light source
- Instant on, no flicker or buzz
- Glass-free for use in food displays and kids areas
- 50,000 hrs life time

> Energy Savings = Money Savings

- Over 40% energy savings compared with fluorescent[1]
- Less heat dissipation and less cost in bill of AC

> Go Green and Sustainable

- No mercury
- 5 year limited warranty

(1. See second page for footnotes)

All products are U/L
And
DLC Certified

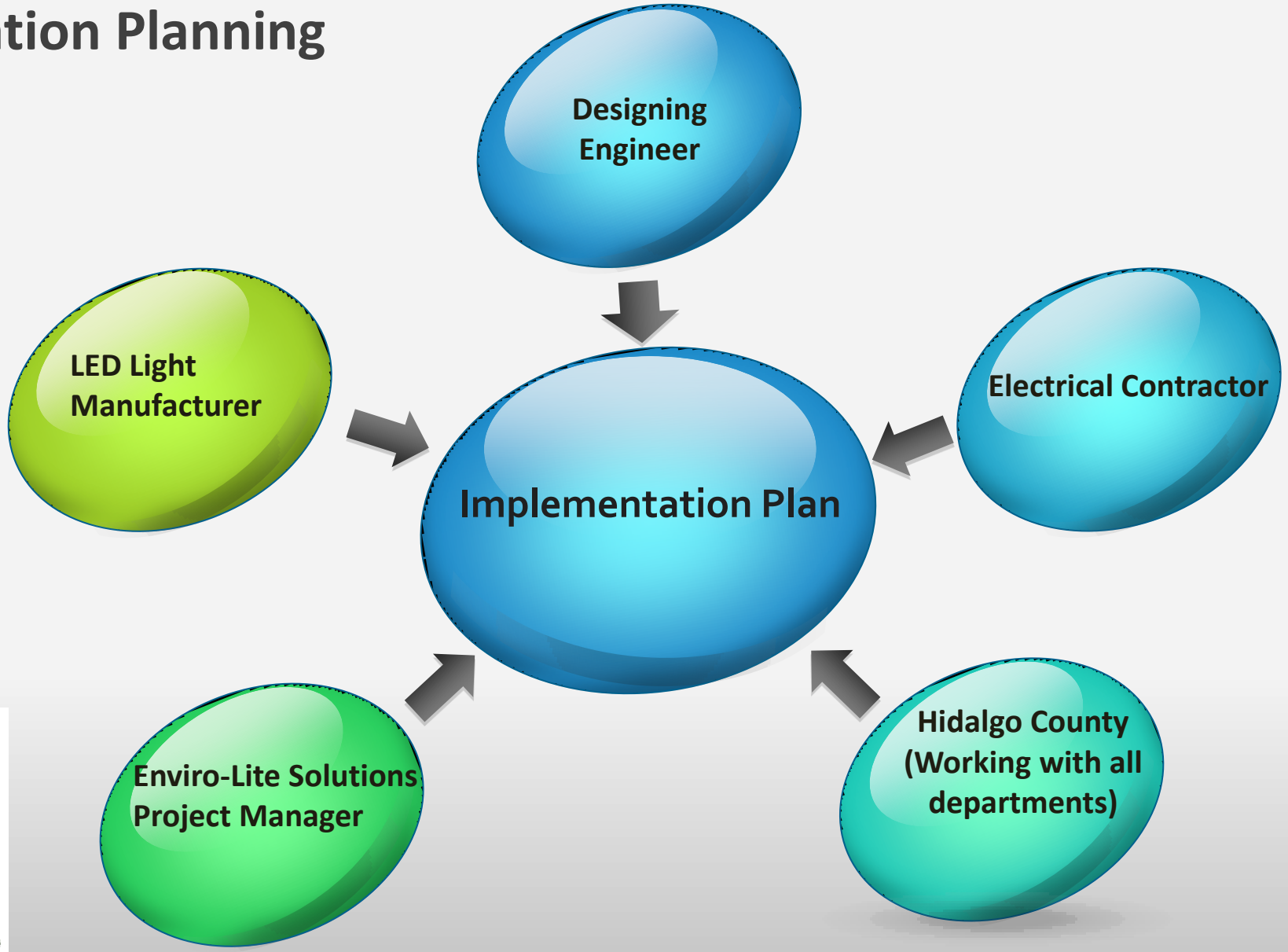
94 Watt LED Floodlight Fixture USA

USA Outdoor LED Floodlight Fixture

MODEL#	FLA-90U
CATEGORY	LED Floodlight
PRODUCT TYPE	LED Floodlight Fixture
LED WATTAGE	94 Watt
EQUIVALENT WATTAGE	150 Watt
POWER FACTOR	>.95
LIFE	>75,000 Hours
LIGHT OUTPUT	10340 Lumens
EFFICACY	110 m/watts
WARRANTY	10 Years
LED TYPE	Lumileds Luxeon
CRI	>75
CERTIFICATION	ARRA, Buy American, cULus, DLC, RoHS
VOLTAGE	120, 277, 347, 480 Volts
BASE	Surface Mount
DIMENSIONS	5"H x 12.9"W x 11.9"L
COLOR TEMP	5000K
BEAM ANGEL	T1S, T1M, T2M, T3L, T5W, T7M Degrees
WEIGHT	13.42 lbs
DIMMING	Yes

***Additional Notes:** User friendly design for easy installation and maintenance. Industry leading 10 year warranty against manufacturing defects. LM79 & LM80 Available. Custom photometric layouts for any project available. Waterproof IP67 rated & DLC listed. ARRA & Buy American compliant American enginnering & manufacturing. WAGO terminal block and MOLEX quick connectors. Mechanical impact resistance IK08. Aluminum alloy construction, stainless steel lens protective cover and screws, and corrosion resistant polyester powder coating.

Implementation Planning



Enviro-Lite Solutions, LLC.

THE COUNTY OF HIDALGO TEXAS

Flow Chart

Current Status

Analysis	Proposal	Approval	Evaluation	Implementation Authorization	Retrofit
A complete list of locations and contact persons. Physical count of current lighting.	Prepare and submit detailed analysis. Review for Incentives, Tax deductions and rebates.	Sign Light Management Contract	Final walk through for completeness of count. Evaluation for additional energy saving devices, eg. Occupancy sensors or Photocells.	Client signs Letter To Proceed.	Implementation Plan commences.
•Compile all information required to include: 12 months energy bills, hours of operations and current budget for lighting and lighting related repairs and installations.	Submit sample LMC contract for review.		Work with electrical contractor, engineer and client to develop Implementation Plan.	All LED lighting and supplies are ordered. Allow 4-6 weeks for delivery.	Upon completion a Final Walk Through with Client.
• Submit collected information for analysis.			Coordinate with A.E.P. or MVEC if applicable for incentive evaluation.		Upon completion of Final Walk Through a Statement of Satisfaction is signed.

Support Local Business

- All Services Performed by Local Companies
- Enviro-Lite is 100% locally owned and operated company.
- Electric Contractor is 100% locally owned and operated.

Enviro-Lite Solutions, LLC.

Conclusion

Choose Enviro-Lite Solutions

Up to 70% energy savings

Great financing options

Support local business

Professional team

Quality Commercial LED lights

Great local service

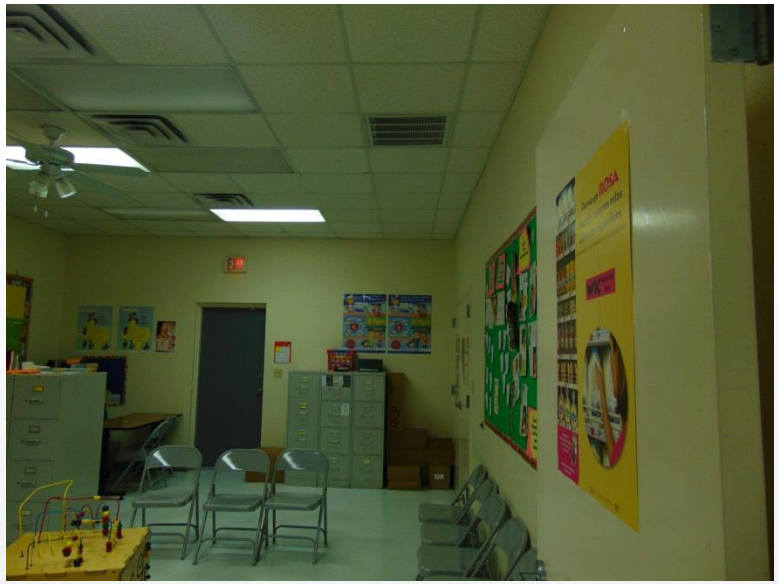
Proven track record - City of Hidalgo & State Farm Arena
City of Falfurrias
City of Donna
Edinburg CISD

Great promotional coverage – **Hidalgo County Goes Green!**

NO UP FRONT COST TO Hidalgo County (If financed)

Enviro-Lite Solutions, LLC.

THE COUNTY OF HIDALGO TEXAS



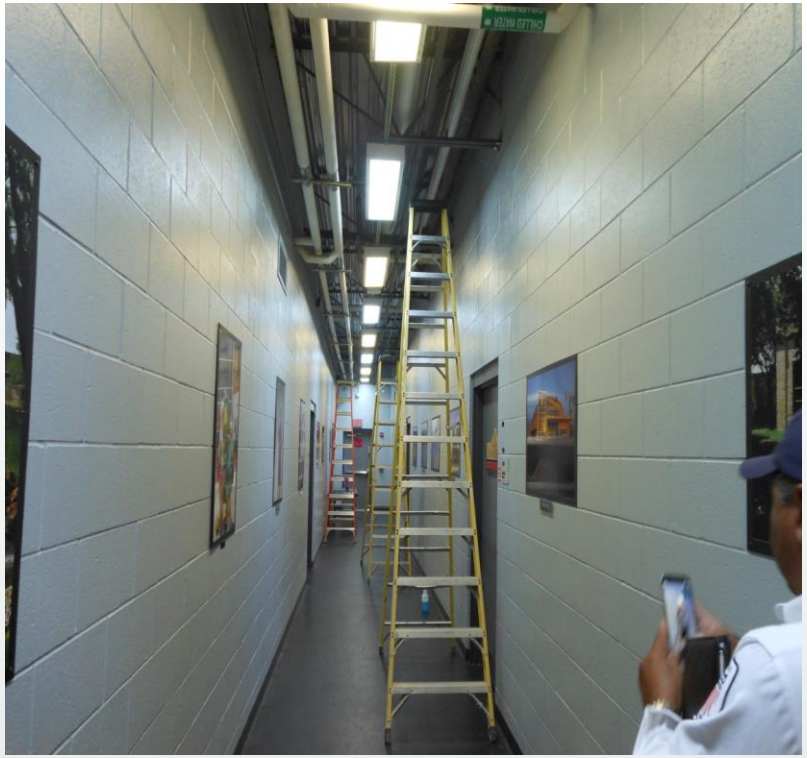
Hidalgo County Interior Lights

Some fixtures need replacing

Exterior lights susceptible to vandals and weather

Hidalgo County Exterior Lights

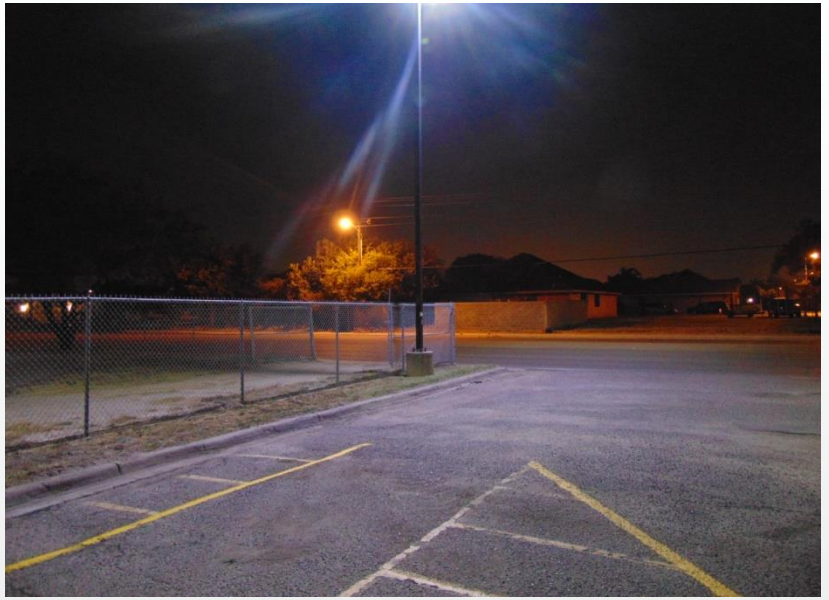
Buildings look yellow compared to LED lights



