

AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
February 3, 2016
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 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. **County Judge's Office:**

   A. AI-53133 Discussion, consideration, and approval of letter of support for Pharr, San Juan, Alamo Promesas del Valle Initiative (PSJA PVI).

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

   A. AI-53236 Proclamation declaring February 2016 as Teen Dating Violence Awareness month.

   B. AI-53140 District Attorney - USDJ (1256):
   Approval of 2016 appropriation of funds in the amount of $13,000.00 to fund the purchase of uniforms and travel expenditures for law enforcement personnel.

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

   A. AI-53215 Discussion, consideration and approval to increase change fund from $ 200.00 to $400.00, in accordance with Texas Local Government Code 130.902.

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

A. AI-53113 Presentation of annual report regarding collections of court fines and fees by Hidalgo County Clerk Collections Department for year 2015.

10. **Sheriff's Office:**

A. AI-53224 1. Approval of correction to the grant FY 2016 STEP – Impaired Driving Mobilization Grant in the amount of $40,926.91, which includes a match of $8,139.85.
2. Approval of Revised Certification of Revenues as certified by the County Auditor for the FY 2016 STEP-Impaired Driving Mobilization Grant.
3. Approval to appropriate the corrected budget for the FY 2016 STEP – Impaired Driving Mobilization Grant in the amount of $40,926.91.

B. AI-53125 1. Approval of memorandum of understanding between the Weslaco Police Department and the Hidalgo County Sheriff's Office for disposing of forfeited contraband in reference to Case No. C-3044-15-D, in accordance with the local agreement between the Hidalgo County District Attorney's Office and the Hidalgo County Sheriff's Office.
2. Approval and authorization for County Sheriff, as law enforcement official, to sign agreement.

C. AI-53054 Operation Stonegarden (1284):
Authorization and approval to de-obligate $30,000.00 of Sheriff's Office Operation Stonegarden 2014 overtime funds to allocate to Mission Police Department.

D. AI-53053 Sheriff's Office - LBSP FY17 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY17 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through egrants.
2. Authorization for County Judge, as authorized official, to e-sign application under egrants as authorized official.

11. **Executive Office:**

A. AI-53233 Discussion & action naming Clarissa Ramirez as point of contact for the WIC Department

B. AI-53172 1. Discussion and action on tax resale bids received on properties
2. Approval of Order for tax resale bids received on the properties

C. AI-53103 Approval of 2016 Museum Funding Agreement between County of Hidalgo and the Donna Hooks Fletcher Museum in the amount of $10,000.00

D. AI-53104 Approval of 2016 Museum Funding Agreement between County of Hidalgo and the Mission Historical Museum in the amount of $ 10,000.00

E. AI-53080 Approval to accept settlement check from Allstate Insurance Company in the amount of $198.76 on behalf of Head Start to settle auto accident. (Head Start)

F. AI-53119 Approval of invoice from Rio Grande Regional Water Authority in the amount of $44,229.00 for Hidalgo County's portion in connection with El Morillo Drain (period of Jan. 1 to Dec. 31, 2014) and authorization for County Treasurer to issue check after review and auditing procedures are completed by Auditor's Office.

G. AI-53239 Facilities Management:
Approval of Security Systems Agreement for Fire Alarm Monitoring of the Courthouse Annex III (Old Admin) between Hidalgo County and AFP Alarm and Detection, LP

12. **Human Resources:**

A. AI-53214 92nd DC (1100)/ 139th DC (1100) / 332nd DC (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel Adjustment Policy.
2. Discussion, consideration and approval of the following personnel actions, effective 02/08/2016:

Action	*Dept/ Program*	*Slot#*	*Position Title*	*Current Supplement Amount*	*Proposed Supplement Amount*
92nd DC					
Supplement Pay (Remove)	001-001	0002	Court Coordinator	$1,500.00	$0.00
139th DC					
Supplement Pay (Remove)	003-001	0002	Court Coordinator	$1,500.00	$0.00
332nd DC					
Supplement Pay (Add)	006-001	0002	Court Coordinator	$0.00	$1,500.00
Supplement Pay (Add)	006-001	0004	Assistant Court Coordinator	$0.00	$1,500.00

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

B. AI-53058 449TH DC (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, 02/08/16:

Action	*Department*	*Slot#*	*Position Title*	*Current Budgeted Salary*	*Proposed Budgeted Salary*	*Total Adjustment*
Salary Adjustment/ Increase	011-001	0003	Court Coordinator	$69,622.00	$80,000.00	$10,378.00

Salary Adjustment/ Increase	011-001	0005	Asst Court Coordinator	$47,740.00	$51,350.00	$3,610.00
			(Interpreter pay)	$6,000.00	$6,000.00	$0.00

3. Approval of intradepartmental transfer.
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

C. AI-53141 Public Defender (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel Related Amendments.
2. Discussion, consideration, and approval of the following personnel action effective next pay period, 02/08/2016:

Action	***Slot#***	***Dept.***	***Position Title***	***Current Budgeted Salary***	***Proposed Position Title***	***Proposed Budgeted Salary***
Reclassification	0001	085-003	Public Defender III	$62,475.00	Public Defender IV	$67,472.00
Reclassification	0019	085-003	Public Defender IV	$67,472.00	Public Defender III	$62,475.00

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

D. AI-53163 Precinct 1 Parks (1100) / Pct 1 Administration (1200) / BCAP (1200):
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, 02/08/2016:

Action	***Dept. / Program***	***Slot#***	***Position Title***	***Current Budgeted Salary/ Supplement***	***Proposed Budgeted Salary/ Supplement***
Salary/ Supplement Pay (delete)	121-013	0004	Accounts Payable Supervisor	$41,988.00	$41,988.00
	125-028	A005		$3,500.00	$0.00
Salary/ Supplement Pay (add)	121-004	0009	Clerk IV	$39,253.00	$39,253.00
	125-028	A006		$0.00	$3,500.00

3. Approval to revise salary schedule (s) in accordance with Commissioners Court approval.

E. AI-53200 CCL#3 PROBATE COURT (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, 02/08/16:

Action	***Department***	***Slot#***	***Position Title***	***Current Budgeted Salary/ Allowance***	***Proposed Budgeted Salary/ Allowance***
Salary Adjustment/ Increase	023-001	0003	Court Coordinator	$69,168.00	$70,168.00
Salary Adjustment/ Increase	023-001	0004	Probate Court Auditor	$47,135.00	$48,135.00
Salary Adjustment/ Increase	023-001	0005	Investigator	$47,135.00	$48,135.00
Salary Adjustment/ Decrease (Vacant) Interpreter Pay (delete)	023-001	0006	Bailiff	$37,881.00	$32,881.00
				$6,000.00	$0.00
Salary Adjustment/ Increase	023-001	0007	Court Assistant	$36,957.00	$37,957.00
Interpreter Pay (add)				$0.00	$6,000.00

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

F. AI-53232 Discussion, consideration, and possible action regarding the adoption of revised examples of "Prohibited Conduct," currently found in Section 9.45 of the Hidalgo County Personnel Policy Manual.

G. AI-53158 Discussion, consideration, and approval to continue the project work and the analysis necessary to implement the Hidalgo County Classification and Compensation (Grade and Step) Plan for all County Departments, to include updating Phase I (Commissioners' Court Departments), Phase II (Elected Official Departments), and the development of Phase III (all other Departments and Offices).

13. **Health & Human Services Department:**

A. AI-53171 Review of Infectious Diseases that may affect Hidalgo County.

B. AI-53130 Requesting approval to submit a request to the Texas Department of State Health Services for an award in the amount of $10,000.00 to fund a radiological workshop.

C. AI-53129 Requesting approval to allow Hidalgo County Health & Human Services Dept. staff in partnership with Hidalgo County Emergency Management staff to host and provide training for local Amateur Radio Operators. The training will be held on February 13, 2016 at the Hidalgo County EOC and utilize the EOC's radio equipment and equipment brought by local Amateur Radio Operators.

D. **Health Care Funding District:**

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

E. **Indigent Health Care Program:**

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

14. **Emergency Management:**

A. AI-53176 Requesting approval to release and/or transfer title of emergency response equipment, as described in Exhibit “A” of, and in accordance with the Interlocal Cooperation Agreement approved by Commissioners Court on April 26, 2015, with the City of Edinburg, City of Pharr, City of Mission, City of Weslaco and the City of McAllen.

15. **Community Service Agency:**

A. AI-53184 Approval of the amendment to the license agreement between the County of Hidalgo Texas and SHAH Software Inc.

B. AI-53169 Authorization to request extension from Texas Department of Housing and Community Affairs for PY 2015 Community Service Block Grant Contract #: 61150002185 to March 31, 2016.

C. AI-53166 Discussion and possible action to adopt the distric map of Hidalgo County thus designating District One, District Two and District Three.

16. **Urban County:**

A. AI-53208 "Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of the City of Edcouch is requesting authority to pay for the installation of playground equipment for Bell Park, P. Salazar Park and Sgt. Rodriguez Park. Installation will be installed by PlayWorks, Inc. (contract # 423-13) an approved vendor through Hidalgo County's membership and participation with Buyboard (Texas Association of School Boards). City of Edcouch Parks, Recreational Facilities Imp. FY 28 (2015) funds will be utilized.

B. AI-53199 "Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of the City of Edcouch is requesting authority to purchase playground equipment for Bell Park, P. Salazar Park and Sgt. Rodriguez Park. Purchase will be made from The PlayWell Group, Inc. (contract # 423-13) an approved vendor through Hidalgo County's membership and participation with Buyboard (Texas Association of School Boards). City of Edcouch Park, Recreational Facility Imp. FY 28 (2015) funds will be utilized.

C. AI-53188 1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct's No. 1, No. 2, No. 3 and No. 4 proposed substantial budget and program amendments for Fiscal Years 26, 27, & 28 (2013, 2014 & 2015) original work plans. The proposed amendments will delete and/or decrease several public services (subrecipients) under each precinct, due to non acceptance of grant funding and the reallocation of funds into existing activities. The amendments will also create activities and include a new scope of work for Fire Station/Equipment, Rehab Housing - Single Unit Residential and Public Facility and Improvements (San Juan Youth Center) for Precinct No. 2.

2. Requesting approval of a budget and program amendment for Hidalgo County Precinct's No. 1, No. 2, No. 3 and No. 4, for Fiscal Years 26, 27, & 28 (2013, 2014 & 2015) original work plans.

D. AI-53124 Requesting authorization to cancel the Community Development Block Grant (CDBG) contract with Proyecto Azteca in the total amount of $10,000.

E. AI-53123 Requesting authorization to cancel the Communtiy Development Block Grant (CDBG) contract with ARISE south Tower in the total amount of $10,000.

F. AI-53122 Requesting authorization to cancel the Community Development Block Grant (CDBG) contract agreement with La Union del Pueblo Entero (LUPE) in the total amount of $35,303.00.

G. AI-53121 Requesting authorization to cancel the Community Development Block Grant (CDBG) contract agreement with The Girl Scouts of Greater South Texas in the total amount of $9,525.00.

H. AI-53071 "Subject to Compliance with HB 1295, when and if Applicable." The Urban County Program on behalf of the City of Weslaco is requesting approval and award of best and final negotiated contract with Cruz-Hogan Consultants, Inc. in the amount of $26,420.29 utilizing CDBG FY 28 (2015) Water/Sewer Improvement funds.

I. AI-53065 "Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of the City of Mercedes is requesting authority to purchase recreational equipment for the Mercedes Recreational Center. Purchase will be made from BSN Sports (contract # 413-12) an approved vendor through Hidalgo County's membership and participation with Buyboard. The total amount of purchase is $9,009.74, utilizing FY 28 (2015) City of Mercedes Public Service (General) - Mercedes Recreational Center funds.

J. AI-53064 "Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of the City of Mercedes is requesting authority to purchase recreational equipment for the Mercedes Recreational Center. Purchase will be made from BSN Sports (contract # 413-12) an approved vendor through Hidalgo County's membership and participation with Buyboard. The total amount of purchase is $8,654.15, utilizing FYs 27 & 28 (2014 & 2015) City of Mercedes Public Service (General) - Mercedes Recreational Center funds.

K. AI-53063 "Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of the City of Mercedes is requesting authority to purchase equipment for the Mercedes Recreational Center. Purchase will be made from Office Depot, Inc. (contract # TCPN R142212 furniture contract) an approved vendor through Hidalgo County's membership and participation with The Cooperative Purchasing Network. The total amount of purchase is $874.40, utilizing FY 27 (2014) Public Service (General) - Mercedes Recreational Center funds.

17. **Elections Administration:**

A. Discussion and/or action, including but not limited to Elections updates

B. AI-53116 Discussion consideration and approval of layout and rerouting of voter traffic at the Hidalgo County Elections Annex located at 317 N. Closner, Edinburg, TX during the March 1, 2016 Primary Elections voting period.

C. AI-53115 Discussion, consideration and approval of Early Voting mobile units for the March 1, 2016 Primary Elections.

D. AI-53114 Approval of 2016 Primary Election Service Contract between the Hidalgo County Elections Department and the Hidalgo County Republican Party to be held on March 1, 2016.

E. AI-53090 Approval of 2016 Primary Election Service Contract between the Hidalgo County Elections Department and the Hidalgo County Democratic Party to be held on March 1, 2016.

F. AI-53088 Discussion, consideration and action requesting permission to post a list of voters whose mail ballot has been received in our office with the Early Voting rosters we currently post on the Hidalgo County Elections Department's website as per Election Code Section 87.121 Early Voting Rosters.

18. **Head Start Program:**

A. AI-52956 Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Texas A&M University Health Science Center

B. AI-52957 Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids on Lease of Land Space for the Mission (Granjeno) Area

C. AI-52955 Discussion/Approval of Self-Assessment Schedule

19. **Planning Department:**

A. AI-53046 1. Preliminary Approval with Variance Request
a. Ranchitos De San Carlos Subdivision – Pct. 4 (Graciela Estates, LTD.) (Curry Road & 83rd Street)

2. Preliminary Approval
a. Pueblo De Palmas Ph. 19 Subdivision – Pct. 4 (J. Gary Frisby) (Kenyon Road & Davis Road)
b. RSBR FM 2128 Subdivision – Pct. 4 (Leticia A. Alamia-O'Neill) (Richardson Road & Alamo Road)
c. San Patricio Subdivision – Pct. 1 (Richard Scurlock) (Walker Road & Victoria Road)
d. Las Palmas Industrial Park Subdivision – Pct. 2 (RTE Investments, LLC) (Dicker Road & 10th Street)

3. Final Approval
a. Replat of Lot 2 Vista Bonita No. 10 Subdivision – Pct. 4 (Jose I. Quiroga) (Cesar Chavez Road & F.M. 2812)

B. AI-52902 1. Partial Reimbursements of Financial Guarantee
a. Campbell Estates Subdivision – Pct. 1
b. Sendero Trails Ph. 1 Subdivision – Pct. 4

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

A. AI-53201 1. Approval of Interlocal Agreement between the City of San Juan and the County of Hidalgo, Texas to assist one another in multiple projects to be defined by mutual agreement in which both the City and the County will benefit from the outcome of the work.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project(s).

21. **Precinct #3 - Comm. Flores:**

A. AI-53196 Requesting approval of Agreement Regarding County Roads and Drains between Hidalgo Wind Farm,LLC. and County of Hidalgo. Subject to final review.

B. AI-53050 Requesting approval to name a County road that runs west between Circle 6 Rd. W and Rancho Brazil Rd. as
El Quelite Rd.

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

A. AI-53177 Pct. 4 Rd. Maint (1200):
1. Approval of Certification of Revenues as certified by the County Auditor for Pct. 4 Misc. Reimbursements- JO 9 Drainage Project.
2. Approval of 2015 appropriation of funds for Pct. 4 in the amount of $185,817.35.