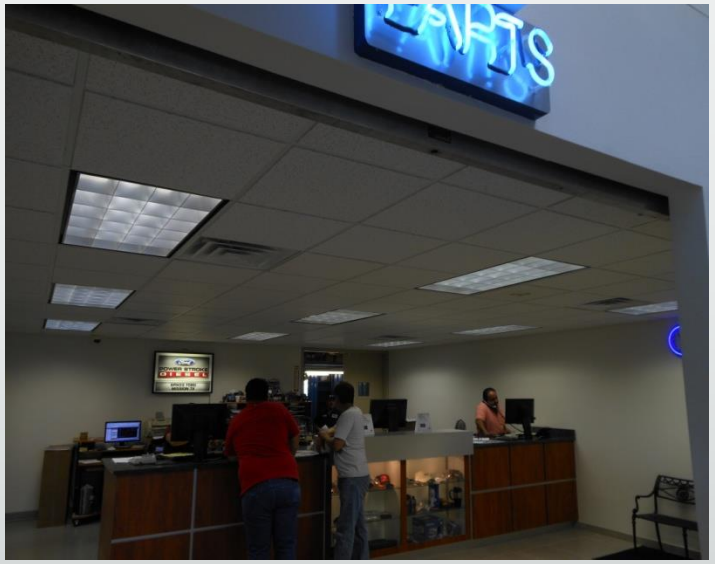
State Farm Arena
Before and After pictures

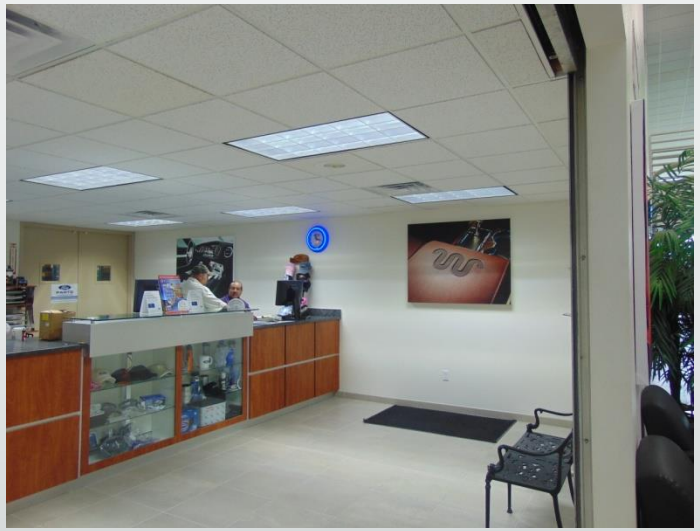
Spikes Ford - Before

Spikes Ford - After



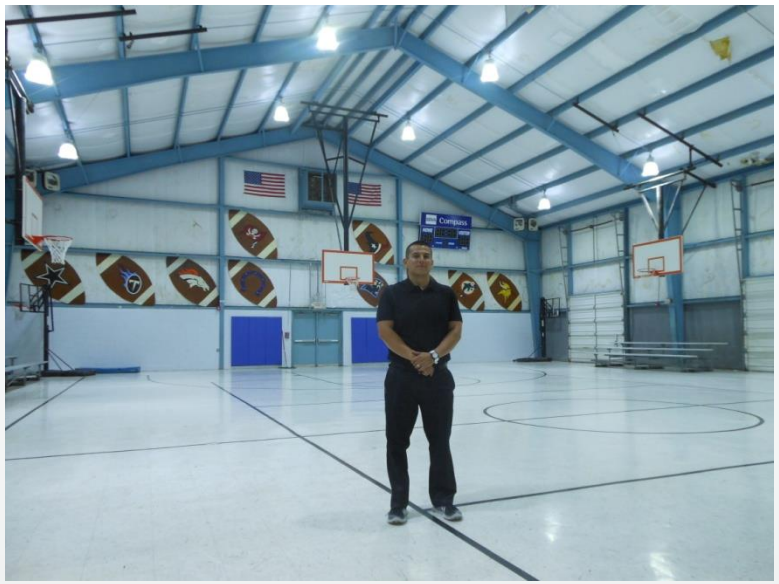
100w LED Light Vs 400w Metal Halide



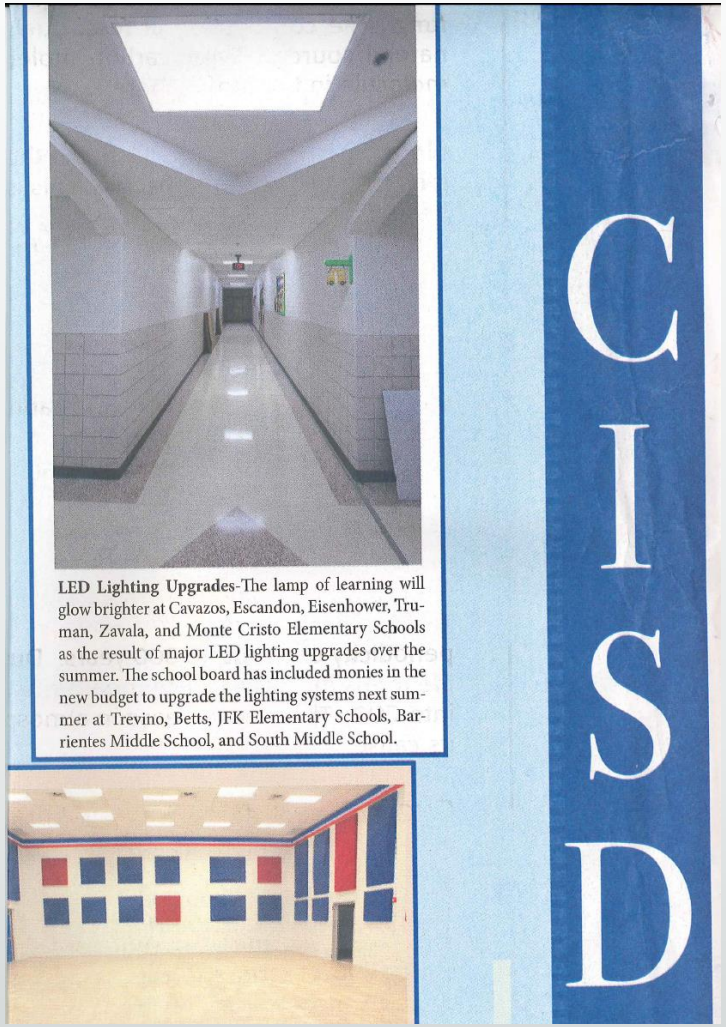


10 pm at Hidalgo Baseball Park

Hidalgo Library



Hidalgo Youth Center –
Improved light, Lower temperature!



LED Lighting Upgrades-The lamp of learning will glow brighter at Cavazos, Escandon, Eisenhower, Truman, Zavala, and Monte Cristo Elementary Schools as the result of major LED lighting upgrades over the summer. The school board has included monies in the new budget to upgrade the lighting systems next summer at Trevino, Betts, JFK Elementary Schools, Barrientes Middle School, and South Middle School.

CISD

Martin Cepeda, Mayor
Daniel (Dan) Dillard II, Mayor Pro-Tem

COUNCILMEMBERS
Rodolfo (Rudy) Franz
Gustavo "Gus" Sanchez
Sergio Coronado
Noé Reyes

August 15, 2014

Enviro-Lite Solutions, LLC

Attn: John Phillips, CEO

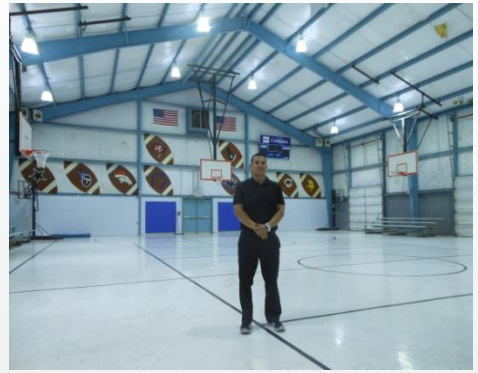
The work that Mr. Robert Dale and his crew have done at the Hidalgo Youth Center with Enviro-Lite Solutions has been outstanding. Not only are we getting better quality lighting in our building, but the positive responses we have gotten from visitors and the parents of the children we provide services to, are in "awe". The softer yet adequate lighting is very gentle on mine, my staff's, and the children's eyes throughout the day. We have nothing but positive feedback regarding the job performance we received, and know firsthand that as time passes, we will be even more grateful for the many visitors our facility is going to welcome.

Thank You,

Mario A. Alday
City of Hidalgo Youth Center Director

"This institution is an equal opportunity provider and employer"

704 East Texano Drive Hidalgo, Texas 78557 **(956) 843-2286** **Fax: (956) 843-2317**



Hidalgo Public Library
710 E Texano Drive
Hidalgo, Texas 78557
Ph 956-843-2093
Fx 956-843-8841

Edward Lopez, Director
eddie@hidalgo.lib.tx.us

August 15, 2015

My experience with Enviro-Lite Solutions has been a delight. In comparison to traditional lighting, the change to LED lights was an enhancement to the overall ambience of the Library. We have noticed that our library is now better lit, seems more colorful and the strain on our eyes has significantly diminished. One of the most important improvements that we have noticed when the new LED lights were installed is that the library seems quieter, we all got used to the "humming" of fluorescent tubes that took a while for us to notice that certain sounds/noises ceased after the switch. Overall we are happy with the change of lighting at the Library.

Edward Lopez
Library Director
Hidalgo Public Library

Hidalgo Police Department

211 E. Esperanza * Hidalgo, Texas 78557
(956) 843-2737 * Fax (956) 843-6813

August 15, 2014

Enviro-Lite Solutions, LLC

Attn: John Phillips, CEO

Recently the City of Hidalgo Police Department underwent a change in replacement of incandescent and florescent lighting to LED lighting. Numerous observations by the staff and commented was heard immediately.

I wear glasses and as a photographer, I noted that the yellow haze by the non-natural lighting was immediately gone. I assist in photographing the staff for ID's and the colored background used was very visible and required little or no enchantments. Skin tones and detail were clearly enhanced.

The ability to see with ease was also heard from the staff. Comments ranged from, "I don't have to wear my reading glasses or the colors are very vivid."

Another example, the explosions of colors come to mind. The interior of our office building had recently been painted white. However the walls appeared a yellowish off white color due to the florescent lights. The new LED lighting exemplified the surroundings, making colors brighter, showing flaws where the painters has missed areas, which were easily corrected. The building's interior looks brighter, cleaner and professional. The LED light shows colors in its true vivid form.

I also observed that my eyes are less tired at the end of the eight hour shift. I did note that going home to my conventional incandescent lighting diminishes my eyesight. My home lighting appears darker and more difficult to see. As the saying goes, "We have seen the light".

Sincerely,

Rodolfo "Rudy" Espinoza
Chief of Police

Gateway to Mexico

Hidalgo Public Library
710 E Texano Drive
Hidalgo, Texas 78557
Ph 956-843-2093
Fx 956-843-8841

Edward Lopez, Director
eddie@hidalgo.lib.tx.us

August 15, 2015

My name is David Vergara and I working in the Library five years and eight months and the with change of the LED lights is much better because the lighting is more clear and white and as the patrons have told me I can read better and I don't get tired reading, especially people who spend time in the library.
I expect that with these lights we will see some savings on our energy bill and also we have noticed that the building is cooler because these lights don't generate too much heat. Overall we are very pleased with the new LED lights.

David Vergara
Staff Member
Hidalgo Public Library

Experience our Lights,
See the difference!

Thank You

AI-51126 **Purchasing Department** **22. C. 1.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Comm. Cuellar, COMM. PCT. #1

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Department: COMM. PCT. #1

Information

CAPTION

Requesting authority to advertise for sealed bids with Procurement Packet to be developed and drafted by both Purchasing Dept. and DBM [specifications, requirements, terms & conditions, etc.] with input and final review by Precincts for a local contract titled: Brush/Debris Collection Services for Hidalgo County commencing with Precinct No. 1.

BACKGROUND

NIGP Commodity Code applicable: 968-50-Collection Services: Brush, Leaves & Tree limbs

General Specifications attached as basis for development by all parties

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Immediate expense would be the advertising of project with subsequent funding on an as needed basis by user Precinct.