23. **Budget & Management:**

A. AI-53225 County Clerk:
Requesting authority to set up an escrow account of $5,000.00 for recording fees assessed by the County Clerk's Office with authority for County Treasurer to issue payment after auditing procedures are completed by the County Auditor.

B. AI-53222 Authorization to participate in the 2016 Texas Warrant Round Up Program.

C. AI-53202 Confirmation of Indigent Defense (1100-412-00-009-003-0) as a County Department and Isidro Sepulveda (slot 0001) as the Department Head.

D. AI-53059 Various Departments: Approval of salary schedule corrections as listed on Exhibit A.

E. **Budget Appropriations:**

1. AI-52969 Sanitation Program Approval to amend the Countywide Solid Waste Citizen Collection Station Rules.

2. AI-53206 Various Pct 4 Projects (1200):
Approval of 2016 appropriation of funds from the R&B unreserved fund balance in the amount of $396,302.86 to fund Pct 4 Rio Grand Care & Trenton road projects.

F. **Interfund transfers:**

1. AI-53211 Pct 4 Rio Grande Care Rd (1200):
Approval of 2016 interfund transfer from Co. Wide Adm-Contingency (1100) to Pct 4 Rio Grande Care Road Project (1200) in the amount of $148,697.14 to partially fund anticipated project expenditures.

Purchasing Department:
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
24. **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-53152 Presentation for consideration, action and approval of the proposed Letter of Engagement received from number #1 ranked firm of Burton, McCumber & Cortez for the provision of Independent Audit Services for Hidalgo County with initial engagement for fiscal years 2015 & 2016 with HC option to negotiate fees for the 2017 & 2018 fiscal year audits with compliance with HB1295 [when and if applicable].

2. AI-53142 Presentation for discussion and action on the "No Bid" tabulation sheet for: Voluntary [Post Tax] Emergency Air Ambulance Services including, but not limited to, the following issues:
A. Treasurer's Office reports approximately 295+ employees are enrolled;
B. Current company has failed to pay administrative fee for payroll deduction services and Treasurer [as per A. Zamarripa] has suspended deductions until payment is received from Air Vac EMS, dba, Air Evac Life Team;
C. Current contract with Air Vac EMS, dba, Air Evac Life Team expires 02-28-16; with decision by HCCC to:
D. Re-advertise the project; or, in the alternative,
E. Cancel this post tax voluntary product for HC employees.

3. AI-53048 a. Acceptance of the responses received as "qualified" for award for: "Title Company Related Services-POOL" (as listed in the RFP Acceptance Sheet attached hereto) and approval of the contract(s) for RFP: No.: 2016-010-01-13-SMA;

   b. Approval of Agreements with firms as (set forth below) in connection to the 2016 Pool for "Title Company Related Services" for Hidalgo County with [compliance of HB Forms 1295] by both vendors (see attachments):

   - C-16-010-02-03-Sierra Title of Hidalgo County, Inc., commencing, March 28, 2016
   - C-16-010A-02-03-Valley Land Title Company, commencing, March 28, 2016

B. **Pct. 1**

1. AI-53203 A. Recommendation by project engineer, SAMES, Inc., to award the Base Bid to the responsible vendor submitting the lowest and best bid meeting all specifications, subject to compliance with HB 1295, for the following two projects as listed:

	PROJECT NAME	PROJECT NO.	AWARD RECOMMENDATION TO VENDOR:	AMOUNT:
1	"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 4W (10N - 12N)"	2016-027-01-27-MSS	TEXAS CORDIA CONSTRUCTION, LLC	$628,528.50
2	"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 12N (FM 1015 – 2W)"	2016-028-01-27-MSS	M. J. A. CONSTRUCTION, LLC	$155,897.80

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Raul Lozano, [unless otherwise voiced/announced by Commissioner Cuellar] to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

2. AI-53216 Requesting approval of "Supplemental Agreement No. 1 to Work Authorization No. 2" as submitted by Millennium Engineering-Contract #C-15-319-09-15 [increase in the amount of $3,191.25 to previous amount of $7,770.25] for a new total of $10,961.50 for additional services as detailed in the supplemental document for the "Spanish Palms Subdivision project" in Precinct One through original assigned requisition #286496-PO#734791.

3. AI-52907 Pursuant to current "Lease of Parcels for Citizen Collection Site(s) for Hidalgo County- Precinct No 1; under Section 1.3 [Holdover], notice and action to continue to utilize leased parcel(s) premises on a month to month provision with Richard Cohrs-Donna Area [E-15-073A-02-04] so as to have no lapse in operating location while procurement process is completed under the same rates, terms and conditions and subject to HB1295 if applicable.

C. **Pct. 4**

1. AI-53226 Requesting approval to submit application for Electricity Services with deposit and application fees in the amount of $865.00 for the Linn San Manuel Emergency Services Facility, payable to Magic Valley Electric Cooperative, Inc., with authority for County Treasurer to issue payment/check after completion of Auditor's review/audit/processing procedures are completed.

2. AI-53107 a. Acceptance and approval of a Professional Engineering Agreement# C-16-048-02-03 with L&G Consulting Engineers, Inc. d/b/a L&G Engineering, for: "Job Specific" Project: “FM 1925 from 1,500 ft. West of FM 2220 (Ware Road) to 10th Street” for Hidalgo County Precinct No. 4 including compliance with HB1295 [if and when applicable];

   b. Pursuant to Article 14 of the "professional engineering services" agreement #C-16-048-02-03 with L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING, is requesting approval to engage the services of SUB-CONTRACTOR (AMA TERRA ENVIRONMENTAL, INC.) with adherence to insurance provisions required by said article;

   c. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $ 681,350.00) as submitted by project engineer, L&G Engineering for "Job Specific" Project: “FM 1925 from 1,500 ft. West of FM 2220 (Ware Road) to 10th Street” project for Hidalgo County Precinct No. 4, in connection to agreement # C-16-048-02-03.

D. **WIC**

1. AI-53033 Presentation of sole responsible vendor [Laura Salinas] submitting the lowest and best bid meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bids titled: Hidalgo County WIC Program-"Lease Office Space-City of Mercedes through project No.: 2016-015-01-06-SMA. Subject to compliance with HB1295 [when and/or if applicable].

E. **Co. Wide**

1. AI-53092 Action to reject all bids received for Hidalgo County "Extraction of Water [aka, De-watering] Project through the Request for Bid: No.: 2016-022-MEG and modification of a new procurement packet [RFB: No.:2016-055-MEG] will be developed and drafted by/through the Purchasing Department and Emergency Management Coordinator so as to remove services/requirements not needed by HC and reflect compliance with HB1295 as well.

Closed Session:

25. 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-53145 Claim of Victor Carrillo

D. AI-53148 Claim of Rebeca Bautista

E. AI-53151 David Carrizales & Rogelia Stabolito v. Guadalupe "Lupe" Trevino, et al

F. AI-53183 Claim of Manuel Saenz, Jr.

G. AI-53186 Claim of Deborah Coronado

26. 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

27. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. AI-53147 Claim of Victor Carrillo

D. AI-53149 Claim of Rebeca Bautista

E. AI-53153 David Carrizales & Rogelia Stabolito v. Guadalupe "Lupe" Trevino, et al

F. AI-53185 Claim of Manuel Saenz, Jr.

G. AI-53187 Claim of Deborah Coronado

Closed Session:

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

Open Session:

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

30. **Adjourn**

AI-53133

County Judge's Office 6. A.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Robert Villarreal, COUNTY JUDGE
Submitted By: Virginia Jones, COUNTY JUDGE
Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of letter of support for Pharr, San Juan, Alamo Promesas del Valle Initiative (PSJA PVI).

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No budgetary impact.

Attachments

Executive Summary

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 10:17 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Virginia Jones Started On: 01/26/2016 02:47 PM
Final Approval Date: 01/29/2016

The Triple Crown City of Pharr, Texas with Main Street and All American City designations, in an unprecedented regional collaboration of three cities, one school district, one education service center and multiple implementation private public partnerships, proposes the Pharr, San Juan, Alamo *Promesas del Valle* Initiative (PSJA PVI). **The goal of the initiative is to revitalize areas of the most impoverished census tracts of the tri-city region, yet unaffected by revitalization efforts to date.** Utilizing a community impact approach, the partners will capitalize on assets to mitigate the challenging needs of the region. PSJA PVI is located on the Texas-Mexico border in the Rio Grande Valley of deep south Texas. The challenges are cyclical poverty, over 40% cited by all indices among the worst poverty in the U.S. and the fewest bachelors' degrees per capita in the State of Texas. ***Metrics for poverty mitigation and revitalization will impact six targets, four HUD priorities, job creation, economic development, education, crime reduction and two local priorities, housing and health, as determined by a community needs assessment.*** Unique assets will align to mitigate the tremendous challenges of region. Zone unique assets are: Pharr International Bridge, Texas/ Mexico with $$ in international trade annually; Cradle to College Strategy, UTRGV & PSJA ISD, Department of Education grant $$; Highest dual enrollment (quantify) in the State of Texas at PSJA ISD & STC; Second largest Gear Up Grant in the nation, totaling $$; College Café Model for college information and referral, recruitment, financial aid assistance and tutorials will open in 2017 in the *Promesas del Valle Zone*; STC Public Safety Campus will open in 2016 for regional education in public safety; UTRGV Medical School launched in 2015 with a community medicine priority; two interns are committed to the Zone to expand school based clinic services. Together all partner leverage $$$ for the PSJA PVI success strategies.

District Attorney 7. A.

AI-53236

CC - REGULAR
Meeting Date: 02/03/2016
Submitted By: Rosie Cantu, DISTRICT ATTORNEY
Department: DISTRICT ATTORNEY

Information

CAPTION

Proclamation declaring February 2016 as Teen Dating Violence Awareness month.

BACKGROUND

Fiscal Impact

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 05:22 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Rosie Cantu Started On: 01/29/2016 05:10 PM

Final Approval Date: 01/29/2016

PROCLAMATION DECLARING FEBRUARY 2016 AS
TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH

WHEREAS, teen dating abuse is a significant health issue with nearly twenty percent of youth reporting physical or sexual violence from a dating partner and one in four dating teens experiencing abuse or harassment online or through text messaging; and

WHEREAS, nearly 1.5 million high school students nationwide experience physical abuse from a dating partner in a single year and approximately fifty percent of students experience dating violence on school grounds; and

WHEREAS, high school students who experience physical violence in a dating relationship are more likely to use drugs and alcohol, are more likely to engage in risky sexual behavior, more frequently develop self-esteem and body image issues, are at greater risk of suicide, and are much more likely to carry patterns of abuse into future relationships; and

WHEREAS, parents, teachers, coaches, counselors, healthcare providers, clergy, and other important role models are urged to provide young people with education about healthy relationships and relationship skills. Changing attitudes that support violence can help prevent teen dating violence; and

WHEREAS, the Hidalgo County Family Violence Task Force encourages the citizens of Hidalgo County to observe National Teen Dating Violence Awareness and Prevention Month with activities and conversations about respectful and non-violent relationships in their homes, schools, and community events.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby proclaim the month of February as Teen Dating Violence Awareness and Prevention Month and encourages Hidalgo County residents to attend scheduled awareness and education events.

Approved this 3rd day of February 2016.

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

District Attorney 7. B.

AI-53140

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Rosie Cantu, DISTRICT ATTORNEY
Submitted By: Sylvia Solis, DISTRICT ATTORNEY
Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney - USDJ (1256):
Approval of 2016 appropriation of funds in the amount of $13,000.00 to fund the purchase of uniforms and travel expenditures for law enforcement personnel.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1256-412-00-080-014-0-XXX
FUNDS AVAILABLE Y/N?:	Y/Pending	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:
Funds available in fund balance as of 01/27/16, pending rollover.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 10:21 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Sylvia Solis Started On: 01/27/2016 10:27 AM
Final Approval Date: 01/29/2016

DATE: January 27, 2015

2016
Appropriation

DEPARTMENT HEAD: Ricardo Rodriguez, Jr., District Attorney

DEPARTMENT NAME: District Attorney's Office - USDJ

ACCOUNT NUMBER: 6-1256-412-00-080-014-0-XXX

Contact Person: Sylvia Solis **Ph#:** (956) 318-2300 ext. 8084

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
6-1256-412-00-080-014-0-583	DA - USDJ	TRAVEL OUT OF COUNTY	3,000.00
6-1256-412-00-080-014-0-610	DA - USDJ	GENERAL SUPPLIES	10,000.00
		TOTAL BUDGET INCREASE (DECREASE)	13,000.00

REASON: Appropriation to fund the purchase of uniforms and travel expenditures for law enforcement personnel.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-53215 District Clerk 8. A.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Laura Hinojosa, DISTRICT CLERK

Submitted By: Ricardo Contreras, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

Discussion, consideration and approval to increase change fund from $ 200.00 to $400.00, in accordance with Texas Local Government Code 130.902.

BACKGROUND

CORRECTION: Approval to increase the change fund from $250 to $450

The request for increase in the change fund is due to the increase in e-filing transactions, which are paid with credit/debit cards associated to attorney accounts. Hence, cash transactions have decreased minimizing the amount of cash flow and change available to process transactions paid with bills of high denomination.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Approval to increase the Change Fund.

Attachments

letters

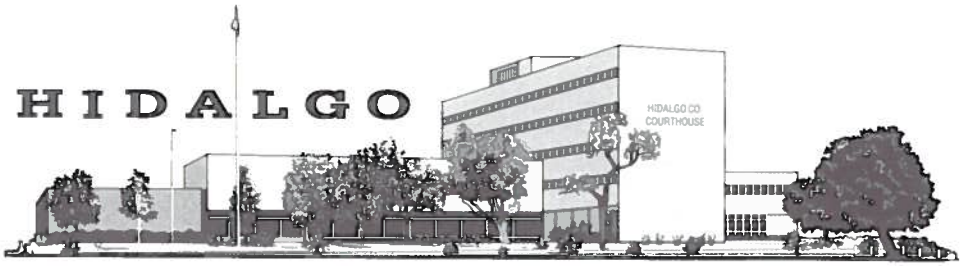
Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 03:48 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Ricardo Contreras Started On: 01/29/2016 02:53 PM

Final Approval Date: 01/29/2016

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

February 2, 2016

The Honorable Laura Hinojosa
Hidalgo County District Clerk
100 N. Closner
Edinburg, TX 78539

Re: Change Fund
Local Government Code Section 130.902

Dear Ms. Hinojosa:

We have reviewed your request and have approved the change fund increase from $250.00 to $450.00 for the District Clerk's Office, as you requested. The change fund will be distributed as stated on your letter dated January 29, 2016.

According to Local Government Code Section 130.902, "The Commissioner's Court of a county may set aside from the general fund of the county an amount approved by the County Auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are made by the official. On the recommendation of the county auditor, the Commissioner's Court may increase or decrease the change fund at any time."

Please submit this letter to Commissioner's Court requesting the change fund increase for a total of $200.00. Once Commissioner's Court approves the increase of $200.00, please request a check from the Hidalgo County Auditor's- Accounts Payable Division to be made payable to "Laura Hinojosa, Hidalgo County District Clerk".

You will be responsible for this change fund. The change fund should be accounted for on a daily basis and safeguarded under lock and key. Please be reminded that this change fund is not to serve as petty cash or comingled with personal funds.

If you have any questions, do not hesitate to call Yvonne Torres, Revenue Audit Supervisor, at 318-2511 ext. 4642, or Arcy B. Duran, CPA, Director of Audit, at ext. 4645.

Respectfully,

Ray Eufracio, CPA
Hidalgo County Auditor

Enclosure

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.