Attachments

Draft Specifications

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/28/2015 03:47 PM
Budget & Management	Veronica Ortiz	08/28/2015 04:21 PM
Glinda Pacheco	Glinda Pacheco	08/28/2015 04:45 PM
Auditor's Office	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Darlene Betancourt Started On: 08/28/2015 11:10 AM

Final Approval Date: 08/28/2015

HIDALGO COUNTY PRECINCT NO. 1

SPECIFICATIONS

FOR

BRUSH PICK-UP, TRANSPORTING AND PROCESSING/DISPOSAL SERVICES

DRAFT

BRUSH PICK UP, TRANSPORTING AND PROCESSING/DISPOSAL SERVICES

Provide Hidalgo County Precinct No. 1 Brush Pick-up Transporting and Processing/Disposal Services .

SCOPE OF WORK Hidalgo County Precinct No. 1, upon Hidalgo County Commissioners' Court approval will select awarded contractor will be required to provide the following services including, but not limited to, the following:

a) Provide collection service no less frequently than _____(monthly) for pick-up of bulk brush from HIDALGO COUNTY PRECINCT NO. 1's storage site.

b) Be responsible for safely and legally transporting brush to an end user/recycler/disposal point of your choice.

c) Providing reports to Hidalgo County Precinct No. 1 on brush pick-up and drop off.

Hidalgo County Precinct No. 1's intent and requirements of this RFB are to provide for pickup, transportation and processing/disposal of brush collected from households located within Precinct No. 1. Hidalgo County Precinct No. 1 crews collect approximately _____ cubic yards of brush per week.

HIDALGO COUNTY PRECINCT NO. 1 desires to see brush beneficially reused by the contractor. Therefore, Hidalgo County Precinct No. 1 is willing to give brush to the contractor and is seeking a 'no cost' contract if possible. Hidalgo County Precinct No. 1 will consider paying for brush pickup, transporting, processing/disposal if no zero cost bids are received. Therefore, this RFB contains provisions for a fee for service agreement.

The specifications contained within this RFB document are designed to establish an effective, efficient, uniform and safe system of Brush Pick-up, Transportation and Processing/Disposal services that provides for the following intended purposes.

a) Establish and maintain a continuous and uniform level of brush collection services.

b) Hidalgo County Precinct No. 1's intent is to provide coordinated services to maximize beneficial reuse of brush if possible while minimizing costs to Hidalgo County Precinct No. 1 residents.

Each Bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under Contract. Bidders shall thoroughly examine and be familiar with the Specifications.

It is also expected that the Bidders will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any

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obligations with respect to his Bid or to the Contract. The Hidalgo County Precinct No. 1 shall make all such documents available to the Bidder.

The Bidder shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to Hidalgo County Precinct No. 1.

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 over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

COMPETENCY OF BIDDER

The opening and reading of the Bid shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. Hidalgo County Precinct No. 1 reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources.

Hidalgo County Precinct No. 1 shall require submission with the Bid of the following supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified, responsible Bidder. The Bidder will be required to furnish the following information:

(a) An itemized list of the Bidder's equipment available for use on the Contract.

(b) A copy of the latest available certified financial statement of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants.

(c) Evidence that the Bidder is in good standing under the laws of the State of Texas, and, in the case of corporations organized under the laws of any other State, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of Texas or a sworn statement that it will take all necessary action to become so licensed if its Bid is accepted.

(d) Evidence, in form and substance satisfactory to Hidalgo County Precinct No. 1, that Bidder (or Bidder's subsidiaries or affiliates) has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual hauling experience as a going concern.

In the event that Hidalgo County Precinct No. 1 shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified responsible bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath:

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(a) Evidence that the Bidder is capable of commencing performance as required in the Contract Documents

(b) Evidence, in form and substance satisfactory to Hidalgo County Precinct No. 1, that Bidder possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents

(c) Evidence, in form and substance satisfactory to Hidalgo County Precinct No. 1, that Bidder's experience as a going concern in the hauling business.

(d) Such additional information as will satisfy the Hidalgo County Precinct No. 1 that the Bidder is adequately prepared to fulfill the Contract.

The Bidder may satisfy any or all of the experience and qualification requirements of this Paragraph 12 by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

DISQUALIFICATION OF BIDDERS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of its Bid:

(a) Evidence of collusion among Bidders

(b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors

(c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted

) Default on a previous municipal contract for failure to perform

14. BASIS OF THE BID

Bids for brush pick-up, transporting and processing/disposal are solicited on the basis of cost per cubic yard.

15. QUANTITIES

Hidalgo County Precinct No. 1 estimates that the quantity of bulk brush generated is approximately 40 cubic yards per week. Currently, there is a stockpile of approximately _____cubic yards on hand. The brush is stored at _____

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17. DISPOSAL SITES

The Bidder is to process/recycle/reuse/dispose of brush at a site or sites of his choice. The Bidder shall indicate on the Bid the name and location of the site(s) which the Bidder intends to use to perform the Contract. Further, the Bidder shall provide evidence reasonably satisfactory to the Hidalgo County Precinct No. 1 that the Bidder, if awarded the Contract, will have the right to use said site(s) under and for the duration of the Contract.

BRUSH PICK-UP, TRANSPORTATION AND PROCESSING/DISPOSAL SERVICES

GENERAL SPECIFICATIONS

1.00 DEFINITIONS

1.01 Brush - All tree trimmings, dead trees, or branches thereof. [note: may need to modify definition if there are stumps, large trunks, etc.]

2.00 SCOPE OF CONTRACT

2.01 Hidalgo County Precinct No. 1 is requesting bids for the pick-up, transportation and processing/disposal of bulk brush generated by Hidalgo County Precinct No. 1.

All prices shall be firm for a five year period.

The work to be done consists of furnishing all supervision, labor, tools, equipment and materials, supplies and services to perform all work and services necessary to satisfactorily collect, transport and process/dispose of brush from Hidalgo County Precinct No. 1's storage site.

Reports & Data - The Contractor shall maintain records as directed by Hidalgo County Precinct No. 1 for a monthly report. The Contractor shall meet with Hidalgo County Precinct No. 1 and shall develop a report form to provide the following information:

1. Date of pickup

2. Estimated cubic yards

3. Processing or disposal site(s)

COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws.

EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on _____, 2015.

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NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin. 11

INDEMNITY

The Contractor will indemnify and save harmless Hidalgo County Precinct No. 1, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of Hidalgo County Precinct No. 1, its officers, agents, servants and employees.

TERM

The contract shall be for a five (5) year period beginning upon the execution of this Contract.

INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage . All insurance shall be by insurers and for policy limits acceptable to the HIDALGO COUNTY PRECINCT NO. 1 and before commencement of work hereunder the Contractor agrees to furnish HIDALGO COUNTY PRECINCT NO. 1 certificates of insurance or other evidence satisfactory to HIDALGO COUNTY PRECINCT NO. 1 to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

BOND

Performance Bond

(a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of the contract for one year and shall be renewed and adjusted each year to the amount of the contract. The bond can only be extended with

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the express written consent of the Surety, and the total liability of the Surety shall not exceed the penal sum of the Bond.

(b) The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

(c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Texas.

Power of Attorney - Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

BASIS AND METHOD OF PAYMENT

Rates

(a) For collection, transporting, processing and disposal services required to be performed pursuant to the specifications, the charges shall not exceed the rates as fixed by the Contract Documents.

Modification to Rates - The rates which are established by contract shall not be changed during the life of the contract. Price adjustments will be allowed by mutual agreement on the basis of unusual changes in Contractor's cost of operation based on revised laws.

Contractor Billings to Hidalgo County Precinct No. 1 – If applicable, the Contractor shall bill Hidalgo County Precinct No. 1 for service rendered within ten (10) days following the end of the month and Hidalgo County Precinct No. 1 shall pay the Contractor on or before the 15th day following the end of such month. All billing and payment shall be based on the rates set forth in the Contract Documents as follows:

a. Payment for Brush pick-up, transporting and processing/disposal service shall be based on the unit rates as established by contract..

11.00 TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of Hidalgo County Precinct No. 1, which consent shall not be unreasonably withheld; however, in the event of an assignment, the assignee shall assume the liability of the Contractor.

CONTRACT NOT A FRANCHISE

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It is the understanding and intention of the parties hereto that this agreement shall constitute a contract for the pick-up, transporting and processing/disposal of brush; that said Contract shall not constitute a franchise nor shall the same be deemed or construed as such.

OWNERSHIP

Title to Brush materials that Contractor has agreed to accept shall pass to the Contractor when placed in Contractor's collection vehicle.

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AI-50964 **Purchasing Department** **22. C. 2.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional geo-technical engineering services for (on call services) for Pct. #1 projects;

evaluations	PSI Professional Engineering	MEG Engineering	Terracon
score	76	83	80
ranking			

C. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No. 1 ranked firm of _____ for: the provision of professional geo-technical engineering services for (on call services) for Pct. #1 projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Pct will be addressing funding per project; services are on an as needed basis.

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/20/2015 10:50 AM
Budget & Management	Debbie Tamez	08/20/2015 11:59 AM
Ivan Cantu	Ivan Cantu	08/20/2015 04:47 PM
Auditor's Office	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Nielda Cavazos Started On: 08/17/2015 02:50 PM

Final Approval Date: 08/28/2015

HIDALGO COUNTY PRECINCT NO 1

FOR

Professional Geotechnical Engineering Services

(on as needed basis)

Scoring & Evaluation GRID

Engineering Services

Evaluator	PSI Professional Engineering	MEG Engineering	Terracon
Score	76	83	80
RANKING			

*Scoring & Evaluation was completed by Pct No 1 *

AI-50963 **Purchasing Department** **22. C. 3.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for (on call services) for Pct. #1 projects;

evaluation	LeFevre Engineering	Javier Hinojosa Engineering	Fulcrum Consulting Services
score	82	76	74
ranking			

C. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No. 1 ranked firm of _____ for: the provision of professional engineering services for (on call services) for Pct. #1 projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

services are on an as needed basis; funding to be allocated on a per project basis as determined by the user department.

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/20/2015 10:48 AM
Budget & Management	Debbie Tamez	08/20/2015 11:59 AM
Ivan Cantu	Ivan Cantu	08/20/2015 04:47 PM
Auditor's Office	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Nielda Cavazos Started On: 08/17/2015 02:49 PM

Final Approval Date: 08/28/2015

HIDALGO COUNTY PRECINCT NO 1

FOR

Professional Engineering Services

(on as needed basis)

Scoring & Evaluation GRID

Engineering Services

Evaluator	LeFevere Engineering	Javier Hinojosa Engineering	Fulcrum Consulting Services
Score	82	76	74
RANKING			

*Scoring & Evaluation was completed by Pct No 1 *

AI-51121 **Purchasing Department** **22. D. 1.**

CC - REGULAR

Meeting Date: 09/01/2015

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 Engineering, for "Cesar Chavez Rd (from Business 83 to E. Nolana Loop) Project for Pct 2,"as approved for negotiations on CC 8/18/15;
b. Acceptance and approval of Work Authorization No. 1 (estimated cost of $1,151,217.08) as submitted by project engineer, L&G Engineering to provide the Environmental Assessment, Public Involvement, Schematic Design and Design Survey for Phase I for, "Cesar Chavez Road Project";

c. Pursuant to contract with L&G Engineering, (Article 14) C-15-300-09-01, a request for approval by engineer to permit the subcontracting of Quintanilla, Headley & Associates, Inc. for land surveying for the Cesar Chavez Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-117-0-XXX

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

BUDGETARY IMPACT:

Funding will be appropriated thru AI#51098 on 9/1/15

Attachments

Subcontract Letter-QuintanillaHeadleyAssociates
contract
Work Authorization No. 1
Contract-Legal Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/28/2015 11:44 AM
Budget & Management	Veronica Ortiz	08/28/2015 11:46 AM
Glinda Pacheco	Glinda Pacheco	08/28/2015 01:36 PM
Auditor's Office	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Rocio Villarreal		Started On: 08/28/2015 10:16 AM

Final Approval Date: 08/28/2015

L&G Consulting Engineers, Inc.

August 28, 2015

Hon. Eduardo "Eddie" Cantu
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: Subcontracting Notice for Cesar Chavez Road Project
Contract No. 15-300-09-01

Dear Commissioner Cantu:

We would like to inform you of the subcontractor that we will be using on the Cesar Chavez Road Project Work Authorization #1. Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. This sub-contractor will be providing Surveying Services for the above referenced project.