HIDALGO COUNTY DISTRICT CLERK

LAURA HINOJOSA

January 29, 2016

Mr. Ray Eufracio, CPA
Hidalgo County Auditor
2808 S. Business Highway 281
Edinburg, Texas 78539

RE: District Clerk Office Change Fund

Dear Mr. Eufracio:

The district clerk office is hereby requesting the county's authorization to increase our office change fund from $250 to $450.

Over-the-counter cash transactions have decreased significantly due to e-filing, which has minimized the amount of cash flow and change available to process transactions paid with bills of high denomination. The increased change fund would curtail the number of trips to the bank our office is required to make at any given time.

The change fund would be distributed internally as follows:

Employees	Current Change Fund	Increased Change Fund
2 Trust Clerks	$50 ($25 ea.)	$50/Special Registry Acct.
Cashier 1 – Virgina Granados	$100	$200/Fee Acct.
Casher 2 – Melinda Sotuyo	$100	$200/Fee Acct.
Total:	$250	$450

We greatly appreciate your assistance and full consideration regarding the matter. Upon approval Mrs. Hinojosa will proceed to submit an agenda item for commissioners' court review and authorization in accordance with Texas Government Code 130.902.

Thank you for your time and attention. Please let me know if you have any questions or require additional information.

Respectfully,

Laura Hinojosa

Laura Hinojosa
Hidalgo County District Clerk

P.O. BOX 87 EDINBURG, TEXAS 78540 districtclerk@co.hidalgo.tx.us OFFICE (956) 318-2200 FAX (956) 318-2251

Nilda VanHook, CHIEF DEPUTY
Ricardo Contreras, CHIEF OF ADMINISTRATION & PUBLIC INFORMATION
Adriana "Audry" Garcia, ASSISTANT CHIEF DEPUTY
Sabrina S. Guerra, SENIOR ACCOUNTANT
Oneida Lamas, DEPUTY DISTRICT CLERK SUPERVISOR
Stephanie Palacios, BUDGET & PROCUREMENT OFFICER
Aida Villarreal, CHIEF OF APPEALS

AI-53113 County Clerk 9. A.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Daniel Gonzalez, COUNTY CLERK

Submitted By: Daniel Gonzalez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Presentation of annual report regarding collections of court fines and fees by Hidalgo County Clerk Collections Department for year 2015.

BACKGROUND

Fiscal Impact

Attachments

Collections Spreadsheet

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 10:11 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Daniel Gonzalez Started On: 01/25/2016 04:29 PM

Final Approval Date: 01/29/2016

HIDALGO COUNTY CLERK COLLECTIONS DEPARTMENT

Prepeared by:

County and District Collections 2004-2015

Juan Perez,Supervisor

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
TOTAL	**4,224,267.00**	**4,332,623.00**	**4,312,949.00**	**4,059,706.00**	**3,643,529.00**	**$3,589,854.00**	**$3,464,878.00**	**$3,272,192.00**	**$3,592,826.00**	**$3,812,749.00**	**$4,063,644.00**	**$4,195,503.00**	
Increase or decrease from prior year		**$108,356.00**	**-$19,674.00**	**-$253,243.00**	**-$416,177.00**	**-$53,675.00**	**-$124,976.00**	**-$192,686.00**	**$320,634.00**	**$219,923.00**	**$250,895.00**	**$131,859.00**	

9

THE OFFICE OF

ARTURO GUAJARDO, JR.

HIDALGO COUNTY CLERK

Collections Department Annual Presentation

County Clerk Collections Department

Overview

To highlight and illustrate the statistical data for the past year by the County Clerk Collections Department. Bringing to the forefront the upward trend in County and District Courts collected fines and fees primarily influenced by implementation of collection programs. Showcasing the accomplishments of the top three collectors of the year as well as the amounts they contributed. To recognize those who work in conjunction with the department.

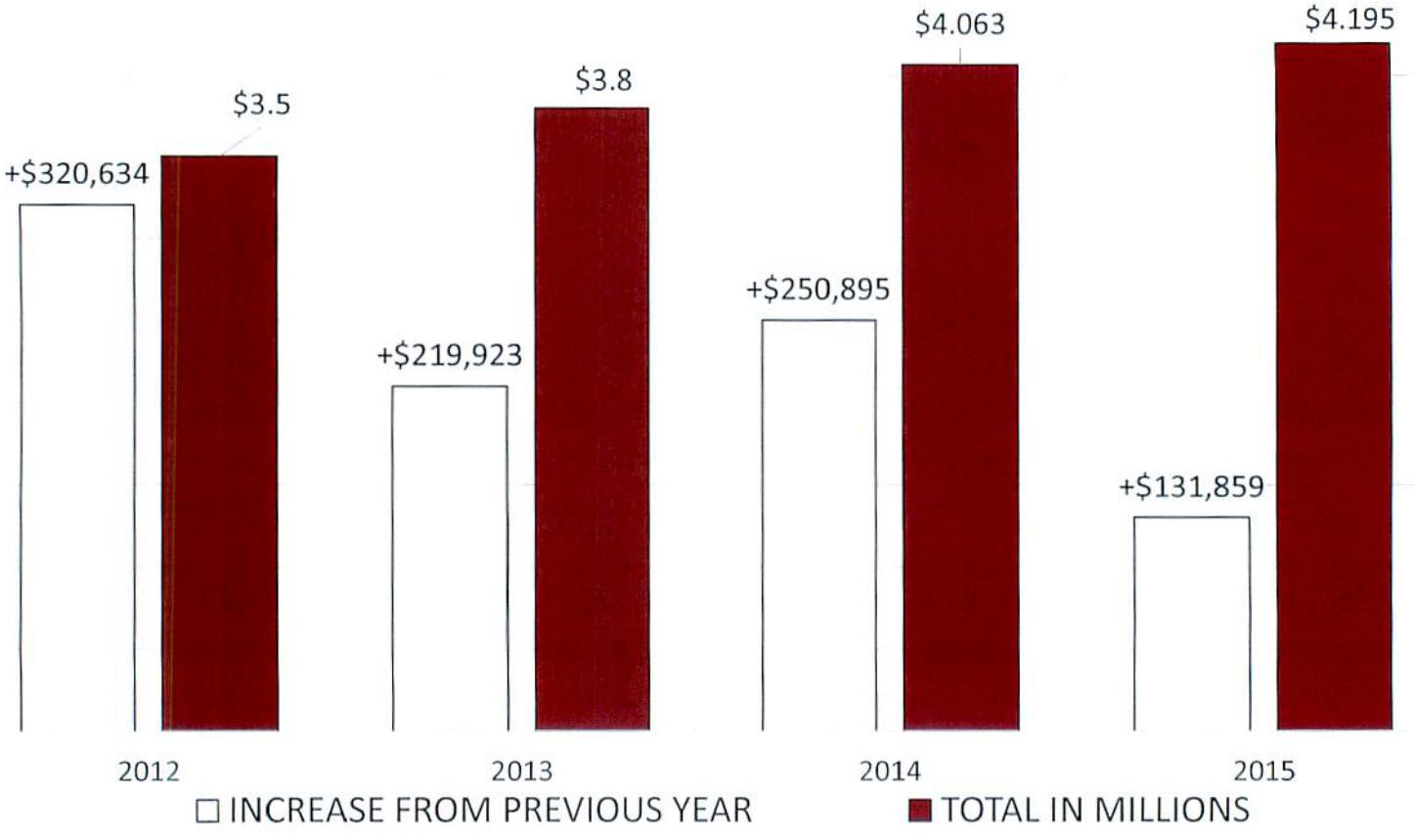
Rising Numbers

2015 proved to be a record year for the County Clerk Collections Dept. in the sense that it totaled its highest amount of court fines and fees collected since 2006, $4,195,503. Equally of importance is the fact that it marks the second year in a row in which the department surpassed $4 million in collected monies since 2006-2007.

Tools of the Trade

The implementing of two collecting programs has proven to pay dividends as reflected by rising end-of-year totals since they were started. Omnibase Services of Texas, which is a program that will place a hold on Driver's License renewal for violators with outstanding fees, was started in 2011. Also, the Scofflaw Program, which puts a similar hold on motor vehicle registration and is placed by the Tax-Assessor's Office, was started in 2013. Both programs cost zero tax payer dollars as they are fully automated and their influence is evident in the rise in monies collected since being implemented by the County Clerk's Office.

Illustration of Increase



Top Three Collectors of the Year

Utilization of technology such as the aforementioned collecting programs are helpful tools at the disposal of the collectors. However, the task of actually collecting and how much will be collected falls solely on the human aspect of the department. Sylvia L. Reyes ($636,138), Sylvia G. Gallegos ($593,223) and Lavinia Montalvo ($587,802) were the top three collectors for the County Clerk's Collections Department for the year 2015. Reyes has been the top office collector for the past 5 years and has also been recognized state-wide as the Governmental Collectors Association of Texas (GCAT) Collector of the Year for 2012 and 2013. She's also nominated for 2015.

Cooperation Between Departments

As is apparent in all forms of local government, synergy between the different entities is crucial for achieving the ultimate goal of serving the public. The Office of Arturo Guajardo, Jr. is no different and would like to recognize those contributing members.

-County and District Courts

-District Clerk's Office

-Justices of the Peace

-Tax-Assessor Collector's Office

In Closing

It is with the most sincere gratitude that the Office of Arturo Guajardo, Jr. commends the Commissioner's Court of Hidalgo County for their dedication to providing this office with all the tools it requires to fully execute its duties to better serve the public. We are very appreciative for the assistance and commitment they have provided the County Clerk's Office.

The Office of Arturo Guajardo, Jr.

Hidalgo County Clerk

Sheriff's Office 10. A.

AI-53224

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Gabriel Castaneda, SHERIFF DEPT.
Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.
Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of correction to the grant FY 2016 STEP – Impaired Driving Mobilization Grant in the amount of $40,926.91, which includes a match of $8,139.85.
2. Approval of Revised Certification of Revenues as certified by the County Auditor for the FY 2016 STEP-Impaired Driving Mobilization Grant.
3. Approval to appropriate the corrected budget for the FY 2016 STEP – Impaired Driving Mobilization Grant in the amount of $40,926.91.

BACKGROUND

Grant period is for period of 12/1/15 to 9/30/16. Includes match of $8,139.85 (mileage) for total of $40,926.91.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 5-1284-421-00-280-029-6-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

Match amount of $8,185.39 (6-1100-491-01-000-284-6-891) Misc. Revenue (Mileage) of $8,185.39 (6-1100-360-00-000-000-0-000)

Attachments

COR
revised

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/29/2016 04:36 PM
Budget & Management	Veronica Ortiz	01/29/2016 05:13 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 01/29/2016 04:12 PM
Final Approval Date: 01/29/2016

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

January 29, 2016

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 § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners 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 Texas Department of Transportation. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$40,926.91	STEP FY2016 – Impaired Driving Mobilization Grant

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

2/1/16
Date

THE COUNTY OF HIDALGO TEXAS

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.

AI-53224 **Sheriff's Office 10. A.**
CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Gabriel Castaneda, SHERIFF DEPT.
Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.
Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of correction to the grant FY 2016 STEP – Impaired Driving Mobilization Grant in the amount of $40,926.91, which includes a match of $8,139.85.
2. Approval of Revised Certification of Revenues as certified by the County Auditor for the FY 2016 STEP-Impaired Driving Mobilization Grant.
3. Approval to appropriate the corrected budget for the FY 2016 STEP – Impaired Driving Mobilization Grant in the amount of $40,926.91.

BACKGROUND

Grant period is for period of 12/1/15 to 9/30/16. Includes match of $8,139.85 (mileage) for total of $40,926.91.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1284-421-00-280-029-6-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** Y

BUDGETARY IMPACT:

Match amount of $8,185.39 (6-1100-491-01-000-284-6-891) Misc. Revenue (Mileage) of $8,185.39 (6-1100-360-00-000-000-0-000)

Attachments

REVISED BA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/29/2016 04:36 PM
Budget & Management		
Auditor's Office		
Purchasing Department		
Form Started By: Maria Del Rosario Gonzalez		Started On: 01/29/2016 04:12 PM

DATE: January 29, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: FY 2016 STEP - Impaired Driving Mobilization Grant
ACCOUNT NUMBER: 5-1284-421-00-280-029-6-131

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-029-6-131	Overtime Pay	24,351.60
5-1284-421-00-280-029-6-220	FICA	1,862.90
5-1284-421-00-280-029-6-230	Retirement	2,571.53
5-1284-421-00-280-029-6-250	Unemployment Comp.	146.11
5-1284-421-00-280-029-6-260	Worker's Comp.	759.77
5-1284-421-00-280-029-6-581	In-County Travel	11,235.00
	TOTAL APPROPRIATIONS	40,926.91
5-1284-331-11-280-029-6-000	FY 2016 STEP- Impaired Driving Mobilization Grant	32,741.52
5-1284-391-01-000-100-6-000	Transfer in -General Fund (Do not post)	8,185.39
	TOTAL REVENUES	40,926.91
5-1100-491-01-000-284-6-891	Transfer out-Grants LVL 4 (Do not post)	8,185.39

REASON: **To appropriate the correct budget for the overtime hours under the FY 2016 STEP Grant.**

Funding period is December 1, 2015 to September 30, 2016.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 29, 2016

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: FY 2016 STEP - Impaired Driving Mobilization Grant

ACCOUNT NUMBER: 5-1284-421-00-280-029-6-131

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-029-6-131	Overtime Pay	24,351.60
5-1284-421-00-280-029-6-220	FICA	1,862.90
5-1284-421-00-280-029-6-230	Retirement	2,571.53
5-1284-421-00-280-029-6-250	Unemployment Comp.	146.11
5-1284-421-00-280-029-6-260	Worker's Comp.	759.77
5-1284-421-00-280-029-6-581	In-County Travel	11,235.00
	TOTAL APPROPRIATIONS	40,926.91
5-1284-331-11-280-029-6-000	FY 2016 STEP- Impaired Driving Mobilization Grant	32,741.52
5-1284-391-01-000-100-6-000	Transfer in -General Fund	8,185.39
	TOTAL REVENUES	40,926.91
5-1100-415-00-115-002-0-899	Co Wide Adm-Contingency	(8,185.39)
5-1100-491-01-000-284-6-891	Transfer out-Grants LVL 4	8,185.39

REASON: **To appropriate the correct budget for the overtime hours under the FY 2016 STEP Grant.**

Funding period is December 1, 2015 to September 30, 2016.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-53125 Sheriff's Office 10. B.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of memorandum of understanding between the Weslaco Police Department and the Hidalgo County Sheriff's Office for disposing of forfeited contraband in reference to Case No. C-3044-15-D, in accordance with the local agreement between the Hidalgo County District Attorney's Office and the Hidalgo County Sheriff's Office.
2. Approval and authorization for County Sheriff, as law enforcement official, to sign agreement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

From MOU:
Hidalgo County Sheriff's Office and the Law Enforcement Agency agree that all costs involved in the forfeiture of the above
mentioned contraband shall be paid first, and that after distribution to the STATE's ATTORNEY, **the remaining sum to be divided**
according to the percentages in this agreement. Both parties above mentioned further agree that percentages will be determined prior to payment of cost.

Attachments

WESLACOPD.MOU.

A

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	01/26/2016 02:16 PM
Budget & Management	Veronica Ortiz	01/28/2016 10:14 AM
Manuel Chapa	Manuel Chapa	01/29/2016 02:32 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Emilia Uriegas Started On: 01/26/2016 10:34 AM
Final Approval Date: 01/29/2016

MEMORANDUM OF UNDERSTANDING

STATE OF TEXAS

COUNTY OF HIDALGO

This Interlocal Agreement is entered into by and between the HIDALGO COUNTY SHERIFF'S OFFICE, hereinafter referred to as SHERIFF'S OFFICE, the WESLACO POLICE DEPARTMENT, hereinafter referred to as LAW ENFORCEMENT AGENCY. The terms of this agreement are based on the current local agreement between the OFFICE OF CRIMINIAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS, hereinafter referred to as STATE'S ATTORNEY and the SHERIFF'S OFFICE, incorporated by reference and attached herein as Exhibit "A". The terms are as follows:

I. Parties, hereinafter mentioned, desire to enter into an agreement to dispose of forfeited contraband pursuant to Chapter 59 of the Texas Code of Criminal Procedure in connection with **CASE NO. C-3044-15-D**.

II. All property found to be contraband pursuant to Article 59.01 of the State of Texas, with the attorney representing the State as an agent for the State, shall be subject to this agreement.

III. Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure mandates that a local agreement be reached between the attorney representing the State and the SHERIFF'S OFFICE to effect the disposition of contraband.

IV. To the extent property forfeited to the STATE'S ATTORNEY in connection with **CASE NO. C-3044-15-D**, the parties agree to pay all costs related to the seizure and forfeiture as per the terms of the current local agreement between the STATE'S ATTORNEY and the SHERIFF'S OFFICE, incorporated by reference and attached herein as Exhibit "A".

1. After distribution to the STATE'S ATTORNEY, proceeds from the forfeited property shall be distributed to the SHERIFF'S OFFICE in accordance with the current local agreement between the STATE'S ATTORNEY and the SHERIFF'S OFFICE.

2. SHERIFF'S OFFICE shall thereafter distribute and/or divide the forfeited proceeds as follows:

DISTRIBUTION	PARTIES
50%	Weslaco Police Department
50%	Hidalgo County Sheriff's Office

HIDALGO COUNTY SHERIFF'S OFFICE and the LAW ENFORCEMENT AGENCY agree that all costs involved in the forfeiture of the above mentioned contraband shall be paid first, and that after distribution to the STATE'S ATTORNEY, the remaining sum to be divided

according to the percentages in this agreement. Both parties above mentioned further agree that percentages will be determined prior to payment of cost.

Contraband shall be considered forfeited to the State once a forfeiture judgment has become final and no Motion for New Trial or Notice of Appeal has been taken.

Interest accumulated from any contraband shall be distributed in the same manner and used for the same purpose as the principal pursuant to any applicable local agreements and Article 59.08 (b) of Chapter 59 of the Texas Code of Criminal Procedure.

The term of this agreement shall be applicable **only** to the seizure of July 03, 2015, **CASE NO. C-3044-15-D**. This agreement may be terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon date specified in such notice. Any pending forfeitures under this agreement filed prior to the termination date, however, shall not be affected by such notices.

SIGNED, this day 05 day of January ~~2015.~~ 2016

Weslaco Police Department

Hidalgo County Sheriff's Office

APPROVED AS TO FORM:

Hidalgo County District Attorney's Office

By: _____
Victor M. Garza, Assistant DA

Date: 1/20/16

EXHIBIT "A"

STATE OF TEXAS)

) **LOCAL AGREEMENT**

COUNTY OF HIDALGO)

This **LOCAL AGREEMENT** is entered into, by and between the HIDALGO COUNTY SHERIFF'S OFFICE, located in Hidalgo County, Texas, hereinafter called "LAW ENFORCEMENT AGENCY", and the Office of Criminal District Attorney of Hidalgo, Texas, hereinafter called "STATE'S ATTORNEY". This agreement supersedes any and all other prior local agreements and will apply to all pending forfeiture cases filed on or after the date this agreement is signed.

I. The Parties hereto desire to enter in an agreement to dispose of forfeited "contraband", pursuant to Chapter 59 of the Texas Code of Criminal Procedures;

II. All property found to be "contraband" pursuant to Article 59.01, 59.02 of the Texas Code of Criminal Procedure, with the State's Attorney representing the state as agent for the state, shall be subject to this local agreement;

III. The Criminal District Attorney of Hidalgo County, Texas (State's Attorney) represents the State of Texas regarding forfeiture of "contraband" seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure; and

IV. Article 59.06 of the Texas Code of Criminal Procedure mandates that a local agreement be reached between the State's Attorney, acting as an agent of the state, and the Law Enforcement Agency to effect the disposition of contraband forfeited to the state.

THEREFORE, this LOCAL AGREEMENT is hereby made and entered into by the LAW ENFORCEMENT AGENCY and the STATE'S ATTORNEY for the mutual considerations stated herein, and the following is understood and agreed to by the parties;

In consideration for services associated with forfeitures of contraband, the Law Enforcement Agency agrees to pay all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs in the forfeiture of vehicles and all other personal property, as outlined below. This clause does not pertain to the forfeiture of real estate, currency, banking accounts and negotiable instruments which is detailed more fully below as to the disposition of costs and which agency will pay same.

1. **PERSONAL PROPERTY**, including, but not limited to vehicles, laptops, computers, cell phones, weapons, etc., and all other personal property to be forfeited to the Law Enforcement Agency and the State's Attorney pursuant to this Agreement, then the forfeited property shall be divided as follows:

    - If personal property, including vehicles retained by the Law Enforcement Agency are to be sold, net proceeds from the sale of said property, after deduction of costs above described, is to be divided as follows: 75% to the Law Enforcement Agency and 25% to the State's Attorney.
    - If personal property, including passenger vehicles, pick-ups trucks, sport utility vehicles, vans, tractor trailers, etc., are to be used for law enforcement purposes pursuant to Article 59.06 (b) of the Texas Code of Criminal Procedures, the Law Enforcement Agency shall obtain the title of said vehicles and will be solely

responsible for their use and maintenance. The State's Attorney will not retain an interest in said vehicles and will be completely absolved of any liability.

- If personal property, including vehicles that are retained by the Law Enforcement Agency for law enforcement purposes are at any time decommissioned and then sold, net proceeds from the sale of said property, after deduction of costs above described, is to be divided as follows: 75% to the Law Enforcement Agency and 25% to the State's Attorney.

All property seized in accordance with this Agreement, with the exception of currency, bank accounts, negotiable instruments, and jewelry, shall be kept in the possession of the Law Enforcement Agency. The Law Enforcement Agency shall be responsible for the upkeep and maintenance of said property and the State's Attorney will be completely absolved of any liability.

The parties further agree that the Law Enforcement Agency shall account for all seized property in their possession until the property is disposed of by court order. Disposition of all property shall comply with Article 59 of the Texas Code of Criminal Procedure.

All other personal property, not suitable for nor desired for use, pursuant to Article 59 of the Texas Code of Criminal Procedure, shall be forfeited to the State's Attorney, as an agent for the State of Texas, and shall be sold at public auction. The net proceeds of said sale of said property, after deduction of sale expenses, shall be divided as follows: 60% to the Law Enforcement Agency and 40% to the State's Attorney.

For the purposes of this Agreement, the definition of "Personal Property" includes, but is not limited to, vehicles of all types, weapons, laptops, computers, cell phones, jewelry, gold, and other precious metals and tangible objects of value. The Law Enforcement Agency and the State's Attorney reserve the right to negotiate unique individual agreements on a case by case basis to satisfy special requirements; however, if an agreement cannot be reached, this local agreement shall be binding.

2. **REAL ESTATE**, upon sale of real estate, all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs shall be paid or credited to the Law Enforcement Agency if such cost have been previously paid by the Law Enforcement Agency, from the final sum received, with the remaining amounts disbursed to the Law Enforcement Agency and the State's Attorney as agreed upon for CURRENCY, BANKING ACCOUNTS and NEGOTIABLE INSTRUMENTS in Paragraph 3 below.

3. **CURRENCY, BANKING ACCOUNTS, and NEGOTIABLE INSTRUMENTS**, upon being awarded to the State via court order, are to be disbursed and divided up as follows, after the payment of costs:

Amount	Law Enforcement Agency	State's Attorney
Over $50,000.00	70%	30%
Less than $50,000.00	60%	40%

4. **JEWELRY** will be sold and its proceeds divided as follows:
60% to the Law Enforcement Agency and 40% to the State's Attorney.

Currency, bank accounts, negotiable instruments and jewelry shall be held and maintained by the State's Attorney pending final disposition via court order. However, the parties agree that the State's Attorney may exercise discretion and allow the Law Enforcement Agency to maintain physical possession of the currency, bank account, negotiable instruments and jewelry where feasible.

The State's Attorney agrees that remaining contraband, after retention of the above stated portion for the State's Attorney, shall be retained by the Law Enforcement Agency for law enforcement purposes only.

The Law Enforcement Agency and the State's Attorney agree that all costs involved in the forfeiture of the above mentioned money and property shall be paid first and the remaining sum shall be divided and disbursed according to the provisions contained within this agreement. The parties further agree that the percentages will be determined prior to the payment of costs.

In the event costs to prosecute forfeiture of "contraband" seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure, including court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs exceed the net proceeds of the sale of said contraband, the State's Attorney agrees to pay 50% and the Law Enforcement Agency agrees to pay 50% of those costs.

This agreement shall apply to all money and/or property seized and all money or property sold by the said Law Enforcement Agency on or after the date this agreement is signed. Money and property shall be considered forfeited to the State once a forfeiture judgment has become final, and no Motion for New Trial or Notice of Appeal has been taken.

Proceeds from the sale of real, personal, tangible or intangible property subject to this Agreement shall be apportioned within thirty (30) days of said sale, or pursuant to any other agreements reached between the parties. Distribution to each party shall be made according to this Local Agreement and Article 59.06(a) of the Texas Code of Criminal Procedure.

The term of this agreement shall be for a period of one (1) year upon execution. This Agreement shall automatically be renewed on a yearly basis after the initial one (1) year term. This Agreement may be terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. Any pending forfeiture under this Agreement, filed prior to the termination date, however, shall not be affected by such notices.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery, in writing or by certified mail. Mailed notices shall be addressed to the parties at the addresses appearing below, and any change of address must be made by written notice in accordance with this section. Mail notices shall be deemed communicated as of three (3) days after mailing or upon certified mail receipt.

Notice to State's Attorney:	100 N. Closner, Room 303 Hidalgo County Courthouse Edinburg, Texas 78539
Notice to Law Enforcement Agency:	711 El Cibolo Road Edinburg, Texas 78541

The Law Enforcement Agency further agrees to pay all costs incurred if the forfeiture action does not result in the property being found to be contraband.

The Law Enforcement Agency agrees to return all real, personal, tangible or intangible property or proceeds therefrom, if a bill of review is successfully taken against the State.

HIDALGO COUNTY SHERIFF'S OFFICE

By:_____ 6/19/15
J.E. "Eddie" Guerra, Sheriff — Date

OFFICE OF CRIMINAL DISTRICT ATTORNEY, HIDALGO COUNTY, TEXAS

By:_____ 6/25/15
Ricardo Rodriguez, Jr., Hidalgo County District Attorney — Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office
By:_____ Date: 6/25/15
Josephine Ramirez Solis, Assistant DA

AI-53054 Sheriff's Office 10. C.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Operation Stonegarden (1284):
Authorization and approval to de-obligate $30,000.00 of Sheriff's Office Operation Stonegarden 2014 overtime funds to allocate to Mission Police Department.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: See below

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

BUDGETARY IMPACT:

Funds available as of 1-22-16, pending annual budget carry over by the Auditor's Office.

De-obligate - SO
6-1284-421-00-280-047-7-131 (30,000)
6-1284-331-12-280-047-7-000 (30,000)

Allocate – Mission Police dept.
6-1284-480-00-280-054-7-131 30,000
6-1284-331-12-280-054-7-000 30,000

Attachments

Backup Approval
Request letter
BA HCSO
BA Mission Pd

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/21/2016 11:57 AM

Budget & Management	Veronica Ortiz	01/22/2016 09:39 AM
Manuel Chapa	Manuel Chapa	01/22/2016 04:47 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 01/21/2016 09:49 AM

Final Approval Date: 01/29/2016

Rosie Gonzalez

From: Mendez, Arturo [Arturo.Mendez@dps.texas.gov]
Sent: Wednesday, January 20, 2016 3:27 PM
To: Maria Gonzalez
Cc: Ding, Jiewei; RESENDEZ, JAVIER K; andres.caballero@cbp.dhs.gov
Subject: FW: Hidalgo County funds transfer request OPSG 14
Attachments: OPSG 14 Letter to move monies to Mission PD.pdf

Importance: High

Rosie,

The SAA has made the necessary changes in our tracking spreadsheet and SPARS to adjust the OPSG funding amounts for Hidalgo County and the City of Mission. The city now has the additional $30,000.00 available to them.

If you have any questions or need more information, please let me know.

Thank You,
Arturo O. Mendez
512-936-2238
Arturo.mendez@gov.texas.gov

From: Arturo Mendez [mailto:Arturo.Mendez@gov.texas.gov]
Sent: Tuesday, January 19, 2016 8:06 AM
To: Ding, Jiewei; Mendez, Arturo
Subject: FW: Hidalgo County funds transfer request OPSG 14
Importance: High

Jerry,

FYI.

I have already updated the spreadsheet. We still need to make adjustment in SPARS.

-Arturo

From: RESENDEZ, JAVIER K [mailto:JAVIER.K.RESENDEZ@CBP.DHS.GOV]
Sent: Tuesday, January 19, 2016 6:36 AM
To: Arturo Mendez <Arturo.Mendez@gov.texas.gov>
Cc: CABALLERO, ANDRES <ANDRES.CABALLERO@CBP.DHS.GOV>
Subject: FW: Hidalgo County funds transfer request OPSG 14
Importance: High

Art,

RGV concurs with the request to transfer monies from Hidalgo County to Mission PD.

Thank you,

Javier K. Resendez
Supervisory Border Patrol Agent
RGV LEO Division
Integrated Planning Team (IPT)
Operation Stonegarden
4400 S Expressway 281
Edinburg, Tx 78542
Office: 956-289-4961
BB: 956-466- 2923
JAVIER.K.RESENDEZ@cbp.dhs.gov

From: RGV-IPT
Sent: Friday, January 15, 2016 3:38 PM
To: ESQUIVEL, RODOLFO; SALDANA, MAURICIO; RESENDEZ, JAVIER K; GARCIA, RICARDO
Subject: FW: Hidalgo County funds transfer request OPSG 14
Importance: High

From: Rosie Gonzalez
Sent: Friday, January 15, 2016 3:35:22 PM (UTC-06:00) Central Time (US & Canada)
To: RGV-IPT
Cc: 'gabriel.castaneda'; Richard.Ozuna@hidalgoso.org; 'Raul Cantu '
Subject: Hidalgo County funds transfer request OPSG 14

Good afternoon,

Attached is a memo to request a move of funds from Hidalgo County Sheriff's Office to Mission PD.
Mission has nearly exhausted their funds and since will begin operation with Border Patrol they requested additional funds.
As per Arturo Mendez, this needs to be approved by Sector and then forwarded to him at OOG. Once he receives it, he will
make necessary adjustments on the SPARS system.
Should you have any questions, feel free to contact me.

Thanks,

Rosie Gonzalez
Accountant III
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX 78542
Main: (956) 383-8114
Office: (956) 292-2950
Fax: (956) 393-6027
email: rosieg@hidalgoso.org

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

January 12, 2016

To: Manuel Padilla
Chief Patrol Agent
Rio Grande Valley Sector Headquarters

Thru: Javier K. Resendez
United States Border patrol
Rio Grande Valley Sector
Program Manager, Operation Stonegarden

RE: Transfer of funds under 2014 OPSG Funds

Dear Chief Padilla,

The 2014 Operation Stonegarden performance grant period will end May 31, 2016. Total funding awarded to Hidalgo County under Operation Stonegarden 2014 was $4,674,438.00. These funds were shared with seventeen (17) local law enforcement agencies which were invited to participate in 2014 Operation Stonegarden.