Subcontractor:
Land Surveyor:
Mr. Alfonso Quintanilla, P.E., R.P.L.S.
Quintanilla, Headley & Associates, Inc.
124 E. Stubbs
Edinburg, Texas 78539
Phone (956) 381-6480

Should you have any questions, please feel free to give me a call at 956-585-1909.

Sincerely,

Robert Macheska, P.E., C.F.M.
Project Manager

cc: Hidalgo County Auditor's Office

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-15-300-09-01

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the preparation of the **Environmental Assessment, Public Involvement, Schematic, Surveying, Geotechnical, Pavement Design, Plans-Specifications-Estimates (PS&E), Right-of-Way Map, Right-of-Way Acquisition, Compensable Utilities and Construction Management** for the **Cesar Chavez Rd (from Business 83 to E. Nolana Loop)** 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, 2020 or *upon completion of the Project* (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 **Engineer** 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 be 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 **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper

execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. 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 **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a

Project with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and

required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project.** Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or

death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee.** The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law **("Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to***

the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County*** **Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance.* The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from,

or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	**L & G Consulting Engineers, Inc. d/b/a**
100 E. Cano St. 2nd Floor	**L&G Engineering**
Edinburg, Texas 78539	**2100 West Expwy 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 by Commissioners' Court on: _____, 2015

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, 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 – Sample Work Authorization Form
EXHIBIT F – Sample 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 improvements to Cesar Chavez Road located within the City of Pharr, and within the limits of Business 83 and E. Nolana Loop 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 I - 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: Environmental Assessment, Public Involvement, Schematic, Surveying, Geotechnical, Pavement Design, PS&E, Right-of-Way Map, Right-of-Way Acquisition, Compensable Utilities and Const. Mgt for the Cesar Chavez Road project.

LENGTH: 3.04 Miles

HIGHWAY: Cesar Chavez Road

LIMITS: from Business 83 to E. Nolana Loop

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 2 – FEASIBILITY STUDIES
(Function Code 102)

Services Provided By: ENGINEER	COUNTY	
—	—	Preliminary Design Values *The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.*
—	—	Preliminary Route Locations on Uncontrolled Mapping *The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Projects.*
—	—	Uncontrolled Mapping (w/Contours & GIS Info) *The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.*
—	—	Preliminary Traffic Evaluations & Trends *The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.*
—	—	Preliminary Hydrologic Map *The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.*
—	—	Preliminary ROW Requirements *The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.*
—	—	Preliminary Cost Estimates *The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.*
—	—	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.*
—	—	Project Fact Sheet with Est. Local Cost vs. Total Project Cost *The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.*
—	—	Meetings, Coordination & Support for Project Development *The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. 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 "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 3 - ROUTE AND DESIGN STUDIES
(Function Code 110)

Services Provided By: ENGINEER	COUNTY		
___	___	1.	Route Location Studies*
___	___	2.	Level of Service Analysis
___	___	3.	Traffic Evaluations and Projections
___	___	4.	Develop Roadway Design Criteria
___	___	5.	Preliminary Cost Estimates
___	___	6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
___	___	7.	Preliminary Right-of-Way Requirements
___	___	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
___	___		a. Pavement (See Section 7, page 7-3 for requirements)
___	___		b. Retaining Walls (See Section 10, page 10-1 for requirements)
___	___		c. Miscellaneous Structures (See Section 10, page 10-3 for requirements)
___	___		d. Bridges (See Section 11, page 11-3 thru 11-4 for requirements)

* The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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
___	___	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
___	___	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
___	___	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
___	___	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
___	___	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
___	___	a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
___	___	b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
		3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY.
___	___	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
___	___	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
___	___	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
___	___	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		4. Noise and Air Quality Analyses
___	___	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be provided as a Technical Report and results included in the administratively complete document.
___	___	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be provided as a Technical Report and results included in the administratively complete document for the project.
___	___	5. Hazardous Materials The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
___	___	6. General Guidelines for Preparation of Environmental Documents
		a. The Biological Impact Evaluation Report will be prepared which will include water resources, threatened and endangered species, etc. 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.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 5 - RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By: ENGINEER	COUNTY	

NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.

___ ___ 1. Ownership Data in a .dgn file
   a. The entire project limits.
   b. Compensable utility ownership that has property rights on ROW shall be researched and provided.
   c. For each drainage outfall property
   d. For each irrigation structure pipe.

___ ___ 2. Parcel plats & Right-of-Way Map
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.

___ ___ 3. Utilities (Compensable)
   a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility.

___ ___ 4. Field Notes
   a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map
   b. Computation Sheets for Survey Closure and Area for Each Parcel.
   c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

___ ___ 5. Survey and Stake Right-of-Way

___ ___ 6. Records as Required by the County and State
   a. Records used to establish ownership

___ ___ 7. General Guidelines for Preparation of Right-of-Way Maps
(Sample ROW Maps and Parcel Plats and field notes attached)
GENERAL SPECIFICATIONS
   a. All data submitted by the surveyor will be legible, organized and well documented.
   b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.
   c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor.
   d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.
   e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map checklist must be complete, accurate and also considered to be essential and is a part of this contract.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT SPECIFIC SCOPE OF SERVICES
FC 130 – RIGHT-OF-WAY DATA – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – FIELD SURVEYING FOR PARCEL MAPPING – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING
FC 130 – RIGHT-OF-WAY DATA
Right-of-Way Documents - The SURVEYOR will utilize State examples and provide the following:

GENERAL
a. Abstracting: The SURVEYOR will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the State is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the STATE'S Right-of-Way Book I and Book II, the State's local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The SURVEYOR will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The SURVEYOR will provide to the STATE a copy of Instruments of Record.
g. The SURVEYOR will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The SURVEYOR will attach documents or text files compatible with the latest version of Word software.

PARCEL PLATS
a. A parcel plat will be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
a. Month(s) and year abstracting was performed upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year map was completed by the SURVEYOR.

l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

FIELD NOTE DESCRIPTIONS

A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   (1) State, county, and city within which the proposed parcel of land to be acquired is located.
   (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   (3) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   (1) A point of commencing (outside property corner).
   (2) A point of beginning on proposed R.O.W. line.
   (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   (6) Note referencing parcel plat.

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. CSJ's
___ List all Major Utilities from Station to Station

INDIVIDUAL MAP SHEET REQUIREMENTS

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

EXISTING INFORMATION

___ R.O.W. lines
___ Whole property or whole property inset

___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc...
___ Identify existing and proposed access denial locations *(if applicable)*

PROPOSED INFORMATION
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc...
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

IMPROVEMENTS
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

UTILITIES
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

**** DO NOT SEAL MAP***

FIELD NOTES HEADING
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

GENERAL DESCRIPTION OR "PREAMBLE"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

PARENT TRACT DATA IS SHOWN
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

BEGINNING DESCRIPTION
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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: ENGINEER	COUNTY	
		1. Field Surveying
___	___	a. Primary Project Control – 3 to 5 miles spacing Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer. (1) Establish horizontal control points (2) Establish vertical control points NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960
___	___	b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans. • No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer. • The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds. • The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.) • The unadjusted vertical error should not exceed 0.03 foot per mile of traverse. (1) Project control base lines
___	___	(2) Photogrammetric ground control
___	___	(a) Establish horizontal control
___	___	(b) Establish vertical control points
___	___	(c) Place and maintain control point targets
___	___	c. Other Field Surveying (1) **The limit of the Design surveys shall be 1,500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically. (2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project. (3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer. (4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D). (5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
___	___	c. Other Field Surveying *(continued)*
		(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100 ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.
		(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.
		(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.
		(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
___	___	(10) Tie to existing underground and overhead utilities (location, elevation and direction) Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down. Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
___	___	(11) Additional Field Surveying as shown below: (a) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer. (b) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.
		(12) Driveways and Turnouts (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. (d) Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
___	___	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
___	___	(14) Soil core hole staking.
___	___	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
___	___	(16) Profiles of existing drainage facilities.
___	___	(17) Measurement of hydraulic opening under existing bridges.
___	___	(18) Obtain elevations of manholes and valves of utilities

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		c. Other Field Surveying *(continued)*
___	___	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
___	___	(20) Ties to existing bridges or culverts that may conflict with new construction.
___	___	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
___	___	(22) Inventory signs, mailboxes, and driveways
___	___	(23) Survey controlled data sheets per TxDOT guidelines.
___	___	2. Photogrammetric Products
		a. Uncontrolled Photography
		(1) Contact Prints
		(2) Mosaics
		(3) Digital ortho plots
		b. Mapping
		(1) Planimetric Maps
		(2) Contour Maps
		(3) Cross Sections
		(4) Profiles
		(5) Digital Terrain Models (DTM)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 7 - ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By: ENGINEER	COUNTY
___	___
___	___

1. Geometric Design
   a. Horizontal and Vertical Alignment
   b. Schematic Layout
      (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
      (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
      (3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
      (4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
      (5) The tentative ROW limits.
         (a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
         (b) Provide a graphics file containing the approved schematic.
      (6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
      (7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
      (8) The control of access lines if Interstate or designated under House Bill 179.
      (9) Direction of traffic flow on all roadways.
      (10) Location and width of median openings for highway without access control.
      (11) The geometric of speed change (acceleration, deceleration, climbing) lanes.

___ ___ 2. General Guidelines for Project Development
   a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
   b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
   c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
   d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
___	___	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
___	___	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
___	___	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
___	___	b. Typical Sections
___	___	c. Design Cross Sections
___	___	d. Determine Cut and Fill Quantities
___	___	e. Slope Stability Analysis
___	___	f. Embankment Foundation Stability Analysis
___	___	g. Embankment Settlement Analysis
		5. Pavement Design
___	___	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
___	___	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
___	___	(a) Along center line
___	___	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
___	___	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
___	___	d. Traffic Data for Pavement Design by STATE
___	___	e. Basic Design Criteria
___	___	f. Life Cycle Cost Analysis(es)
___	___	g. Cost Data .
___	___	h. Pavement Material Properties
___	___	i. Rehabilitation Investigations
___	___	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

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 Map
___	___	a. Hydrologic data/discharge determination for outfalls
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations and Drainage area maps showing existing conditions and proposed improvements.
___	___	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
___	___	(2) Storm water detention required outside the ROW (as per HCDD#1)
___	___	(3) Culverts
___	___	(4) Bridge waterways
___	___	(5) Channels
___	___	(6) Storm sewers/inlets
___	___	(7) Pump stations
___	___	(8) Storm Water Management facilities
___	___	(9) Other
		(a) Irrigation Canals/Siphons
___	___	b. Hydraulic report(s)
___	___	c. Federal Emergency Management Agency (FEMA) floodway requirements
___	___	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
___	___	(1) New culverts
___	___	(2) Culvert widening and/or lengthening
___	___	(3) Culvert replacements
		b. Storm sewers
___	___	(1) New storm sewers
___	___	(2) Modify existing storm sewers
___	___	(3) Inlets
___	___	(4) Manholes
___	___	(5) Trunk lines
		c. Pump stations
___	___	d. Subsurface drainage at retaining walls
___	___	e. Outfall channel(s) within the ROW
___	___	f. Outfall channel(s) outside the ROW
___	___	g. Detention Pond(s) within the ROW
___	___	h. Detention Pond(s) outside the ROW
___	___	i. Summary of Quantities
___	___	j. Storm Water Management facilities
___	___	4. Storm Water Pollution Prevention Plan (SW3P)
___	___	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

Services Provided By: ENGINEER	COUNTY	
___	___	1. Signing and Markings Layout a. Requirements (Separate Layout) (1) Roadway layout (2) Center line with station numbering (3) ROW lines (4) Culverts and other structures that present a hazard to traffic (5) Location of utilities, if not shown on plan and profile (6) Existing signs to remain, to be removed, to be relocated (7) Proposed signs (illustrated and numbered) (8) Existing overhead sign bridges to remain, to be revised, removed or relocated (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation (12) Quantities of existing pavement markings to be removed (13) Proposed delineators and object markers b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) (5) Tentative ROW limits (6) Direction of traffic flow on all roadways (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
___	___	2. Summary of Small Signs Tabulation
___	___	3. Summary of Large Signs Tabulation including all Guide Signs
___	___	4. Sign Detail Sheets a. All signs except route markers b. Design details for large guide signs c. Dimensions of letters, shields, borders, corner radii etc. d. Designation of shields attached to guide signs e. Designation of arrow used on exit direction signs

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
___	___	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
___	___	(2) Photographs as appropriate
___	___	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
___	___	(a) Existing
___	___	(b) Estimated
___	___	(c) Projected
___	___	(d) Pedestrian
___	___	(5) Traffic Survey - Count Analysis
___	___	(6) Recommendation based on above data
		b. Layout
___	___	(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals *(continued)*
___	___	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
___	___	(a) Confirm power source
___	___	(b) Discuss route of aerial or underground interconnect cable (when applicable)
___	___	(c) Adjustment of overhead utility lines
___	___	(2) Prepare governing specifications and special provisions list
___	___	(3) Prepare project estimate
___	___	d. Summary of Quantities

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 10 - MISCELLANEOUS (ROADWAY)
(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls
		a. Structural Details
___	___	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
___	___	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
___	___	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
___	___	(1) Mechanically Stabilized Earth
___	___	(2) Concrete Block Wall Systems
___	___	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
___	___	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
___	___	e. Foundation Studies (Show cost estimate with Function Code 110)
___	___	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
___	___	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
___	___	g. Estimate
___	___	h. Summary of Quantities
___	___	i. Typical X-section.
___	___	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
___	___	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
___	___	a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
___	___	b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		3. Illumination *(continued)*
___	___	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
___	___	a. Erosion Control
___	___	b. Landscape Development
___	___	5. Compute and Tabulate Quantities
___	___	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
___	___	(a) New O.S.B. structure(s)
___	___	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
___	___	(2) High Mast Illumination Poles (HMIP)
___	___	(3) Traffic Signal Supports
___	___	(4) Conventional Illumination Poles
___	___	(5) Sound Barrier Walls
___	___	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
___	___	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
___	___	a. Utility Agreements
___	___	b. Exhibits for Utility Agreements
___	___	c. Railroad Agreements
		d. Railroad Exhibits
___	___	(1) Railroad Underpasses
___	___	(2) Railroad Overpasses
___	___	(3) Railroad Grade Crossing (Replanking)
___	___	(4) Railroad Grade Crossing Warning Systems (Signals)
___	___	(5) Other Miscellaneous Sketches for Railroads
___	___	e. Traffic Signal Agreements
___	___	f. Exhibits for Traffic Signal Agreements
___	___	9. Estimate
___	___	10. Specifications and General Notes

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 11 - BRIDGE DESIGN
(Function Code 170)

Services Provided By: ENGINEER	COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
___	___	(1) Underpass(es)	
___	___	(2) Overpass(es)	
___	___	(3) Main Lanes	_____
___	___	(4) Direct Connector(s)	_____
___	___	(5) Ramp Bridge(s)	_____
___	___	(6) Waterway Structure(s)**	_____
___	___	(7) Pedestrian Structure(s)	_____
___	___	(8) Utility Structure(s)	_____
___	___	(9) Railroad Underpass(es)	_____
___	___	(10) Railroad Overpass(es)	_____
___	___	(11) Bridge Classification Culvert(s)**	_____
___	___	(11) Alternate Structural Designs	_____
___	___	(12) Alternate Foundation Design	_____
		Total New Structures =	
		b. Existing Structure(s)	_____
___	___	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
___	___	(2) Bridge Replacement	_____
___	___	(3) Raising Bridge Elevation	_____
___	___	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____
			_____
___	___	(5) Railroad Overpass(es)	_____
___	___	(6) Railroad Underpass(es)	_____
		Total Existing Structures =	_____

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
___	___	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and super elevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

Services Provided By: ENGINEER	COUNTY	
___	___	2. Preparation of Bridge Layouts (each bridge) *(continued)* c. Additional layout requirements for waterway structures and bridge classification culverts. (1) Design and 100-year peak discharges. (2) Design and 100-year high water (HW) (Recorded HW and date if available) (3) Natural and through-bridge velocities for design and 100-year floods. (4) Calculated backwater for design and 100-year floods. (5) Direction of flow for waterway crossings. (6) Contours for water crossing.
___	___	3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
___	___	4. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
___	___	5. Bridge Total Quantities and Cost Estimates (each bridge)
___	___	6. Bridge Special Provisions and Specifications (each bridge)
___	___	7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
___	___	8. General Guidelines for Bridge Design a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.** Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following: • TxDOT Design Division, when applicable: - Railroad Companies - FHWA - U.S. Army Corps of Engineers - U.S. Coast Guard - Bureau of Reclamation - Texas Parks and Wildlife - Others Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this. b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design. c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services Provided By:
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

___ ___ **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Miscellaneous Technical Activities:

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.
9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

CONSTRUCTION MATERIAL TESTING:

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. XX PARCELS, XX EASEMENTS AND XX RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	COUNTY	
		1) PROJECT ADMINISTRATION
___	___	a) Negotiation of Scope of Services for Work Authorization i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
___	___	b) Project Presence at L&G Consultant Office Headquarters i) Full Project Office (1) No Joint Use of COUNTY or TxDOT facilities (2) Open during normal COUNTY and State work hours (3) Personnel available to answer questions (4) Availability of Project Files (5) At least one office staff member is required to be a current commissioned notary public.
___	___	c) Overhead Costs i) Administrative costs
___	___	d) Communication i) Provide monthly progress reports with invoice. ii) Participate in project review meetings as determined by the COUNTY. iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
___	___	e) File Management i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary. ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation. iii) Maintain records of all payments including check number, amount, and date paid, etc. iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference. v) Maintain copies of all correspondence and contacts with property owners.
		2) TITLE SERVICES
___	___	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
___	___	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
___	___	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		3) APPRAISAL
___	___	a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
___	___	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.
___	___	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
___	___	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
___	___	e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
___	___	f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
___	___	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.
___	___	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT.
___	___	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
___	___	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		4) APPRAISAL REVIEW
___	___	a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
___	___	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
___	___	c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

Services Provided By: ENGINEER	COUNTY	
___	___	d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		5) APPRAISAL UPDATES
___	___	a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
___	___	b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.
___	___	c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/COUNTY.
___	___	d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
___	___	e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
		6) NEGOTIATION, TASKS AND FEES
___	___	a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
___	___	b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
___	___	c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.
___	___	d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
___	___	e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
___	___	f) Respond to property owner inquiries verbally and in writing within two business days.
___	___	g) Prepare a separate negotiator contact report for each parcel per contact.

Services Provided By: ENGINEER	COUNTY	
___	___	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
___	___	i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.
___	___	j) Prepare final offer letter, documents of conveyance as necessary.
___	___	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
___	___	l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
___	___	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
___	___	n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on Page 37 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
___	___	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
___	___	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
___	___	c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
		8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).
___	___	a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
___	___	b) L&G will provide advisory services to business displacements and relocate them effectively.
___	___	c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
___	___	a) Pre-Hearing Support i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

Services Provided By: ENGINEER	COUNTY	
		iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.
		v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
		vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.
		vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.
		viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
		ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
		x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.
		xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
		xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
		xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.
		xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
		xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
		xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.
___	___	b) Post Hearing Support (by COUNTY Attorney)
		i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.
		ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
		iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
		iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

___ ___ a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

___ ___ b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

___ ___ c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

___ ___ d) Confirmation of Property Interests
i) Request Documents.
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

___ ___ e) Coordination of Agreements
i) Identify utilities that are compensable.
ii) Determine parties and agreements necessary to complete compensable process.
iii) Coordinate execution and processing of Standard Utility Agreements.

___ ___ f) Utility Meetings throughout project development
i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
ii) Attend and participate in meetings by other parties.

11) PAYMENT SCHEDULE

___ ___

a) Project Administration
   i) Payment and Milestones
      (a) Full Project Office
         (1) Lump Sum Basis (assume 1 year project presence)
         (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
         (3) Remainder paid out in equal monthly installments of 15% starting the following month.
         (4) Monthly billing to COUNTY OF HIDALGO will be required.

b) Title Services
   ii) Payment
      (a) Per Parcel basis.
   iii) Milestones
      (a) 100% upon securing initial title commitment.

c) Appraisal Services
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 100% paid upon delivery of complete and acceptable appraisal report

d) Appraisal Review
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 100% upon submission of ROW-A-10

e) Appraisal Update
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 100% upon delivery of complete and acceptable appraisal update.

f) Negotiation, Task, and Fees
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 80% upon presentation of initial offer.
      (b) 20% upon successful negotiation and all instruments are recorded.

g) Closing Service Fees
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 100% upon recordation of instrument of conveyance.

h) Relocation Assistance
   i) Payment
      (a) Per Relocation
   ii) Milestones
      (a) 100% upon issuance of 90-day vacancy letter.

i) Compensable Utilities
   i) Payment
      (a) By percent complete

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

APPENDIX C - GENERAL PLAN CHECKLIST

Title Sheet
Project Layout
Sequence of Work
Detour Layouts & Profiles
Construction Pavement Markings
Signing & Barricades
Construction Sign & Beacons
Typical Sections
Shaping & Finishing Sections
Slopes Adjacent to Shoulders
Estimate & Quantities
General Notes & Specification Data
Grading Summary
Miscellaneous Summaries (See following "SUMMARIES" heading)
Horizontal Curve Data & Alignment Layouts
Drainage Summaries
Structure Summaries
Erosion Control Summary & Details
Plan/Profile Sheets
Erosion Control Summary & Details
Pavement Contours
Superelevation Transition (If Required)
Grading Contours
Guard Fence Layouts
Storm Water Pollution Prevention Plans (SW3P)
Drainage Area Maps
Hydraulic Data
Drainage Sheets
Bridge Hydrology Sheets
Inlet & Manhole Details
Utility Support Details
Culvert Cross Sections & Details
Special Culvert Designs
Special Drainage Details
Chain Link Fence Locations
Ramp Details Sheet
Removal Item Sheet - Including detours
(Shown in detour summary, No payment for removal; subsidiary to construction detours)
Pavement Details
Pavement Standard Modification for Concrete Shoulder
Concrete Pavement Continuously Reinforced (CPCR)
Concrete Pavement Contraction Design (CPCD)
Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
Bridge Approach Slab Details
Vehicle Attenuator Details
Miscellaneous Details
Wheelchair Ramps
Pavement Marking Details
Modified Standards
List of Standards
Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Permanent Lighting Plans, Quantities & Standards
Bridge Layout(s)
Bridge Details
Retaining Wall Layout(s)
Retaining Wall Details
Pumphouse Details
Underdrain Details (Retaining Walls)
Culvert Standards
Soil Profile
Temporary Traffic Signals
Design Cross Sections
Estimate
List of Standard Specification, Special Provisions & Special Specifications
Detour Special Provisions (If Required)
Construction Time Estimate
Critical Path Method (CPM)
Unit Price Documentation

Miscellaneous

Conduit Requirements
Traffic signal Requirements

Summaries

Salvaging and Placing Topsoil
Prepare ROW
Remove Old Structures
Scarify Existing Pavement
Remove Old Concrete Curb of Curb and Gutter (C&G)
Remove Old Concrete Pavement
Remove Old Concrete Riprap
Remove Metal Beam Guard Fence
Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
Temporary Guard Fence (TEMPGF)
Summary of Concrete Flumes
Curbs
Adjust Manholes & Inlets
Underdrains
Base and Pavement
Large Structure
Concrete Riprap (RR8 & RR9)
Temporary Portable Concrete Barrier (PCBR)
Concrete Traffic Barrier
Vehicle Attenuator
Guard Rail Energy Absorbing Terminal (Great System)
Pavement Markings & Blast Cleaning (Thermoplastic)
Retaining Walls
Large Structure Summaries
Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Summaries

Earthwork (Roadway & Channel) & Channel Details
Culverts
Detours
Seeding or Mulch Sod - Quantity Only
Inlet & Manholes
Sidewalks
Construction Pavement Markings
Driveways
Concrete Median
Storm Sewers
Head Walls & Safety End Treatments
Curb Openings
Manholes
Chain Link Fence, Remove & Replace Chain Link Fence
Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

Client: Hidalgo County Precinct #2

PROJECT DEVELOPMENT SCHEDULE
Cesar Chavez Road
From Business 83 To Nolana Loop
Length = 2.80 miles