The Mission Police Department was awarded $300,000.00; however, they have nearly exhausted their funds and will begin an operation in conjunction with Border Patrol. The Hidalgo County Sheriff's Office is respectfully requesting authorization to make the following changes in the funding in order to assist Mission Police Department with costs of overtime.

Hidalgo County Sheriff's Office (HCSO):

(30,000.00) (Overtime from Hidalgo County Sheriff's Office (HCSO)
($30,000.00) Total De-obligation

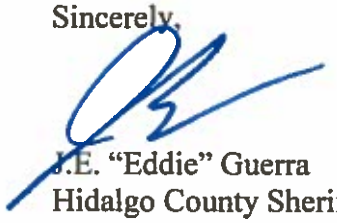
$30,000.00 (Overtime) to Mission Police Department
$30,000.00 Total Appropriation

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

$30,000.00 TOTAL

Your attention to this request will be greatly appreciated since time is of the essence in this request.

Sincerely,



J.E. "Eddie" Guerra
Hidalgo County Sheriff

DATE: January 21, 2015

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: Operation Stonegarden FY2014

ACCOUNT NUMBER: 6-1284-421-00-280-047-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-421-00-280-047-7-131	Operation Stonegarden --Overtime	(30,000.00)
6-1284-331-12-280-047-7-000	Operation Stonegarden--Revenues	(30,000.00)

TOTAL DEOBLIGATION **(30,000.00)**

REASON: **To de-obligate $30,000.00 in the 2014 Operation Stonegarden Sheriff's Office grant budget and transfer amounts to the 2014 Operation Stonegarden Mission PD Grant.**

Grant Number: 2014-SR-48215-01

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

DATE: January 21, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Mission
ACCOUNT NUMBER: 6-1284-480-00-280-054-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-480-00-280-054-7-131	Stonegarden City of Mission--Overtime	30,000.00

	TOTAL APPROPRIATIONS	30,000.00
6-1284-331-12-280-054-7-000	Operation Stonegarden 2014--City of Mission	30,000.00
	TOTAL REVENUES	30,000.00

REASON: **To appropriate additional funds for the Operation Stonegarden 2014 Sub-Repicient Grant Award to the City of Mission from the Department of Homeland Security FEMA. HCSO transferring Overtime funds to Mission PD.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-53053

Sheriff's Office 10. D.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Richard Ozuna, SHERIFF DEPT.
Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.
Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office - LBSP FY17 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY17 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through egrants.
2. Authorization for County Judge, as authorized official, to e-sign application under egrants as authorized official.

BACKGROUND

Grant will be administered by the Office of the Governor's Homeland Security Grants Division (HSGD).

Fiscal Impact

FISCAL YEAR: SEE BELOW ACCT. #: SEE BELOW
FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?: NO

BUDGETARY IMPACT:
County fiscal/calendar year: 7
Grant fiscal year: 7
Account fiscal year: 7
Grant period: October 1, 2016 to August 31, 2017

Approval to apply...

EXPENDITURE ACCOUNT: 6-1284-421-00-280-080-7-XXX

REVENUE ACCOUNT: 6-1284-334-10-280-080-7-000 SHERIFF'S LBSP-REVENUES

No matching funds required.

The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compensation fringe benefits. All other fringe benefits will be reclassified to the

Sheriff's general fund account (6-1100-421-00-280-001-0-XXX)

Attachments

LBSP 17

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/21/2016 10:44 AM
Budget & Management	Veronica Ortiz	01/22/2016 09:39 AM
Manuel Chapa	Manuel Chapa	01/22/2016 04:23 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 01/21/2016 09:24 AM

Final Approval Date: 01/29/2016

Welcome My.Home My.Profile My.Mail.Home Apply My.Password Logout

General Information and Instructions

View Introduction

View Instructions

- Select a funding opportunity and then click the **Apply** button to create a grant application proposal.

Funding Agency

Select your desired funding agency: Homeland Security Grants Division (HSGD)

Organization Type

Select your type of organization. Then, if prompted, select any additional information that applies for this proposed project:

County

- (•) applying to provide homeland security services
- ( ) applying to provide services to all others

Type of Project

Select one or more general categories below that best describes your proposed project.

- [x] Law Enforcement
- [ ] Prosecution and Court Services
- [ ] Homeland Security

Search for Funding Opportunities | Clear Search Criteria

Available Funding Opportunities

OOG is now accepting applications for the following opportunities.

Funding Opportunity RFA (if applicable)	Fund Source	Opportunity Open Date	Opportunity Close Date	Apply
8L17 Local Border Security Program (LBSP)	BL-Local Border Security Program (LBSP)	1/15/2016	4/1/2016	Apply

You are logged in as **User Name**: richardozuna

Executive Office 11. A.

AI-53233

CC - REGULAR
Meeting Date: 02/03/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion & action naming Clarissa Ramirez as point of contact for the WIC Department

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 05:16 PM
Ivan Cantu	Ivan Cantu	01/29/2016 05:17 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Monica Badillo Started On: 01/29/2016 04:48 PM

Final Approval Date: 01/29/2016

Executive Office 11. B.

AI-53172

CC - REGULAR
Meeting Date: 02/03/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

1. Discussion and action on tax resale bids received on properties
2. Approval of Order for tax resale bids received on the properties

BACKGROUND

Fiscal Impact

Attachments

list
request
oRDER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 11:57 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Monica Badillo Started On: 01/28/2016 10:47 AM
Final Approval Date: 01/29/2016

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
JANUARY 12, 2016 TAX RESALE LIST
HIDALGO COUNTY

SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID
T-752-08-E 1	The East 5 Acres of the South 15 Acres of the North 25 Acres of Lot 5, Section 274, Texas-Mexican Railway Company Survey, Hidalgo County, Texas, According to the Map or Plat Thereof, Recorded in Volume 24, Page 168, Deed Records of Hidalgo County, Texas.	T2100-00-274-0005-28	$157,180.00	$25,000.00
T-2792-09-E 2	0.458 Acre, More or Less, Being a Portion of Lot 3, Section 277, Texas-Mexican Railway Survey, Hidalgo County, Texas, as Described in Deed Dated March 8, 1977, from Santos G. Vasquez etal to Isabel Garces, in Volume 1534, Page 160, Deed Records of Hidalgo County, Texas.	T2100-00-277-0003-12	$26,600.00	$15,000.00
T-0895-13-A 3	The West 107 Feet of the East 357.93 Feet of the South 239 Feet of Lot 18, Kelly-Pharr Subdivision, Hidalgo County, Texas, According to the Map Recorded in Volume 3, Pages 133-134, Deed Records in the Office of the County Clerk of Hidalgo County, Texas.	K2400-00-000-0018-03	$88,145.00	$44,000.00
T-0004-14-H 4	0.51 Acre, More or Less, out of Lot 7, Section 280, Texas-Mexican Railway Company Survey, Hidalgo County, Texas, as Described in Deed Dated November 19, 1984, from Francisco L. Adame, et ux to Elbert Fletchal, in Volume 2063, Page 251, Official Records of Hidalgo County, Texas.	T2100-00-280-0007-20	$18,010.00	$500.00
T-2636-09-H 5	Block 101, Original Townsite to the City of Hargill, Hidalgo County, Texas, as Described in Volume 1793, Page 235, Deed Records of Hidalgo County, Texas.	H1200-00-101-0000-00	$25,375.00	$600.00
T-193-10-C 6	1.0 Acre, More or Less, Situated in the South 10.00 Acres of the North 20.00 Acres of Lot 42, Ramseyer Gardens Subdivision, a Subdivision in Hidalgo County, Texas, as Described in Deed Dated April 1, 2009, from Tip O'Tex Realty Co. to United Fund Incorporated of Providence, Rhode Island, in Clerk's File #2010396, Official Records of Hidalgo County, Texas.	R0800-01-000-0042-01	$23,400.00	$1,000.00
T-1131-10-H 7	Lot 14, Block 3, Ruthven Subdivision #2, an Addition to the City of Edinburg, Hidalgo County, Texas, as Described in Volume 2325, Page 962, Official Public Records of Hidalgo County, Texas.	R4750-00-003-0014-00	$11,599.00	$700.00
T-774-11-B 8	5.49 Acres, More or Less, Being the West 1/2 of Lot 102 Ramseyer Gardens No. 2 out of a 8.235 Acres, More or Less, Being the West 1/2 of Lot 102 and the North 1/2 of the West 1/2 of Lot 101, Ramseyer Gardens Subdivision No. 2, Hidalgo County, Texas, as Described in Deed Dated April 9, 1988 from J. D. Reavis to Rafaela H. Williams, Recorded in Volume 2582, Page 965, Deed Records of Hidalgo County, Texas.	R0800-02-000-0102-03	$45,060.00	$32,000.00
T-943-11-B 9	Lot 4, Block 52, Original Townsite Addition, an Addition to the Town of Hargill, Hidalgo County, Texas, as Described in Volume 1576, Page 781, Deed Records of Hidalgo County, Texas.	H1200-00-052-0004-00	$4,590.00	$1,200.00
SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID
T-0793-12-J 10	Lot 70, Engleman Estates Subdivision, a Subdivision in Hidalgo County, Texas, According to the Map or Plat Thereof, Recorded in Volume 24, Page 18, Map Records of Hidalgo County, Texas.	E6450-00-000-0070-00	$18,650.00	$15,700.00
T-3119-12-J 11	Lot 28, Block 121, Original Townsite to the City of Hargill, Hidalgo County, Texas, According to the Map or Plat Thereof, Recorded in Volume 3, Page 46, Map Records of Hidalgo County, Texas.	H1200-00-121-0028-00	$15,575.00	$1,200.00

Total for Hidalgo County $25,016.53

Total for Drain. Dist. No. $2,486.36

Total Amount Collected $27,502.89

LAW OFFICES
OF
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
205 SOUTH PIN OAK AVE.
EDINBURG, TEXAS 78539

Telephone: (956) 383-4500
Facsimile: (956) 383-7820

January 19, 2016

Mr. Ramon Garcia
County Judge, Hidalgo County
2818 S. Business Hwy. 281
Edinburg, Texas 78539

RE: TAX RESALE PROPERTIES

Dear Mr. Garcia:

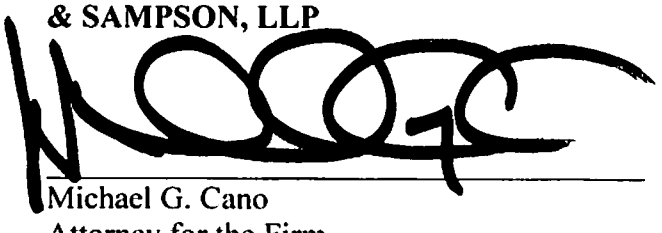
On January 12, 2016, our firm held a Tax Resale at the Hidalgo County Clerk Records Management Facility. We placed 11 previously struck-off properties for resale throughout Hidalgo County and received bids on all of these properties. The resale of these properties was published in several newspapers throughout Hidalgo County.

Enclosed for the consideration of the Commissioner's Court and Drainage District # 1 Board of Directors is an analysis of each bid received, which indicates the amount to be prorated amongst Hidalgo County, Hidalgo County Drainage District # 1 and all other taxing jurisdictions. We are in the process of submitting the resale bids to the City of Edinburg, South Texas Independent School District, South Texas College, Santa Cruz Irrigation District No. 15 and Hidalgo County Irrigation District No. 1 for their consideration.

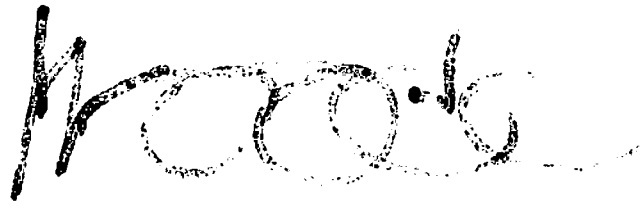
If you have any questions or require further information, please do not hesitate to call me.

Very truly yours,

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP



Michael G. Cano
Attorney for the Firm





Hidalgo County, Texas

TAX RESALE BIDS

LINEBARGER GOGGAN
BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
205 SOUTH PIN OAK AVENUE
EDINBURG, TEXAS 78539
PHONE: 956.383.4500
FAX: 956.383.7820
www.lgbs.com

LAW OFFICES
OF
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
205 SOUTH PIN OAK AVE.
EDINBURG, TEXAS 78539

Telephone: (956) 383-4500
Facsimile: (956) 383-7820

DATE: January 19, 2016

TO: Monica Salinas Badillo
Court Administrator
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539

FROM: Charles Brown, Area Manager
Tax Resale Department

RE: Tax Resale Properties.

Please place the following items on the agenda for your February 2, 2016 Commissioner's Court and Drainage District No.1 meetings.

1. Discussion and action on tax resale bids received on the properties described as follows:

   Please see attached list.

2. Discussion and action on resolution for tax resale bid properties.

ORDER OF THE COMMISSIONERS' COURT OF HIDALGO COUNTY, TEXAS

On the 3rd day of February, 2016, at the Special called meeting of the Hidalgo County Commissioners' Court, a motion was duly made and seconded to resell properties described on the attached list, which were acquired by the County through previous tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same, the County Judge of Hidalgo County, Texas called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED AND ORDERED that the Commissioners' Court of Hidalgo County, Texas approved the bids received on the properties described on the attached list and authorizes the County Judge of Hidalgo County, Texas to execute tax resale deeds conveying the approved properties.

IT IS HEREBY RESOLVED, ORDERED AND SIGNED on this 3rd day of February, 2016.

_____

Ramon Garcia
County Judge
Hidalgo County

ATTEST:

_____

Arturo Guajardo, Jr.
County Clerk
Hidalgo County

Executive Office 11. C.

AI-53103

CC - REGULAR
Meeting Date: 02/03/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 2016 Museum Funding Agreement between County of Hidalgo and the Donna Hooks Fletcher Museum in the amount of $10,000.00

BACKGROUND

Acct. #6-1100-451-32-125-022-0-843
Req #291880

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1100-451-32-125-022-0-843
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Funds available as of 1/25/16.
Req. 291880

Attachments

Donna Agreement
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/26/2016 12:10 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Monica Badillo Started On: 01/25/2016 02:34 PM
Final Approval Date: 01/29/2016

STATE OF TEXAS §
§
COUNTY OF TEXAS §

MUSEUM FUNDING AGREEMENT

This Museum Funding Agreement (the ”Agreement”) is made and entered into on this the ____ day of February, 2016 by and between the County of Hidalgo, Texas, a political subdivision of the State of Texas hereinafter referred to as the “County” and the Donna Hooks Fletcher Museum, a Texas non-profit corporation hereinafter referred to as the “Museum”.

W I T N E S S E T H:

WHEREAS, County is authorized to operate and maintain parks, playgrounds and historical museums, pursuant to Tex. Loc. Gov. Code 331.001, et seq., and may, in connection with the authority to establish museums, acquire and display collections, books, paintings, sculptures, coins and other objects of historical significance to the County; and

WHEREAS, as consideration for the Museum to provide the services of a County historical museum located in Donna, Hidalgo County, Texas which is open to the public, County desires to provide financial support to the Museum; and

WHEREAS, County desires to assist Museum by providing funding for use by the Museum in operating its facilities during the calendar year 2016.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Museum agree as follows:

1. **Obligation of Museum.** During the period of this Agreement, Museum agrees to provide a historical Museum for all persons in Hidalgo County. The Museum will be open to the public on a regular basis on days and at times that are reasonably set by the Board of Trustees of the Museum. Museum agrees to display collections, historical books, paintings, sculptures, coins and other objects or collections of historical significance to the public at the Museum site and agrees to continue to acquire such items, objects and collections of historical significance. In addition, Museum agrees to use the funds provided by County pursuant to this Agreement to operate a historical museum for the purposes of acquiring, constructing, maintaining, and displaying to the public permanent exhibits of historical significance to the County.