TASK AND DESCRIPTION	FIRM	2015				2016												2017												2018												2019				2020			
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Phase I: EA, Public Involvement, Schematic																																																
Public Involvement																																																	
Develop Alternatives & Matrix	L&G																																															
Advertise & Conduct Public Meeting	L&G																																															
Select TPA	L&G																																															
Schematic																																																
Design Survey	L&G																																															
Develop Schematic	L&G																																															
Hydrologic Map	L&G																																															
TxDOT Review & Revisions	TxDOT																																															
TxDOT Schematic Approval	TxDOT																																															
Environmental Document																																																
Draft Environmental Document, Field Visits, etc...	L&G																																															
Submit Final Draft Document	L&G																																															
Agency Review & Revisions	TxDOT																																															
Environmental Decision	TxDOT																																															
Phase II: PS&E, ROW Map & Acquisition																																																
PS&E																																																
Compensable Utility Oversight	L&G																																																
Outfall Coordination with HCDD #1	L&G																																																
30% PS&E Completion	L&G																																															
60% PS&E Completion	L&G																																															
90% PS&E Completion	L&G																																															
95% PS&E Completion	L&G																																															
100% Mylars	L&G																																															
TxDOT Plan Set Approval	TxDOT																																															
ROW Map																																																
Prepare ROW Map	L&G																																															
TXDOT Review & Revisions	TxDOT																																															
TxDOT ROW Map Approval	TxDOT																																															
ROW Acquisition (Est. 77 Parcels)																																																
ROW Release (Dependent on Availability of Funds)	TxDOT																																															
Project Administration	L&G																																																
Coordination with County & TxDOT	L&G																																															
Title Commitments	L&G																																															
Appraisal Reports	L&G																																															
Appraisal Review Reports	L&G																																															
Appraisal Update Reports	L&G																																															
Approved Values by TxDOT	TxDOT																																															
Acquisition Negotiation Offers	L&G																																															
Title Curative Process	L&G																																															
Title Commitment Updates	L&G																																															
Payments for Parcels	L&G																																															
L&G Condemnation Support Process	L&G																																															
Eminent Domain Proceedings by County	County																																															
Title Insurance Policies	L&G																																															
Consumation of Outstanding Cases	L&G																																															
Phase III: Construction																																																
Let Project (Est. Earliest Date: Nov 2018)	TxDOT																																															
Construction Duration	L&G																																															
Open To Traffic	TxDOT																																															

EST 18 MONTHS CONSTRUCTION

L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION
HIDALGO COUNTY FUNCTION

11:45 AM8/26/2015

EXHIBIT "D"
CONTRACT RATES

L & G Engineering
Transportation Consulting Engineers

Audited Overhead Rate FY 2014

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 15
Principal	$ -	$ -
Senior Project Manager	$ 70.00	$ 211.40
Engineer (V) - Senior Engineer	$ 58.00	$ 175.16
Senior Environmental Planner/Specialist	$ 49.00	$ 147.98
Engineer (III) - Project Engineer	$ 43.00	$ 129.86
Engineering Lab Manager	$ 34.00	$ 102.68
Senior Engineer Tech / Geotechnical Engineer	$ 32.00	$ 96.64
Environmental Planner/Specialist (II)	$ 30.00	$ 90.60
Project Inspector (V)	$ 28.00	$ 84.56
Record Keeper	$ 27.00	$ 81.54
Environmental Planner/Specialist (I)	$ 26.00	$ 78.52
Project Inspector (I)	$ 22.00	$ 66.44
CADD Operator / GIS Analyst	$ 22.00	$ 66.44
Admin/Clerical	$ 20.00	$ 60.40
Soil & AggregateTechnician	$ 17.00	$ 51.34
Concrete Technician	$ 17.00	$ 51.34
Asphalt Technician	$ 17.00	$ 51.34
Negotiated Overhead Rate: **169.26%** Negotiated Profit Rate: **12.00%** Multiplier: **3.02**	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	$0.56/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	

EXHIBIT "D"
CONTRACT RATES

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)	$.56/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.

EXHIBIT "D"
CONTRACT RATES

***(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)**

EXHIBIT "D"
CONTRACT RATES

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..... .56/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)**

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**.

SAMPLE

EXHIBIT "E"

Sample Work Authorization

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, 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 _____ 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

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 _____, 2015.

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): 07/16/2015

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:	
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	20508
INSURED L&G Consulting Engineers, Inc. dba L&G Engineering 2100 W. Expressway 83 Mercedes TX 78570	INSURER B : Continental Casualty Insurance Co.	20443
	INSURER C : Gemini Insurance Co.	10833
	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 X PRO-JECT LOC			5095025836	07/19/2015	07/19/2016	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	07/19/2015	07/19/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6016425631	07/23/2015	07/23/2016	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-00195-01	07/19/2015	07/19/2016	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)

HIdalgo County is automatically included as additional insured on the General Liability & Automobile policies and provided with blanket waiver of subrogation in their favor on General Liability, Automobile & Workers Compensation as required by written contract.

CERTIFICATE HOLDER

Hidalgo County
2802 S Business Hwy 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): 7/10/2015

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.

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

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:	

INSURED
L&G CONSULTING ENGINEERS, INC
DBA L&G ENGINEERING
2100 W EXPRESSWAY 83
MERCEDES, TX 78570

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS	Y	Y	605850941	07/19/2015	07/19/2016	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (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

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 "E"
Work Authorization

HIDALGO COUNTY
Professional Engineering Services
Contract # C-XX-XXX-XX-XX
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 the Environmental Assessment, Public Involvement, Schematic Design and Design Survey for Phase I of the Cesar Chavez Road Project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$1,151,217.08.** 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)**

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.

EXHIBIT "E"
Work Authorization

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hidalgo County Precinct No. 2,** Commissioner Eduardo "Eddie" 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"
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 improvements to Cesar Chavez Road located within the City of Pharr, and within the limits of Business 83 and E. Nolana Loop 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: Environmental Assessment, Public Involvement, Schematic Design & Design Survey for the Cesar Chavez Road Project

LENGTH: 3.04 Miles

HIGHWAY: Cesar Chavez Road Project

LIMITS: From Business 83 to E. Nolana Loop

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 2 - 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
YES	NO	3.	Traffic Evaluations and Projections
YES	NO	4.	Develop Roadway Design Criteria
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic (See Section 6, page 6-1 for schematic layout requirements)
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
NO	N/A		a. Pavement (See Section 6, pages 6-3 thru 6-4 for requirements)
N/A	N/A		b. Retaining Walls (See Section 9, page 9-1 thru 9-2 for requirements)
NO	N/A		c. Miscellaneous Structures (See Section 9, page 9-4 for requirements)
N/A	N/A		d. Bridges (See Section 10, page 10-3 for requirements)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 3
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
N/A	N/A	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	NO	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
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.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		4. Noise and Air Quality Analyses
YES	NO	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
YES	NO	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the 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.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

SECTION 5 - 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 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
- The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
- The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
- The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

(1) Project control base lines

NO (2) Photogrammetric ground control
NO (a) Establish horizontal control
NO (b) Establish vertical control points
NO (c) Place and maintain control point targets

YES NO c. Other Field Surveying
(1) **The limit of the Design surveys shall be 1,500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x,y,z for each Benchmak. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide 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.
(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

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.

(B) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.

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)

NO 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

N/A N/A (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 N/A (21) Inventory signs, mailboxes, and driveways

YES N/A (22) Survey controlled data sheets per TxDOT guidelines.

YES N/A (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 N/A (24) Coordinate with the Engineer to set the existing centerline stationing.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

Services Provided By: SURVEYOR	County	
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)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

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.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 6 - 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) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
YES	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. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

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. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
N/A	N/A	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
NO	N/A	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
NO	N/A	b. Typical Sections
NO	N/A	c. Design Cross Sections
NO	N/A	d. Determine Cut and Fill Quantities
N/A	N/A	e. Slope Stability Analysis
N/A	N/A	f. Embankment Foundation Stability Analysis
N/A	N/A	g. Embankment Settlement Analysis
		5. Pavement Design
NO	N/A	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
NO	N/A	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
NO	N/A	(a) Along center line
NO	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)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
NO	N/A	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	N/A	d. Traffic Data for Pavement Design by STATE
NO	N/A	e. Basic Design Criteria
NO	N/A	f. Life Cycle Cost Analysis(es)
NO	N/A	g. Cost Data
NO	N/A	h. Pavement Material Properties
NO	N/A	i. Rehabilitation Investigations
NO	N/A	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

Client: Hidalgo County Precinct #2

PROJECT DEVELOPMENT SCHEDULE
Cesar Chavez Road
From Business 83 To Nolana Loop
Length = 2.80 miles

TASK AND DESCRIPTION	FIRM	2015				2016												2017												2018												2019				2020			
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
(WA #1) Phase I: EA, Public Involvement, Schem																																																	
Public Involvement																																																	
Develop Alternatives & Matrix	L&G																																																
Advertise & Conduct Public Meeting	L&G																																																
Select TPA	L&G																																																
Schematic																																																	
Design Survey	L&G																																																
Develop Schematic	L&G																																																
Hydrologic Map	L&G																																																
TxDOT Review & Revisions	TxDOT																																																
TxDOT Schematic Approval	TxDOT																																																
Environmental Document																																																	
Draft Environmental Document, Field Visits, etc...	L&G																																																
Submit Final Draft Document	L&G																																																
Agency Review & Revisions	TxDOT																																																
Environmental Decision	TxDOT																																																
Phase II: PS&E, ROW Map & Acquisition																																																	
PS&E																																																	
Compensable Utility Oversight	L&G																																																
Outfall Coordination with HCDD #1	L&G																																																
30% PS&E Completion	L&G																																																
60% PS&E Completion	L&G																																																
90% PS&E Completion	L&G																																																
95% PS&E Completion	L&G																																																
100% Mylars	L&G																																																
TxDOT Plan Set Approval	TxDOT																																																
ROW Map																																																	
Prepare ROW Map	L&G																																																
TXDOT Review & Revisions	TxDOT																																																
TxDOT ROW Map Approval	TxDOT																																																
ROW Acquisition (Est. 77 Parcels)																																																	
ROW Release (Dependent on Availability of Funds)	TxDOT																																																
Project Administration	L&G																																																
Coordination with County & TxDOT	L&G																																																
Title Commitments	L&G																																																
Appraisal Reports	L&G																																																
Appraisal Review Reports	L&G																																																
Appraisal Update Reports	L&G																																																
Approved Values by TxDOT	TxDOT																																																
Acquisition Negotiation Offers	L&G																																																
Title Curative Process	L&G																																																
Title Commitment Updates	L&G																																																
Payments for Parcels	L&G																																																
L&G Condemnation Support Process	L&G																																																
Eminent Domain Proceedings by County	County																																																
Title Insurance Policies	L&G																																																
Consumation of Outstanding Cases	L&G																																																
Phase III: Construction																																																	
Let Project (Est. Earliest Date: Nov 2018)	TxDOT																																																
Construction Duration	L&G																																																
Open To Traffic	TxDOT																																																

EST 18 MONTHS CONSTRUCTION

L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION
HIDALGO COUNTY FUNCTION

12:06 PM8/26/2015

Exhibit "C"
Preliminary Work Schedule

QUINTANILLA, HEADLEY & ASSOCIATES
124 East Stubbs Street, Edinburg Texas 78539
TEL: 956-381-6480 FAX: 956-381-0527

PROJECT:

Cesar Chavez from Business 83 to Nolana Loop
Design Survey & ROW Mapping

	TASK	2015 September 7	14	21	28	October 5	12	19	26	November 2	9	16	23	30	December 7	14	21	28	2016 January 4	11	18	25
1	Establish Benchmarks, Sketch Field Ties GPS, Process, Add to H&V Control Book and Provide H&V Control Sheets					■	■	■														
2	Topographic & Cross Sections, Visible Utilities, Misc. Survey Work, Irrigation Details Sketches & CADD							■	■	■	■											
3	Tie Underground & Conflicting Marked Utilities, Misc. Survey Work, Irrigation Details Sketches & CADD											■	■	■								
4	Delivery & Client Review - Stake Baseline/Centerline														■	■						