2. **Museum Programs.** Museum also agrees to periodically conduct programs related to significant areas of interest in the history of Hidalgo County, Texas during the period of this Agreement.

3. **Consideration.** As consideration for the above and foregoing services that are provided for and on behalf of County, County agrees to pay Museum the sum of Ten Thousand and 00/100ths Dollars ($10,000.00), payable in twelve (12) equal monthly installments, beginning January, 2016 and ending December, 2016.

4. **Term.** The period of this Agreement will be commencing on January 1, 2016 and ending December 31, 2016.

5. **Liability for Museum Operation.** Museum assumes full responsibility and liability for conducting the programs and for any damage to the historical building site, the adjacent improvements occupied by Museum, or any of the personal property located upon the premises, including, but not limited to, all collections and items of historical significance, which may occur as a result of the public's use of the Museum.

6. **Indemnity.** Museum assumes and agrees to hold County harmless from any liability connected with any injury, death or damage to any person or property which may arise from or occur in connection with the maintenance, operation and use of the historic Museum site and any of the adjacent buildings utilized by Museum to perform the services provided by it, pursuant to sections 1 and 2 above. Museum will indemnify and hold County harmless from any and all damage arising from any injury, death or damage which may arise from an injury, death or damage to any person or item of property which occurs as a result of Museum's operation and use of the Museum's property that is utilized to perform and present the services set forth in sections 1 and 2 above. Museum agrees to purchase liability insurance to fully protect it and County from any such injury or damages in at least the amount prescribed by the Texas Tort Claims Act, Tex. Civ. Prac. and Rem. Code §101.001 et seq., as now existing or hereinafter amended, replaced or recorded.

7. **No Restriction on County.** No provision of this Agreement will restrict or deprive County of any powers or other lawful authority which it may presently posses with regard to the establishment or maintenance of other museum or the collection of any items related to the history of Hidalgo County or the South Texas area.

8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by the County and Museum, and not otherwise.

11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County, Texas
Attention: County Judge
P.O. Box 1356
Edinburg, Texas 78540-1356

If to Museum: Donna Hooks Fletcher Museum
Attention: Executive Director
P.O. Box 716
Donna, Texas 78537

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 convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the County does not appropriate sufficient funds to meet the obligations of the County under this Agreement, then County may terminate this Agreement upon ninety (90) days written notice to Museum. County 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 County hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

20. **Record Keeping and Audit.** Museum agrees to maintain records and reports as are necessary to establish the use of County funds under this Agreement for the purposes outlined in section 1 of this Agreement, and agrees to make those records and reports available to the County, and other local, state or federal agency or authority that may exercise jurisdiction over County funds. In addition, Museum agrees to comply with the reasonable requirements and standards of the Hidalgo County Auditor with respect to accounting for and reporting funds provided by County. Funds provided to Museum hereunder must be used in an activity that meets one of the objectives listed in Tex. Loc. Govt. Code §318.011 and 331.001, et. seq.

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

COUNTY OF HIDALGO, TEXAS

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

DONNA HOOKS FLETCHER MUSEUM

By:_____
Chairman, Board of Trustees

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

BY:_____
Josephine Ramirez Solis
Assistant District Attorney

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

RE: Museum Agreements - Donna & Mission

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Tue, Jan 26, 2016 09:09 AM
Subject : RE: Museum Agreements - Donna & Mission 1 attachment
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

Monica,

I have reviewed the attached museum agreements and 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) 292-7609 ext. 8186
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
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****

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Monday, January 25, 2016 2:49 PM
To: Josephine Ramirez
Subject: Museum Agreements - Donna & Mission

Hi Josie,
Can you please review the agreements and advise.
Thank you.

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)

image001.jpg
363 B

Executive Office 11. D.

AI-53104

CC - REGULAR
Meeting Date: 02/03/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 2016 Museum Funding Agreement between County of Hidalgo and the Mission Historical Museum in the amount of $ 10,000.00

BACKGROUND

6-1100-451-32-125-033-0-843
Req#291882

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1100-451-32-125-033-0-843
FUNDS AVAILABLE Y/N?: Y		MATCHING FUNDS Y/N?: N	

BUDGETARY IMPACT:

Funds available as of 1/25/16.
Req 291882

Attachments

Mission Agreement
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/26/2016 12:11 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Monica Badillo Started On: 01/25/2016 02:36 PM
Final Approval Date: 01/29/2016

STATE OF TEXAS §
§
COUNTY OF TEXAS §

MUSEUM FUNDING AGREEMENT

This Museum Funding Agreement (the ”Agreement”) is made and entered into on this the ____ day of February, 2016 by and between the County of Hidalgo, Texas, a political subdivision of the State of Texas hereinafter referred to as the “County” and the Mission Historical Museum, a Texas non-profit corporation hereinafter referred to as the “Museum”.

W I T N E S S E T H:

WHEREAS, County is authorized to operate and maintain parks, playgrounds and historical museums, pursuant to Tex. Loc. Gov. Code 331.001, et seq., and may, in connection with the authority to establish museums, acquire and display collections, books, paintings, sculptures, coins and other objects of historical significance to the County; and

WHEREAS, as consideration for the Museum to provide the services of a County historical museum located in Mission, Hidalgo County, Texas which is open to the public, County desires to provide financial support to the Museum; and

WHEREAS, County desires to assist Museum by providing funding for use by the Museum in operating its facilities during the calendar year 2016.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Museum agree as follows:

1. **Obligation of Museum.** During the period of this Agreement, Museum agrees to provide a historical Museum for all persons in Hidalgo County. The Museum will be open to the public on a regular basis on days and at times that are reasonably set by the Board of Trustees of the Museum. Museum agrees to display collections, historical books, paintings, sculptures, coins and other objects or collections of historical significance to the public at the Museum site and agrees to continue to acquire such items, objects and collections of historical significance. In addition, Museum agrees to use the funds provided by County pursuant to this Agreement to operate a historical museum for the purposes of acquiring, constructing, maintaining, and displaying to the public permanent exhibits of historical significance to the County.

2. **Museum Programs.** Museum also agrees to periodically conduct programs related to significant areas of interest in the history of Hidalgo County, Texas during the period of this Agreement.

3. **Consideration.** As consideration for the above and foregoing services that are provided for and on behalf of County, County agrees to pay Museum the sum of Ten Thousand and 00/100ths Dollars ($10,000.00), payable in twelve (12) equal monthly installments, beginning January, 2016 and ending December, 2016.

4. **Term.** The period of this Agreement will be commencing on January 1, 2016 and ending December 31, 2016.

5. **Liability for Museum Operation.** Museum assumes full responsibility and liability for conducting the programs and for any damage to the historical building site, the adjacent improvements occupied by Museum, or any of the personal property located upon the premises, including, but not limited to, all collections and items of historical significance, which may occur as a result of the public's use of the Museum.

6. **Indemnity.** Museum assumes and agrees to hold County harmless from any liability connected with any injury, death or damage to any person or property which may arise from or occur in connection with the maintenance, operation and use of the historic Museum site and any of the adjacent buildings utilized by Museum to perform the services provided by it, pursuant to sections 1 and 2 above. Museum will indemnify and hold County harmless from any and all damage arising from any injury, death or damage which may arise from an injury, death or damage to any person or item of property which occurs as a result of Museum's operation and use of the Museum's property that is utilized to perform and present the services set forth in sections 1 and 2 above. Museum agrees to purchase liability insurance to fully protect it and County from any such injury or damages in at least the amount prescribed by the Texas Tort Claims Act, Tex. Civ. Prac. and Rem. Code §101.001 et seq., as now existing or hereinafter amended, replaced or recorded.

7. **No Restriction on County.** No provision of this Agreement will restrict or deprive County of any powers or other lawful authority which it may presently posses with regard to the establishment or maintenance of other museum or the collection of any items related to the history of Hidalgo County or the South Texas area.

8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by the County and Museum, and not otherwise.

11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County, Texas
Attention: County Judge
P.O. Box 1356
Edinburg, Texas 78540-1356

If to Museum: Mission Historical Museum
Attention: Executive Director
900 Doherty
Mission, Texas 78572

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 convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the County does not appropriate sufficient funds to meet the obligations of the County under this Agreement, then County may terminate this Agreement upon ninety (90) days written notice to Museum. County 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 County hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

20. **Record Keeping and Audit.** Museum agrees to maintain records and reports as are necessary to establish the use of County funds under this Agreement for the purposes outlined in section 1 of this Agreement, and agrees to make those records and reports available to the County, and other local, state or federal agency or authority that may exercise jurisdiction over County funds. In addition, Museum agrees to comply with the reasonable requirements and standards of the Hidalgo County Auditor with respect to accounting for and reporting funds provided by County. Funds provided to Museum hereunder must be used in an activity that meets one of the objectives listed in Tex. Loc. Govt. Code §318.011 and 331.001, et. seq.

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

COUNTY OF HIDALGO, TEXAS

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

MISSION HISTORICAL MUSEUM

By:_____
Chairman, Board of Trustees

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY
DISTRICT ATTORNEY'S OFFICE

BY:_____
Josephine Ramirez Solis
Assistant District Attorney

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

RE: Museum Agreements - Donna & Mission

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Tue, Jan 26, 2016 09:09 AM
Subject : RE: Museum Agreements - Donna & Mission 1 attachment
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

Monica,

I have reviewed the attached museum agreements and 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) 292-7609 ext. 8186
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
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****

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Monday, January 25, 2016 2:49 PM
To: Josephine Ramirez
Subject: Museum Agreements - Donna & Mission

Hi Josie,
Can you please review the agreements and advise.
Thank you.

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)

image001.jpg
363 B

Executive Office 11. E.

AI-53080

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Roy Quintanilha, SAFETY DIVISION
Submitted By: Aida Alvarez, SAFETY DIVISION
Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Allstate Insurance Company in the amount of $198.76 on behalf of Head Start to settle auto accident. (Head Start)

BACKGROUND

DOI: 12/14/15

Fiscal Impact

Attachments

Allstate Insurance Company Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 10:08 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Aida Alvarez Started On: 01/22/2016 02:55 PM
Final Approval Date: 01/29/2016

Allstate Insurance Company - Claims Payment Processing
P.O. Box 650048 , Dallas, TX 75265 , United States

Allstate.
You're in good hands.

COUNTY OF HIDALGO
9805 N 10TH ST
MCALLEN TX 78504-9529

01/19/2016

COUNTY OF HIDALGO,

ENCLOSED PLEASE FIND PAYMENT IN THE AMOUNT OF $198.76 FOR YOUR LOSS ON 12/14/2015.

PLEASE REFERENCE CLAIM DETAILS BELOW.

CLAIM NUMBER: 0397530437
DATE OF LOSS: 12/14/2015
INSURED: MARIA D NARANJO

In payment for Property Damage Liability for Date of Loss 12/14/2015.

ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY
1-800-255-7828

0000020160119000614ZCT02001001000708

1055SW

INSURED: MARIA D NARANJO
CLAIMANT: COUNTY OF HIDALGO
IN PAYMENT OF: LOSS ON 12/14/2015.

POLICY NUMBER	CLAIM NUMBER	
829774180	0397530437	
TAX ID	DESK LOC	EMPLOYEE ID
	TXJO	NY4R

Bank of America, NA
Atlanta,Dekalb Cty,Georgia

Bank of America
Customer Connection

64-1278
611

PAY: ONE HUNDRED NINETY-EIGHT DOLLARS AND SEVENTY-SIX CENTS

198.76

Allstate

INVOICE NUMBER	MCO	DATE ISSUED
	4530	01/19/2016

161536461

COMPANY: ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY

TO THE ORDER OF
COUNTY OF HIDALGO
9805 N 10TH ST
MCALLEN TX 78504-9529

Aaron K. Gupta
Samuel Ortiz

VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTY-FIVE DAYS OF DATE OF ISSUE

AUTHORIZED SIGNATURES

SECURITY FEATURES INCLUDED - SEE DETAILS ON BACK

⑈161536461⑈ ⑆061112788⑆ 329 911 9562⑈

BERT OGDEN MOTORS INC.

COLLISION CARE CENTER
4221 S HIGHWAY 281, EDINBURG, TX 78539
Phone: (956) 381-0001
FAX: (956) 386-0056

Workfile ID: 05e71aa7
Federal ID: #: 741983604

Preliminary Estimate

Customer: HEADSTART, HIDALGO COUNTY **Job Number:**

Written By: EVERARDO GOMEZ

Insured:	HEADSTART, HIDALGO COUNTY	Policy #:	Claim #:
Type of Loss:		Date of Loss:	Days to Repair: 0
Point of Impact:	01 Right Front		

Owner:
HEADSTART, HIDALGO COUNTY
EDINBURG, TX 78542
(956) 383-0706 Day

Inspection Location:
BERT OGDEN MOTORS INC.
4221 S HIGHWAY 281
EDINBURG, TX 78539
Repair Facility
(956) 381-0001 Day

Insurance Company:

VEHICLE

Year:	2008	Body Style:	4D LONG	VIN:	1GCEC19008E180567	Mileage In:	
Make:	CHEV	Engine:	8-5.3L-FI	License:	1254588	Mileage Out:	
Model:	C1500 4X2 SILVERADO EXT WORK	Production Date:		State:	TX	Vehicle Out:	
Color:	WHITE Int:	Condition:		Job #:			

TRANSMISSION
Automatic Transmission
Overdrive

POWER
Power Steering
Power Brakes

DECOR
Dual Mirrors
Overhead Console

CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Message Center

RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio

SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
Communications System

WHEELS
Styled Steel Wheels

PAINT
Clear Coat Paint

TRUCK
Rear Step Bumper

Preliminary Estimate

Customer: HEADSTART, HIDALGO COUNTY **Job Number:**

Vehicle: 2008 CHEV C1500 4X2 SILVERADO EXT WORK 4D LONG 8-5.3L-FI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**FRONT BUMPER**						
2	** Repl	A/M CAPA RT End cap black	15838398	1	88.00	0.3	
3	R&I	R&I bumper assy				1.4	
4	**FRONT LAMPS**						
5	R&I	RT Headlamp assy				0.3	
6	R&I	LT Headlamp assy				0.3	
		SUBTOTALS			**88.00**	**2.3**	**0.0**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				88.00
Body Labor	2.3 hrs	@	$ 45.00 /hr	103.50
Subtotal				191.50
Sales Tax	$ 88.00	@	8.2500 %	7.26
Grand Total				**198.76**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**198.76**

MyPriceLink Estimate ID: 116263632215523328

AI-53119

Executive Office 11. F.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of invoice from Rio Grande Regional Water Authority in the amount of $44,229.00 for Hidalgo County's portion in connection with El Morillo Drain (period of Jan. 1 to Dec. 31, 2014) and authorization for County Treasurer to issue check after review and auditing procedures are completed by Auditor's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1100-415-00-115-002-0-843
FUNDS AVAILABLE Y/N?:	Y/Pending	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

Funding pending approval of AI# 53230

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 10:13 AM
Manuel Chapa	Manuel Chapa	01/29/2016 04:51 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Veronica Ortiz Started On: 01/26/2016 08:35 AM

Final Approval Date: 01/29/2016

Invoice # EMD2014 - 102

7/7/2015

RGRWA
RIO GRANDE REGIONAL WATER AUTHORITY

P.O. BOX 1499
Weslaco, TX 78599

Office 956-968-3141
Fax 956-968-0210

INVOICE

TO: Hidalgo County
100 E. Cano St. Suite 201
Edinburg, TX 78539

	El Morillo Drain Operation and Maintenance		
	Costs from 01/01/2014 - 12/31/2014-U.S. Share	$ 196,574.52	
	RGRWA's Responsibility (50%) of U.S. Share	$ 98,287.26	
	Hidalgo County's Responsibility (45%)		
	of $98,287.26		$ 44,229.00
		Past Due Amount	**$44,229.00**

Please make check(s) payable to:
Rio Grande Regional Water Authority

2016 JAN 22 PM 2 34
BUDGET OFFICE
HIDA

RECEIVED
JAN 21 2016
COUNTY JUDGE

RECEIVED
JAN 21 2016
COUNTY JUDGE

Executive Office 11. G.