EXHIBIT D
WA#1 ~ FEE PROPOSAL

Cesar Chavez Road Project
HIDALGO COUNTY PRECINCT #2

		MANHOURS								
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Senior Environmental Scientist/Specialist	Admin / Clerical	L&G TOTAL HOURS	Sub-Contract Amounts	Total Line Item Cost
	TASK									
	WA #1 - Cesar Chavez Enviornmental Assessement, Public Involvement, Schematic Design & Survey									
1	Environmental Document for TxDOT/FHWA	8				1002	412	1422		$ 174,851.96
2	Public Involvement for the Project with Stakeholders and 1 Public Meeting	26	95	138			26	285		$ 41,627.68
3	Archeological and Historical Research					374	160	534		$ 65,008.52
4	Engineering Technical Support at Public Meetings with Layouts, Etc.	40	100	130	128		20	418		$ 56,431.72
5	Schematic for Roadway (TxDOT/FHWA)	80	500	604	437			1621		$ 225,159.12
6	Hydrological Map for Outfall Drain Ditch (HCDD#1)	40	200	223	192			655		$ 91,001.66
7	Schematic Design for Outfall (New Location)	45	84	121	99			349		$ 49,506.86
8	HCMPO/TxDOT Coordination for TxDOT Project Review Under New Programming Authority	85	300	50			50	485		$ 80,030.00
9	Office Surveys for Schematic (Prel. Ownership Identificationa and Property Rights)	50	100	120	87		82	439		$ 57,029.68
10	Preliminary Compensable Utilities Identification on Schematic	40	100	134	110			384		$ 54,003.64
11	Update Schematic Based on Comments as Provided by TxDOT/FHWA	48	110	145	101			404		$ 58,005.14
12	Engineering Tehnical Support at Public Hearing with Layouts, Etc.	10	40	64	30		36	180		$ 22,505.04
13	Public Involvement for 1 Public Hearing	23	51	192			48	314		$ 41,627.68
14	Coordination with Surveyor to Ensure Adequate Information for Deliverable	6	6	7				19		$ 3,228.38
14a	SUB: Field Surveys for Design and Construction								$ 131,200.00	$ 131,200.00
	Subtotal Hours	**501**	**1686**	**1928**	**1184**	**1376**	**834**	**7509**		
	Hourly Base Rate	$ 70.00	$ 58.00	$ 43.00	$ 30.00	$ 49.00	$ 20.00			
	FY 15 Contract Hourly Rate w/ OH Mult. (178.12%) & Fixed Fee (12.00%)	$ 211.40	$ 175.16	$ 129.86	$ 96.64	$ 147.98	$ 60.40			
	Total Labor Costs	**$ 105,911.40**	**$ 295,319.76**	**$ 250,370.08**	**$ 114,421.76**	**$ 203,620.48**	**$ 50,373.60**	**$ 1,020,017.08**	**$131,200.00**	**$1,151,217.08**

Project Team Cost Proposals - Sub Consultants
Quintanilla, Headley & Associates, Inc.

Cost Proposal
$131,200.00 (See detailed break-down of fee on page 2 of 2)

Total Project Fee (Work Authorization #1): $1,151,217.08

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

August 24, 2015

Mr. Robert Macheska, P.E., CFM
Project Manager
L&G Engineering, Inc.
900 S. Stewart Road, Ste. 9
Mission, Texas 78572

Re: Cesar Chavez Road

Limits: Business 83 to Nolana Loop including Outfalls "A", "B" and "C"

Dear Mr. Macheska:

I am pleased to submit this proposal to provide the professional services for the Construction surveys for this project.

Function Code 150: $ 131,200.00

Please review this proposal and should you have any questions, please feel free to give me a call at 956-381-6480.

Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.
President

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Contract for Cesar Chavez Rd Project

From : Steve Crain <scrain@atlashall.com> Thu, Aug 27, 2015 03:58 PM
Subject : RE: Contract for Cesar Chavez Rd Project
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is OK.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, August 27, 2015 3:11 PM
To: Steve Crain
Subject: Fwd: Contract for Cesar Chavez Rd Project

Mr. Crain:

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: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Armando Garza" <armando.garzajr@co.hidalgo.tx.us>, "Eduardo Cantu" <eduardo.cantu@co.hidalgo.tx.us>
Sent: Thursday, August 27, 2015 2:21:27 PM
Subject: Contract for Cesar Chavez Rd Project

AI-51134 **Purchasing Department** **22. D. 2.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Erika Zamora, COMM. PCT. #2

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Change Order #1 [with an additional cost of $94K] submitted through Raul Sesin, PE to construction contract C-15-209-07-21 between Hidalgo County Precinct No. 2 and Texas Cordia Construction, LLC for: Sioux Road Improvements amending the an addition [from I Road to 3,500 feet East of Raul Longoria Road] with authority to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

PO#729553 as per Pct. #2

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Pct. #2 indicates that a Purchase Order Increase for the amount of the Change Order #1 will be submitted.

Attachments

po

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/28/2015 03:06 PM
Budget & Management	Veronica Ortiz	08/28/2015 04:22 PM
Manuel Chapa	Monica Badillo	08/28/2015 04:25 PM

Purchasing Department	Marty Salazar	08/28/2015 05:00 PM
Manuel Chapa	Manuel Chapa	08/28/2015 05:01 PM
Auditor's Office	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Moises Salazar Started On: 08/28/2015 01:14 PM

Final Approval Date: 08/28/2015

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Precinct 2- CO2014
Contact Name: Erika Zamora
Telephone # (956)787-1891

Purchase Order Number: **729553**
Increase # 1 for this Purchase Order
Procurement Method:

- ❑ Contract # C-15-209-07-21
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 404322
Vendor Name: Texas Cordia Construction
Address: 3149-A Center Pointe Dr
Edinburg, TX 78539

Increase Purchase Order for the following items:

Quantity	UOM	Description	NIGP	Unit Price	Amount
		Amount of Original Purchase Order			$ 378,587.00
1		Hidalgo County Pct 2 Sioux Rd Improvements (From I Road to 3,500 Feet East of Raul Longoria Rd) Increase #1 Change Order No. 1 Approved By CC 9/1/15	91327		
		Amount of Increase Request	91327		$ 94,000.00
		TOTAL AMOUNT			$ 472,587.00

Account Number: **5-1345-431-00-122-106-0-841**

Liquidated: 0
Available: 378,587.00

Reason: **Increase No. 1 to fund approval of Change Order No. 1 approved by CC 9/1/15 (AI#51134)**

Authorization: Erika Zamora — Department Head — Date: 8/20/15

Reviewed by: _____ — Purchasing Department — Date

Approved By: _____ — Purchasing Agent — Date

Approved By: _____ — Hidalgo County Auditor — Date

AI-50996 **Purchasing Department** **22. E. 1.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Gabriel Navarro, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to Texas Local Government Code, 263.151, discussion and approval to declare as "surplus" as detailed in Exhibit "A" including to establish the sell price at current book value.

B. Acceptance and approval by Hidalgo County Commissioners Court evidenced by an "ORDER" authorizing the sale of certain personal property (as described in attachments herein) to Hidalgo County Drainage District No. 1 for the amount approved as the Current Book Value.

C. Requesting authority to remove said assets listed on Exhibit "A" (attached hereto) from the Hidalgo County inventory list after finalizing the sale of equipment to Drainage District #1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact to be indentified through DBM. However, the result should be revenue to the county.

Attachments

263.151-152

email

order

purchasing valuations

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Gabriel Navarro Started On: 08/20/2015 09:29 AM

Final Approval Date: 08/28/2015

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(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 to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, Sec. 2; Acts 2003, 78th Leg., ch. 345, Sec. 3.

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; Acts 1991, 72nd Leg., ch. 416, Sec. 3, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237, Sec. 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 746, Sec. 5, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 254, Sec. 1, eff. May 28, 1999; Acts 2003, 78th Leg., ch. 43, Sec. 1, 2, eff. May 15, 2003; Acts 2003, 78th Leg., ch. 345, Sec. 1, 3, eff. June 18, 2003. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1233, Sec. 2, eff. June 15, 2007.

Acts 2009, 81st Leg., R.S., Ch. 931, Sec. 1, eff. September 1, 2009.

From: "Lora Briones" <lora.briones@hcdd1.org>
To: "Rey Salazar" <rey.salazar@co.hidalgo.tx.us>
Cc: "Raul Sesin" <raul.sesin@hcdd1.org>, "norma ceballos" <norma.ceballos@co.hidalgo.tx.us.com>
Sent: Monday, August 31, 2015 4:46:44 PM
Subject: Re: Sale of Equipment

Rey,

Raul has confirmed the negotiated price for the equipment from Precinct #3 to be $191,923.02, which is the current book value of the equipment.

I will see you at cc tomorrow, have a nice evening.

Respectfully,

Lora Briones
Financial Officer
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5803
Fax:(956)292-7089
lora.briones@hcdd1.org

ORDER NO. _____

AN ORDER OF THE COUNTY OF HIDALGO AUTHORIZING THE SALE OF THE EQUIPMENT TO THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND APPROVING OTHER MATTERS INCIDENT THERETO.

WHEREAS, THE COUNTY OF HIDALGO (the "County") and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (the "District") have previously entered into various inter-local agreements for the purpose of undertaking joint improvement to and maintenance of the County's storm drainage facilities; and

WHEREAS, the County desires to sell certain equipment and machinery which is listed in Exhibit "A" attached hereto to the District for its use in further improving and maintaining the County's storm drainage facilities in the District; NOW THEREFORE,

BE IT RESOLVED:

ARTICLE I

APPROVAL; DESCRIPTION; PURCHASE PRICE; OTHER TERMS

1.1. Approval. The sell of the equipment is hereby approved.

1.2 Description. The equipment is described in Exhibit "A" attached hereto.

1.3 Amount, Purpose, and Authorization. The purchase price for the Equipment is the amount of ONE HUNDRED NINETY ONE THOUSAND NINE HUNDRED TWENTY-THREE AND 02/100 DOLLARS ($191,923.02) payable in cash upon delivery.

1.4 Purchase Rights. The District shall be entitled to full title and all ownership interests in the Equipment.

1.5 Consummation of Purchase. At closing or delivery, the County shall deliver to District such deeds, titles, termination statements, bills of sale and other documents and instruments as District shall reasonably require to evidence the transfer of all right, title and interest of the County in such Equipment to District free and clear of all liens and encumbrances created by or arising, directly or indirectly, through the County.

ARTICLE II

COVENANTS OF THE DISTRICT

2.1 Use of Equipment. The District shall use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations, including the tax exempt Treasury Regulations and will not dispose of the Equipment without issuance of an opinion by the District's bond counsel to the effect that the disposition will not affect the District's or the County's designation of its debt obligations a tax-exempt.

2.2. Warranties. Except for representations, warranties and service contracts relating to the Equipment made or entered into by the manufacturers or suppliers of the Equipment, all of which are hereby assigned to the District, the County has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the title, merchantability, condition, quality or fitness of the Equipment described in Schedule for any particular purpose or the conformity of the Equipment to specifications or purchase order, its design, delivery, installation or operation. All claims or actions on any warranty so assigned to the County shall be made or prosecuted by the District, at is sole expense.

2.3. Inspection, Acceptance and Written Notice of Defects. Immediately, or as soon as practicable to provide time for testing, upon receipt and installation of the Equipment, the District shall inspect the Equipment. Unless the District gives the County written notice of each defect or other proper objection to the Equipment before the execution of the Acceptance Certificate, it shall be conclusively presumed, as between the County and the District, that the District has fully inspected and acknowledged that the Equipment is in good condition and repair, has been properly installed and is performing satisfactorily, and that the District is satisfied with and has accepted the Equipment in such good condition and repair.

ARTICLE III

MISCELLANEOUS

3.1. Further Proceedings. The County Judge and other appropriate officials of the County are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Agreement.

3.2. Severability. If any section, paragraph, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Agreement.

3.3. Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court at

which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public at the official meeting place of the County for the time required by law preceding this meeting, as required by the Texas Open Meetings Law, Chapter 551, Texas Government Code, as amended, and that this meeting was open to the public as required by law at all times during which this Order and the subject matter thereof were discussed, considered and formally acted upon. The Commissioners Court further ratifies, approves and confirms such written notice and the contents and posting thereof.

3.4. Repealer. All orders and resolutions or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency

PASSED AND APPROVED ON _____.