AI-53239

CC - REGULAR
Meeting Date: 02/03/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Facilities Management:
Approval of Security Systems Agreement for Fire Alarm Monitoring of the Courthouse Annex III (Old Admin) between Hidalgo County and AFP Alarm and Detection, LP

BACKGROUND

Fiscal Impact

FISCAL YEAR:	ACCT. #:
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
$360.00/yr

Attachments

agree
legal
email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Monica Badillo Started On: 01/29/2016 05:32 PM
Final Approval Date: 01/29/2016

AFP Alarm and Detection, LP

Security Systems Agreement

PO Box 2842
Pearland, TX 77588
State License # ACR-3393

THIS AGREEMENT made this 20 day of January 20 16, by and between AFP Alarm and Detection, LP hereinafter called "Company," and Hidalgo County hereinafter called "Subscriber."

WITNESSETH: that for the considerations and covenants hereinafter specified below, on the reverse side hereof, and on Riders hereto, parties do, for themselves, their successors and assigns mutually agree:

(A) INSTALLATION: Company agrees to install or cause to be installed and service, the equipment hereinafter sometimes referred to as "system", set forth below in the Schedule of Equipment on the premises of Subscriber Court House Annex III
(Number, Street, City, State, Zip)

- ☐ Burglar Alarm Off-Premises Monitoring
- ☒ Fire Alarm Off-Premises Monitoring (of local alarm)
- ☐ Hold-up Alarm Off-Premises Monitoring
- ☐ Digital Dialer Communicator (see Par. 14)
- ☐ Local Burglar Alarm
- ☐ Local Fire Alarm
- ☐ Est. Inst. Time: _____
- ☐ Maintenance Agreement (see Par. 29)

Est. Install Date: _____
Est. Arrival Time: _____
Pmt. Terms: _____

I_____ (Check one) ☐ Non-Open/Close Reporting ☐ Non-Supervised Open/Close Reporting ☐ Close Supervised Reporting ☐ Open/Close Supervised Reporting

(B) SCHEDULE OF EQUIPMENT: SUBSCRIBER ACKNOWLEDGES THAT THE DEGREE OF DETECTION IS INCREASED BY THE USE OF ADDITIONAL EQUIPMENT, AND THAT ADDITIONAL EQUIPMENT CAN BE PROVIDED AT AN ADDITIONAL COST IF THE SUBSCRIBER DESIRES AND SO NOTIFIES THE COMPANY.

EQUIPMENT	QNT.	COMMENTS	PURCHASED	LEASED

(C) TERM AND PAYMENT: Subscriber agrees to pay as follows for the installation of the equipment:

(1) The sum of _____ Dollars ($_____)
Such amount plus applicable sales tax, is payable as follows:
a. The sum of _____ Dollars ($_____)
plus applicable sales tax, at the time of the execution of this Agreement.
b. The sum of _____ Dollars ($_____)
plus applicable sales tax, upon completion of the installation as described in the Schedule of Equipment.

(2) And Shall Pay:
The sum of Three Hundred Sixty Dollars ($ 360.00)
plus applicable sales tax, monthly; payable (monthly) (quarterly) (semiannually) (annually) in advance, due on the first day of each period, during the term of this Agreement, subject to the other terms and conditions of this Agreement, including but not limited to, those of paragraph 16 on the reverse side hereof. All payments are to be made to the above listed address, Harris County, TX

(3) The term of this Agreement is for ~~three~~ one years from the date service is operative under this agreement. There after, this Agreement shall be renewable at the option of the COMPANY, and without further notice for successive one year terms, unless the Subscriber gives written notice of intent not to renew, such notice to be delivered to COMPANY at least thirty (30) days prior to the expiration of the original term or renewal thereof.

(D) RECEIPT OF COPY(S): Subscriber acknowledges receipt of copy of this Agreement, and notification of required Alarm permit (if any). (see Par. 16) RM
Sub. Initial

(E) COMPANY'S LIABILITY: DISCLAIMER OF WARRANTIES: COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT , ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR USE. COMPANY DOES NOT REPRESENT NOR WARRANT: THAT THE ALARM SYSTEM HEREIN DESCRIBED MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE DETECTION FOR WHICH IT IS INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR THE CONTENTS THEREOF; THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT THEREOF. SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE FROM FAILURE OF COMPANY TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, MONITORING OR SERVICE, OR THE FAILURE OF THE SYSTEM OR EQUIPMENT IN ANY RESPECT WHATSOEVER, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN (10%) PERCENT OF THE ANNUAL SERVICE CHARGE OR FIVE HUNDRED ($500.00) DOLLARS, WHICHEVER IS GREATER, AS LIQUIDATED DAMAGES, NOT AS A PENALTY; AND THIS LIABILITY SHALL BE EXCLUSIVE; AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO LOSS OR DAMAGE , IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NON PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE COMPANY, ITS AGENTS, ASSIGNS, OR EMPLOYEES. IF SUBSCRIBER WISHES COMPANY TO ASSUME A LIMITED LIABILITY IN LIEU OF THE LIQUIDATED DAMAGES AS HEREIN ABOVE SET FORTH, SUBSCRIBER MAY OBTAIN FROM COMPANY A LIMITATION OF LIABILITY BY APPLYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO COMPANY. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE TERMS, CONDITIONS, AND AMOUNT OF LIMITED LIABILITY, AND THE ADDITIONAL MONTHLY CHARGE; SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER. SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 12 AND 13 WHICH FURTHER SET FORTH COMPANY'S LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF THE TERMINATION OF PART OR ALL OF THIS AGREEMENT, THAT ALL OF THE SUBSCRIBER'S DUTIES AND OBLIGATIONS HEREIN WILL SURVIVE.

THIS PARAGRAPH APPLIES ONLY TO RESIDENTIAL SUBSCRIBERS WHEN AGREEMENT IS EXECUTED IN OR NEAR THE SUBSCRIBER'S RESIDENCE

YOU THE BUYER (SUBSCRIBER) MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. SUBSCRIBER ACKNOWLEDGES RECEIPT OF UNEXECUTED CANCELLATION FORM.

By: X Ricardo Marichalar By: X _____

Authorized Officer of Company (print)_____ Print Name _____ Date_____

This Agreement shall not be binding upon company unless approved in writing by an officer of Company; In the event of failure of approval, the sole liability of Company shall be to refund to Subscriber the amount that has been paid to Company upon the signing of this Agreement. No person has any authority to bind Company in any manner whatsoever unless approved in writing by an Officer of Company. The terms and conditions contained on the reverse side of this Agreement are incorporated herein and by reference are made a part hereof. Company shall have the right but not the obligation, of collecting and/or reporting to one or more credit reporting agencies relevant information pursuant to this Agreement.

1. INSTALLATION SYSTEM: Subscriber authorizes Company to install or cause to be installed, the system as specified on the reverse side hereof, including connections necessary to transmit the necessary signals from the premises of Subscriber, if any. Subscriber further agrees to allow Company to remove any prior-installed alarm equipment which in the opinion of the Company may interfere with the installation and/or maintenance of Company's system, whether such removal is required at the time of initial installation or at any time thereafter. All signals are transmitted over telephone company leased lines and/or radio band, which are wholly beyond the control and jurisdiction of Company, and which are maintained and serviced by the applicable telephone company or utility. Wiring (if any) for system will be of non-plenum type, and Company does not represent that: all wiring installed in the premises of Subscriber will be concealed or be installed in conduit, unless specified otherwise herein.

2. ERRORS IN INSTALLATION: Errors or omissions in installation of said system, including but not limited to failure to wire points of equipment, shall be called to the attention of Company by Subscriber in writing within five(5) days of completion of the installation. Upon the expiration of the five(5) day period, the installation and the equipment shall be deemed accepted by Subscriber.

3. AUTHORIZED PERSONNEL: Subscriber agrees to furnish to Company forthwith a list of the names, titles, addresses and phone numbers of all persons authorized to enter the premises of the Subscriber. Such persons shall be supplied by Company with a code number or word. Subscriber agrees to furnish to Company forthwith an authorized daily and holiday opening and closing schedule in writing, if commercial. All changes, revisions and modifications to the above shall be supplied to Company, in writing.

4. OFF-PREMISES MONITORED ALARMS: Company, upon receipt of an alarm signal from the Subscriber's premises, shall make every reasonable effort to transmit the alarm promptly to the headquarters of the police, guard or the fire department having jurisdiction, unless there is just cause to assume that if an emergency condition does not exist, and then Company shall make a reasonable effort to notify the Subscriber or his designated representative by telephone, unless instructed to do otherwise by the Subscriber, in writing.

5. SUBSCRIBER'S RESPONSIBILITY: Subscriber shall carefully and properly set the system immediately prior to the closing of the premises and carefully test the system daily during the term of this Agreement. In the event any defect in the operation of the system develops, Subscriber shall notify Company and Company will repair such defective condition as soon as reasonably possible after receipt of notice from Subscriber. Subscriber agrees prior to setting the system for closed periods to test motion detectors, door/window switch, hold-up switch sounder, capacitance device, smoke-heat detector, or any other electronic equipment designated on the Schedule of Equipment, according to procedures prescribed by Company: to notify Company promptly in the event such equipment fails to respond to any such tests: and at Subscriber's sole cost inspect and replace as needed all batteries in wireless transmitters, wireless hold-up/money clips, etc. In addition, Subscriber agrees to operate the system according to the current procedure prescribed by Company. Subscriber agrees to notify Company promptly in the event Subscriber needs additional instruction on testing or use of equipment.

6. DISTURBING CONDITIONS: Where any device or equipment is supplied, including but not limited to space detection, which is affected by turbulence of air or other disturbing conditions, Subscriber agrees to turn off or remove all things, animate or inanimate, including but not limited to all force heaters, air conditioners, animated display signs, animals, coverings of chemical vats, compressors and any other source of air turbulence or movement which may interfere with the effectiveness of the system, while system is operating. Subscriber also agrees to exterminate premises, to keep premises free from rodents, and insects, or otherwise that might affect the operation of the system.

7. POWER FAILURE: In the event of power failure or other Interruption at Subscriber's premise, Subscriber shall immediately notify Company. Subscriber also agrees to supply 120 volt AC power, uninterrupted , to any device in the system that requires such electrical power.

8. FALSE REPORT: In the event Subscriber shall cause an excessive number of false alarms through the carelessness, malicious or accidental use of the system or in the event Subscriber shall in any manner misuse or abuse the alarm system, it shall constitute a material breach of contract on the part of the Subscriber and Company may at its option, in addition to all other legal remedies, be excused from further performance upon the giving of ten (10) days notice to Subscriber. Company's excuse from performance will not affect Company's right to recover damages from Subscriber. In the event a fine, penalty or fee shall be assessed against Company by any governmental agency as a result of any false alarm originating from Subscriber's premises, Subscriber agrees to reimburse Company for payment of the said false alarm fine, penalty or fee. In the event Company shall dispatch an agent to respond to a false alarm originating from Subscriber's premises, where Subscriber intentionally, knowingly, or negligently activates the alarm system and no emergency condition exists, then and in that event, Subscriber is to pay Company the sum of minimum applicable hourly rate at the time of the false report.

9. DEFAULT OR TERMINATION: In as much as the breach of this Agreement by Subscriber will cause a serious and substantial damage to Company, and because it will be difficult if not impossible to prove the amount of such damage, Subscriber agrees that in case of breach of the Agreement by Subscriber's failure to pay Company as agreed herein, or any service charge for service rendered by Company to Subscriber that was not a part of this Agreement for repair or service of the system, the Company will have the option to terminate service without terminating the contract, and in the event of termination of service for Subscriber's failure to pay, Subscriber will immediately pay to Company all accrued charges incurred prior to the date of termination, together with an additional amount equal to seventy-five (75%) percent of the remaining payments which Subscriber would have been obligated to pay from the date of termination until the end of the existing Agreement term as liquidated damages, not as a penalty, in addition, in the event of any default of whatever nature by Subscriber, or upon expiration of the agreement or any renewal term thereof, Subscriber consents to Company entering any premises where the property of Company may be located for the purpose of removing all or part of the equipment belonging to Company, and Subscriber agrees to pay Company all accrued charges incurred prior to the date of termination, together with all sums to which Company may be entitled to under the law by virtue of said default. Removal of the equipment or other items by Company shall not constitute a breach by Company of this Agreement or a waiver of Company's right to damages to which it may be entitled under the terms of this Agreement or other provisions of law.

10. SUSPENSION OR CANCELLATION OF THIS AGREEMENT: This Agreement will be suspended, upon the occurrence of any such event, without liability or penalty, in the event the Company's Central Station connecting wires, radio repeater/tower, or other equipment are destroyed by fire, other catastrophe or by any other means, or is so substantially damaged that it is impractical to continue service; or in the event that Company is unable to either secure or retain the connections, licensees, or privileges necessary for the transmission of signals between Subscriber's premises and Company's Central Station or between the Public Police, Guard and Fire Departments, or for any other reason whatsoever. Company, at its option, may reinstate or cancel this Agreement.

11. COMPANY'S OBLIGATION: Company's obligation hereunder relates solely to the servicing of the specified system and Company is not obligated to maintain ,repair or assure operation of the property, or any devices of the Subscriber or of others to which Company's system may be attached, nor to repair or redecorate any portion of the Subscriber's premises upon removal of all or part of Company's system.

12. COMPANY IS NOT AN INSURER: LIQUIDATED DAMAGES: IT IS UNDERSTOOD AND AGREED: COMPANY IS NOT AN INSURER; THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER; THAT THE PAYMENTS PROVIDED HEREIN ARE BASED SOLELY ON THE VALUE OF THE SERVICES SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF SUBSCRIBER PREMISES OR PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON THE PREMISES; THAT COMPANY MAKES NO GUARANTEE OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE THAT THE EQUIPMENT, INSTALLATION OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY APPROXIMATELY RESULT FROM A FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, SERVICE, OR MONITORING, OR THE FAILURE OF SYSTEM TO PROPERLY OPERATE WITH RESULTING LOSS TO SUBSCRIBER BECAUSE OF, AMONG OTHER THINGS:

(a) THE UNCERTAIN AMOUNT OF VALUE OF SUBSCRIBER'S PREMISES, OR SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED, OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT:

(b) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE, GUARD, OR FIRE DEPARTMENT, SHOULD THE POLICE, GUARD, OR THE FIRE DEPARTMENT BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING.

(c) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY COMPANY'S FAILURE TO PERFORM OR BY ITS EQUIPMENT TO OPERATE

(d) THE NATURE OF THE SERVICE TO BE PERFORMED BY THE COMPANY.