COUNTY OF HIDALGO, TEXAS

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Exhibit A
Equipment Description

HIDALGO COUNTY PURCHASING DEPARTMENT FIXED ASSET DIVISION
PCT. 3 DRAINAGE EQUIPMENT FAIR MARKET VALUE

Heavy Equipment	Co. Asset Tag #	Hist. Cost	As of 08/31/15 Current Book Value	Google Search **Based on Machine Hrs MACHINERY TRADER.COM	Google Search **Based on Machine Hrs CONSTRUCTION EQUIPMENT GUIDE.COM	Company Quotes **Estimated Value DOGGETT JOHN DEERE
2009 JOHN DEER EXCAVATOR 200D	48906	202,888.52	81,155.41	118,000.00	125,000.00	75,000.00
BOOM W/ARM CYCL & PLUMBING 200D	49059	24,840.31	3,548.62	-	-	22,500.00
ARM W/BUCKET CYL & LINKAGE 200D	49060	14,206.62	2,029.52	-	-	-
BUCKET 48" HD 200D	49061	7,418.07	1,059.72	-	-	-
2009 JOHN DEERE DOZER 750J	48907	260,324.38	104,129.75	144,800.00	125,000.00	70,000.00
Total		**509,677.90**	**191,923.02**	**262,800.00**	**250,000.00**	**167,500.00**

Comparing the values between each company and the Book Values we can safely set the fair market for the aforementioned items at $ 262,800.00

Total FMV for Pct 3 Equipment **$ 262,800.00**

8/31/2015

AI-51081 **Purchasing Department** **22. E. 2.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Supplemental Agreement No. 1 (Article 8) of current contract [C-13-305-10-07] with L&G Consulting Engineers, Inc., dba, L&G Engineering, professional services for, "Mile 3 Road (from FM 2221 to FM 492)," to revise the termination date of September 10, 2015 to September 10, 2017 to complete the scope of services for project.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Supplemental No. 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/27/2015 12:20 PM
Budget & Management	Veronica Ortiz	08/27/2015 01:12 PM
Glinda Pacheco	Glinda Pacheco	08/27/2015 02:02 PM
Auditor's Office	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Rocio Villarreal Started On: 08/26/2015 03:22 PM

Final Approval Date: 08/28/2015

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.1
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-13-305-10-07

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, 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** and the **Engineer** executed the Main Contract Agreement on the 22nd day of October, 2013 concerning professional engineering services for the "Mile 3 Road (from FM 2221 to FM 492) project for Hidalgo County Precinct No. 3; and,

WHEREAS, Article 3 of the Agreement, Period of Service, establishes this agreement shall terminate on the earlier of September 10, 2015 or upon completion of the projects, unless extended by written supplemental agreement; and,

WHEREAS, it has become necessary to amend the Agreement for Professional Services, to extend the termination date.

A. AGREEMENT

NOW, THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement is** amended as follows:

1. Article 3 of the Agreement, Section 3.1 Termination Date, is revised to extend the termination date of September 10, 2015 to **September 10, 2017** for a total of an additional two (2) years in order to complete the scope of services for this project.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement No. 1 to be effective as of the ___day of _____, 2015.

ENGINEER:
L&G CONSULTING ENGINEERS, INC.

BY: _____
Jacinto Garza P.E., President

OWNER:
HIDALGO COUNTY
BY: _____
Ramon Garcia, County Judge

AI-50790 **Purchasing Department** **22. F. 1.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Tanya Delira, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchaser a turn-key installation/solution of a new Cat D150-10 generator through Hidalgo County's membership/participation with TASB's-Buyboard Cooperative Purchase Program-Contract #424-13 in the amount of $54,532.93 thru Requisition #281878 for the HC-Sheriff's Motor Pool Bldg.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1229-421-00-280-007-0-751

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

BUDGETARY IMPACT:

Amount available for requisition# 281878 as of 8-20-15 $54,532.93 for Holt co.

Attachments

Holt Trcuk Center

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:40 PM
Purchasing Department	Marty Salazar	08/20/2015 10:12 AM
Budget & Management	Debbie Tamez	08/20/2015 11:42 AM
Manuel Chapa	Manuel Chapa	08/20/2015 02:39 PM
Auditor's Office	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Tanya Delira		Started On: 08/07/2015 09:56 AM
Final Approval Date: 08/28/2015		

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00281878
PO #
Date: 08/05/15

Bill To: x
x

Vendor : 94366
BD HOLT CO
D/B/A HOLT TRUCK CENTER
P.O. BOX 911975
DALLAS TX 75391-1975
FAX (361)854-3367

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: T. CONTRERAS
956-393-6024

Contract No: BUYBOARD 424-13
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REPLACE MOTORPOOL GENERATOR		
		DO NOT DUPLICATE ORDER		
1.00	EACH	TURNKEY INSTALLATION FOR CAT D150-8	54,532.93	54,532.93
		Account No	Encumbrance	
		5-1229-421-00-280-007-0-751	54,532.93	
			Freight	.00
			Total	54,532.93
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

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

Vendor Contract Information

Back

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Holt Cat[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Vendor Name:	Holt Cat
Address:	3302 South WW White Dr. San Antonio, TX 78222
Phone Number:	(972) 721-2830
Alternate Phone Number	(214) 384-0860
Email:	christopher.doherty@holtcat.com
Website:	http://www.holtcat.com
Federal ID:	74-1389993
Contact:	Christopher Doherty
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Construction, Road, Bridge & Other Equipment
Contract#:	424-13
Effective Date:	10/01/2013
Expiration Date:	09/30/2016
Payment Terms:	Net 30 days
Delivery Days:	180
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	Texas Regions 1-3,7,8,10-13,20
States Served:	Texas
Quote Reference Number:	424-13
Return Policy:	Case by case review
Additional Dealers:	See Extended Exceptions for dealer listing.

Contract Documents

Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Extended Exceptions:	**Click to view Extended Contract Exceptions**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**

Contact us 800-695-2919

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

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Holt Cat[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Show 25 results

Narrow Results: GENERA

Vendor	Description	Pricing Sheet	Price	Qty	Add to C
Holt Cat	5% Discount Off Holt Cat pricelist for Generator Equipment & Electrical Systems	Pricing Sheet	$0.00		Show Det
Holt Cat	0% Discount Off Holt Cat pricelist for Power Generating Equipment Rental	N/A	$0.00		Show Det
Holt Cat	5% Discount Off Holt Cat Rental pricelist for Rental of Power Generating Equipment. Line Item 3	Pricing Sheet	$0.00		Show Det
Holt Cat	5% Discount Off Holt Cat Rental pricelist for Rental of Light Towers and Generators. Line item 11	Pricing Sheet	$0.00		Show Det

Showing 1 to 4 of 4 entries (filtered from 46 total entries)

First Previous 1 Next Last

Contact us 800-695-2919

HOLT® POWER SYSTEMS CAT®

Austin • Bridgeport • Corpus Christi • Dallas/Irving • Edinburg • Ft Worth • Grande Praire • Laredo • Lewisville • Longview • Pflugerville • San Antonio • Sonora • Texarkana • Tyler • Victoria • Waco • Weslaco

Date: 8-7-15

Project: Hidalgo County Sheriff's Department-Motor Pool Bldg.

BuyBoard Contract # 424-13

Turnkey Installation for Cat D150-10

Description
STANDBY POWER APPLICATION 02
EPA STATIONARY EMERGENCY
UL2200 Listing and CSA Cert
NO IBC CERTIFICATION
60Hz 3PH 208/120v
187 KVA W/FAN
D150-10 60Hz 208V
LC5024D 60Hz ARALT A3
EMCP4.2 Common Control Panel
English Language
DIESEL or GAS EPG
PUBLIC OR CIVIL SERVICES
STANDBY POWER
No Enclosure.
Silencer System 10dBA
Sub Base Tank 402 gal
Locking Fuel Fill
Vent Pipe – STD
Emergency Vent UL - 4"
Leak Probe
Fuel Sender
Standard Vibration Isolator
NFPA 110 Upgrade
Volt Free Cont& Gen Run Relay
Local Alarm Horn c/w mute
QTY REMOTE ANNUNC (MCM9EN1_S)
Low Coolant temp alarm 69/80F
Low Coolant shutdown circuit
Fuel Level Alarms / SD
GFCI AC Receptacle & Wiring
AC Receptacle

Harness for Engine Options
Coolant Heater(90/130F)
Radiator Transition Flange
Anti-Condensation Heater
STD IVR
ADEM Governor
STD AIR CLEANER - LIGHT DUTY
3POLE CB
No Second Breaker
600A First Breaker
Shunt Trip & Auxiliary Cont.
Overload shutdown via Alarm
No SUSE, Only Neutral Bar
Lead Acid Battery DRY
Battery Charger - 10 Amp NFPA
Control Panel Options Box
ENGLISH DISPLAY UNITS
1 Toolkit
Factory Test Report
SHRINK WRAP PROTECTION 21

Accessories On-Site Services Include the Following:

Turnkey Installation of Equipment @ Site: Removal of Existing Cat Generator & Installation for New Cat D150-10 Generator, Off-Loading of Equipment, Crane Service, Conduits, Cabling,New Gravity Louvers for Radiator Air Discharge, Modifications for Exhaust Piping from Engine to Muffler,City Permits& Installation for Remote Annunciator Alarm Panel. Note: Existing ATS to Remain & 400A Main Disconnect Will Be Removed.

Level I Startup & Building Load Transfer Test Performed During Normal Hours of Operation.

Delivery of Equipment to Site

O & M Manual

Does Not Include:

Diesel Fuel

Total AsBuyBoard Discounted Detailed Price: $54,532.93

Terms are 30 Days Net with Approved Credit

Price is Valid for 30 Days

Price Does Not Include Applicable Taxes

TERMS & CONDITIONS:

PRICING IS FIRM FOR ORDERS RECEIVED WITHIN 30 DAYS OF QUOTATION.

CREDIT TERMS ARE SUBJECT TO CREDIT DEPARTMENT APPROVAL.

STATE & LOCAL TAXES THAT MAY BE APPLICABLE ARE NOT INCLUDED.

UNLESS SPECIFICALLY LISTED IN THE BILL OF MATERIALS, EQUIPMENT NOT INDICATED, IS ASSUMED TO BE SUPPLIED BY OTHERS. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS.

STANDARD WARRANTY OF THE MANUFACTURER APPLIES. COPIES ARE AVAILABLE FROM THE MANUFACTURER UPON REQUEST.

CONTRACTS WHICH INCLUDE PENALTY OR LIQUIDATED DAMAGE CLAUSES FOR FAILURE TO MEET PROMISED SHIPPING DATES ARE NOT ACCEPTABLE OR BINDING UNLESS ACCEPTED AND CONFIRMED IN WRITING BY AN OFFICER OF HOLT POWER SYSTEMS.

A 25% CANCELLATION FEE WILL BE APPLICABLE FOR ANY CANCELLED ORDERS.

THESE TERMS & CONDITIONS HEREBY BECOME PART OF THIS QUOTATION, AND SHOULD BE NOTED ON ANY PURCHASE ORDER RECEIVED BY THE HOLT POWER SYSTEMS PRIOR TO ORDER PROCESSING.

HOLT POWER SYSTEMS WILL NOT BE RESPONSIBLE FOR ANY LABOR OR MATERIAL CHARGES BY OTHERS ASSOCIATED WITH THE START-UP & INSTALLATION OF THIS EQUIPMENT UNLESS PREVIOUSLY AGREED UPON OR LISTED IN THE BILL OF MATERIALS.

THANK YOU FOR THE OPPORTUNITY TO OFFER THIS PROPOSAL. PLEASE DO NOT HESITATE TO CONTACT US IF ADDITIONAL IF INFORMATION OR ASSITANCE IS REQUIRED.

Please sign to order or start submittals, date and fax to my attention.

Representative Date

Thank you for the opportunity of quoting this project. HOLT CAT remains at your disposal for any additional information or assistance that you may require.

Sincerely yours,

Joey Krafka

HOLT CAT

Rental & Generator Sales Representative

Phone: (956) 279-8483

Fax: (956) 292-0592

10701 N. Expressway 281 • Edinburg, TX 78541 • (956) 279-8483 • Fax (956) 292-0592

www.holtpower.com

AI-51129 **Closed Session** **23. C.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-7758-14-C; Eugenia Andrade vs. Hidalgo County; In the 139th District Court of Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 11:47 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Monica Badillo Started On: 08/28/2015 11:23 AM

Final Approval Date: 08/28/2015

AI-51108 **Closed Session** **23. D.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Railroad Commission of Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 10:01 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Aida Alvarez		Started On: 08/27/2015 04:33 PM
Final Approval Date: 08/28/2015		

AI-51106 **Closed Session** **23. E.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose Rolando Gonzalez, Jr.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/27/2015 04:31 PM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Aida Alvarez		Started On: 08/27/2015 04:29 PM
Final Approval Date: 08/28/2015		

AI-51130 **Open Session** **25. C.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-7758-14-C; Eugenia Andrade vs. Hidalgo County; In the 139th District Court of Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 11:47 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Monica Badillo Started On: 08/28/2015 11:23 AM

Final Approval Date: 08/28/2015

AI-51109 **Open Session** **25. D.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Railroad Commission of Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 10:01 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Aida Alvarez		Started On: 08/27/2015 04:35 PM
Final Approval Date: 08/28/2015		

AI-51107 **Open Session** **25. E.**

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose Rolando Gonzalez, Jr.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 10:01 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM
Form Started By: Aida Alvarez		Started On: 08/27/2015 04:31 PM
Final Approval Date: 08/28/2015		