SUBSCRIBER AGREES THAT DAMAGES (IF ANY) WILL BE FIXED AS HEREIN SPECIFIED IN SECTION "E" ON THE REVERSE SIDE OF THIS AGREEMENT. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICES RENDERED BY COMPANY ARE PROFESSIONAL SERVICES, THE ESSENCE OF WHICH IS PROVIDING ADVICE, JUDGEMENT, OPINION, OR OTHER PROFESSIONAL SKILL, AND THAT NEITHER THE COMPANY NOR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES HAVE MADE ANY EXPRESS REPRESENTATIONS OF FACT OR ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER AFFECTING THE SUBSCRIBER OR THIS AGREEMENT. SUBSCRIBER FURTHER REPRESENTS THAT SUBSCRIBER HAS NOT RELIED ON ANY STATEMENT, REPRESENTATION, ACTION, OR OTHER CONDUCT BY COMPANY IN ELECTING TO ENTER INTO THIS AGREEMENT, AND THAT ABSENT SUCH REPRESENTATION, THE COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

13. INDEMNIFICATION: IN THE EVENT ANY PERSON OR ENTITY SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST COMPANY FOR ANY REASON RELATING TO COMPANY'S DUTIES AND OBLIGATIONS PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE DESIGN, INSTALLATION, MAINTENANCE, SERVICE, OPERATION OR NON-OPERATION OF THE SYSTEM, SUBSCRIBER AGREES TO INDEMNIFY, DEFEND AND HOLD COMPANY HARMLESS FROM ANY AND ALL CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY'S FEES, WHETHER THESE CLAIMS BE BASED UPON ALLEGED INTENTIONAL CONDUCT, ACTIVE OR PASSIVE NEGLIGENCE, OR STRICT OR PRODUCT LIABILITY ON THE PART OF COMPANY, ITS AGENTS, SERVANTS OR EMPLOYEES. SUBSCRIBER HEREBY WAIVES RIGHT TO SUBROGATION, AND AGREES NOT TO PARTICIPATE WITH ANY INSURANCE COMPANY OR ANY OTHER THIRD PARTY IN ANY SUBROGATION AGAINST COMPANY.

14. DSL, BPL, or VoIP COMMUNICATION: The use of DSL, BPL, VoIP or other broadband, managed facilities or Internet-based telephone service may prevent the SUBSCRIBER's detection system from transmitting alarm signals to COMPANY's Monitoring Receiving Facility after it is installed or at any time in the future, and/or interfere with the telephone line-seizure feature of the alarm system, if installed.

15. DIGITAL DIALER COMMUNICATORS: Subscriber acknowledges: that this is a non-supervised digital communicator system; that the system utilizes Subscriber's voice telephone lines which are wholly beyond the supervision and control of Company, that in the event Subscriber's telephone line fails or is cut, the system will not communicate alarms to the monitoring station; if Subscriber desires additional supervision and so notifies and contracts with Company for additional service, a Long Range Radio or other device may be used to increase the level of monitoring integrity. Subscriber agrees to furnish Company with the proper data communication telephone line to enable signals to be transmitted. In addition, Subscriber agrees to operate the RJ-31X test jack when testing telephone line continuity, and agrees to notify Company if system fails to respond to test, when jack is provided. Subscriber acknowledges that Digital Dialer Communicator Software is the sole property of Company and the agreed value of such software will be Four Hundred ($400.00) Dollars, and the software will not be depreciated.

16. PERMIT TO OPERATE ALARM SYSTEM: Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate an alarm system. Subscriber agrees to secure any permit that might be required, and Subscriber acknowledges that the cost, if any, of the permit or license will be that of the Subscriber's along with any additional charges that might be imposed on Subscriber. Subscriber agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

17. TAXES; INCREASE IN CHARGES AND MONTHLY PAYMENTS: Subscriber agrees to pay, in addition to the charges therein, all taxes, fees, permits, licenses and charges imposed by any governmental authority relating to the installation, service, or operation of the system, and to pay any increase in charges levied against the Company by the public utility providing wire connections for the transmission of signals between Subscriber's premises and Company's central station or Police/Guard/Fire Department. Subscriber additionally agrees that Company may, at its option and upon thirty (30) days written notice to Subscriber, increase the monthly service fee at any time after the expiration of one year from the date of signing of this Agreement, and at any time thereafter provided that there shall be no more than one such increase during any twelve month period. Each such increase shall be for no more than ten (1 0%) percent of the monthly payment last in effect prior to such increase.

18. OWNERSHIP AND PROTECTION OF EQUIPMENT: The entire system, including all devices, instruments, appliances, connections, wires, conduits and other materials associated therewith, except telephone company leased lines, is and shall at all times remain the sole property of Company unless otherwise stated by the term "purchase'" after each and every piece of equipment in the Schedule of Equipment on the reverse side. Subscriber does hereby agree to protect the said equipment and to indemnify and pay to Company the cost of repair or replacement for any loss or damage to Company's equipment, including but not limited to loss by fire, earthquake, riot, flood or other damage or destruction. Subscriber agrees not to attach or use any equipment in conjunction with the system(s) furnished hereunder that is not provided by the Company. Subscriber expressly covenants and agrees not to move, disturb, damage or otherwise interfere with the operation of the system, nor to permit others to do so. Subscriber agrees that the system(s) shall remain in the same location as installed. In addition to the values agreed in Paragraph 14, Subscriber acknowledges that in the event a long range transmitter is provided the equipment is the sole property of the Company and the agreed value is One Thousand ($1 000,00) Dollars, and said radio will not be depreciated.

19. PURCHASE EQUIPMENT: SUBSCRIBER OWNED EQUIPMENT: Subscriber acknowledges that in the event of a sale of all or part of the equipment provided herein, the Schedule of Equipment will list individually what will be owned by Subscriber by the term '"purchase" after each and every piece or part listed in the Schedule of Equipment. In the event of a purchase, the entire system will remain the sole property of Company, until all financial obligations of Subscriber's have been fulfilled. In the event of defect in equipment and if equipment fails to respond to test, as described in Sec. 5, Company, at its expense, will repair defective conditions as soon as reasonably possible, after receipt of notice from Subscriber for a period of one (1) year, subject to provisions as in paragraph 26, unless otherwise stated. After this, repair, if any, will be the expense of Subscriber.

20. DELAY IN INSTALLATION: Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption of or unavailability of phone service, or equipment, acts of God or any other cause beyond the control of Company; and Company will not be required to supply service to Subscriber while interruption service due to any such cause shall continue.

21. ATTORNEY'S FEES: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charges as set forth herein, then and in such proceedings the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. ASSIGNABILITY: This Agreement is not assignable by Subscriber except upon written consent of Company first being obtained; however, Company has the right to assign part or all of this Agreement.

23. APPROVAL OF CONTRACT: This Agreement is not binding unless approved, in writing, by an Authorized Officer of Company. In the event of failure of such approval, the only liability of Company shall be to return to Subscriber the amount, if any, paid to Company upon execution of this Agreement.

24. LATE FEES: Subscriber agrees to pay the Sum of Ten ($10.00) Dollars if any charge becomes more than thirty, (30) days past due for additional bookkeeping costs. In addition Subscriber agrees to pay 1 -1/2% interest per month on all delinquent amounts. Any past due amounts for more than sixty (60) days, may, at the option of Company, result in the disconnection of services. In the event of disconnection, Subscriber agrees to pay Company the sum of Fifty ($50.00) Dollars for the re-connection of service. Such default by Subscriber shall not eliminate Subscriber's obligation to pay the payments thereafter due under this Agreement. In addition to other remedies available to the Company, in the event of default, Subscriber agrees to pay the Company a sum equal to five (5%) percent of the total monthly payments due under the initial term of this Agreement as liquidated damages for removing the system(s). In the event Subscriber issues a return check, Subscriber agrees to pay a $15.00 charge.

25. DETERMINATION AND VENUE: Any judicial determination nullifying any clause or condition herein shall not be deemed to nullify the balance of this Agreement, which shall remain in full force and effect. Venue involving any action in this Agreement shall be performed in Brazoria County, TX only.

26. COMPLETE AGREEMENT: Any representation, promise, condition, inducement or warranty, express or implied, unless contained in writing in this Agreement, shall not bind either party, and the terms and conditions hereof apply as printed without alterations or qualifications except as specifically endorsed hereon in writing and initialed by both parties. It is understood and agreed by the parties that if there is any conflict between this Agreement and any other document, this Agreement will govern, whether such other document is prior to or subsequent to this Agreement.

27. SERVICE AND INSPECTIONS: Subscriber- hereby authorizes and empowers Company, its agents and assigns to service the aforesaid system and to make any necessary inspections, tests and repairs as required. In addition, changes in or rearrangement of the equipment components, necessitated by stock, fixture or structural changes required by any persons, entity or governmental body, and any alterations which are required to retain the original coverage provided, shall be at Subscriber's expense. Repairs necessitated by ordinary wear and tear shall be at Company's expense, subject to the time provisions in par. 18, if applicable. All other repairs shall be at Subscriber's expense. If during the term of this Agreement or any renewal thereof Subscriber desires to relocate the alarm site within the area serviced by Company, and as a result thereof requires the location of the equipment to be changed, Subscriber agrees to pay Company for relocating the equipment at Company's then prevailing rate. All installations, inspections, repairs and tests which may be required on the part of the Company shall be performed between the hours of 8:00 A.M. - 5-00 P.M. on normal business days. All installations and service re guired by Subscriber after 5:00 P.M., on holidays, and on weekends will he charged at an applicable overtime rate. The terms and conditions contained herein shall govern all future dealings between Subscriber and Company, including but not limited to repair, service, guard response, monitoring, maintenance, additions, alterations or otherwise whether or not such future dealings are evidence in writing.

28. SUBCONTRACT: AFP Alarm and Detection, LP has the exclusive right to subcontract any portion of this agreement, including but not limited to installation, service, maintenance, monitoring, or otherwise. Subscriber acknowledges and agrees that any Subcontractor hired by Company shall have the same protection afforded the Company under provisions of this Agreement.

29. MAINTENANCE AGREEMENT: When a Maintenance Agreement is established between Company and Subscriber as evidenced on the reverse side, Company subject to other terms and conditions of this Agreement will repair defective conditions of the equipment provided by Company, excluding wiring and battery(ies). Repair of defective conditions caused by ordinary wear and tear, or mechanical or electrical malfunction shall be at company's expense plus a $25.00 trip fee to Subscriber; all other repairs, including but not limited to acts of God, intentional damage or neglect shall be at Subscriber's expense.

30. LICENSED COMPANY: COMPANY has and maintains a license with the Texas Department of Public Safety-Private Security Bureau, PO Box 4087, Austin, TX 78773-0001. 512-424-7710

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

RE: Please Review

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Fri, Jan 22, 2016 10:13 AM

Subject : RE: Please Review

To : 'Stan Ramos' <stan.ramos@co.hidalgo.tx.us>, 'victor garza' <victor.garza@da.co.hidalgo.tx.us>

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

Stan,

There is a problem with #13 on the reverse side of the contract. It requires the county to defend, indemnify and hold harmless the vendor from claims. If we can add the following language…"to the extent permitted under the constitution and laws of the State of Texas" …that will take care of it.

Thanks.

From: Stan Ramos [mailto:stan.ramos@co.hidalgo.tx.us]
Sent: Friday, January 22, 2016 10:05 AM
To: josephine.ramirez@da.co.hidalgo.tx.us; victor garza
Cc: Monica Badillo
Subject: Please Review

Counsel,

Please review fire alarm monitoring contract for the court house annex aka (old admin) building, I'm also including an evaluation agreement for some network equipment.
We would like to create an agenda item for the next commissioners court.

Thanks,

Stan Ramos ,Administrator Operations Coordinator IV
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
O-(956) 292-7655
F-(956) 292-7034
stan.ramos@co.hidalgo.tx.us

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

Fwd: Draft Letter of Concerns for February 3, 2016

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Tue, Feb 02, 2016 05:21 PM

Subject : Fwd: Draft Letter of Concerns for February 3, 2016

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

Ms. Moni:
Please attach this from Daniel as supporting documentation on agenda.
Thanks,
Marty

----- Forwarded Message -----
From: "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, February 2, 2016 4:30:53 PM
Subject: Re: Draft Letter of Concerns for February 3, 2016

The vendor has forwarded the request for additional verbiage on item 13 to companies legal rep.

----- Original Message -----
From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Honorable Ramon Garcia" <ramon.garcia@co.hidalgo.tx.us>, "Honorable Arturo C. Cuellar, Jr." <ac.cuellar@co.hidalgo.tx.us>, "Eduardo Cantu" <eduardo.cantu@co.hidalgo.tx.us>, "Honorable Jose M. Flores" <joe.flores@co.hidalgo.tx.us>, "joseph palacios" <joseph.palacios@co.hidalgo.tx.us>, "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>, "Steve Crain" <scrain@atlashall.com>, "Valde" <valde.guerra@co.hidalgo.tx.us>, "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>, "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>, "Norma G. Perez" <normag.perez@co.hidalgo.tx.us>, "Ray Eufracio" <ray.eufracio@auditor.co.hidalgo.tx.us>, "Jaime Longoria" <jaime.longoria@co.hidalgo.tx.us>
Cc: "yolanda chapa" <yolanda.chapa@co.hidalgo.tx.us>, "roberto villarreal" <roberto.villarreal@co.hidalgo.tx.us>, "Raul Lozano" <raul.lozano@co.hidalgo.tx.us>, "Katia Garcia" <katia.garcia@co.hidalgo.tx.us>, "Armando Garza" <armando.garzajr@co.hidalgo.tx.us>, "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>, "Mona Parras" <mona.parras@co.hidalgo.tx.us>, "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>, "Domingo Villarreal" <mingo.villarreal@co.hidalgo.tx.us>, "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>, "Marynel Trevino" <mntrevino@atlashall.com>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "Merlen Muñoz" <merlen.munoz@co.hidalgo.tx.us>, "Stan Ramos" <stan.ramos@co.hidalgo.tx.us>, "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>, "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>, "veronica lopez" <veronica.lopez@co.hidalgo.tx.us>, "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>, "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>, "Rolando Garcia" <rolando.garcia@co.hidalgo.tx.us>
Sent: Tuesday, February 2, 2016 2:40:16 PM
Subject: Fwd: Draft Letter of Concerns for February 3, 2016

PURCHASING DEPARTMENT RESPONSE TO LETTER OF CONCERNS.

----- Original Message -----

From: "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>
To: "Honorable Ramon Garcia" <ramon.garcia@co.hidalgo.tx.us>, "Honorable Arturo C. Cuellar, Jr." <ac.cuellar@co.hidalgo.tx.us>, "eduardo cantu" <eduardo.cantu@co.hidalgo.tx.us>, "joe flores" <joe.flores@co.hidalgo.tx.us>, "Honorable Joseph Palacios" <joseph.palacios@co.hidalgo.tx.us>
Cc: "Ray Eufracio" <ray.eufracio@auditor.co.hidalgo.tx.us>, "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>, "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>, "Yolanda Chapa" <yolanda.chapa@co.hidalgo.tx.us>, "katia garcia" <katia.garcia@co.hidalgo.tx.us>, "armando garzajr" <armando.garzajr@co.hidalgo.tx.us>, "erika zamora" <erika.zamora@co.hidalgo.tx.us>, "Domingo Villarreal" <mingo.villarreal@co.hidalgo.tx.us>, "jesus ozuna" <jesus.ozuna@co.hidalgo.tx.us>, "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>, "debbie tamez" <debbie.tamez@co.hidalgo.tx.us>, "Martha L. Salazar" <martha.salazar@co.hidalgo.tx.us>, "Raul Silguero" <raul.silguero@co.hidalgo.tx.us>, "jaime longoria" <jaime.longoria@co.hidalgo.tx.us>, "Honorable Laura Hinojosa" <laura.hinojosa@co.hidalgo.tx.us>, "Honorable Arturo Guajardo Jr." <aguajardo@hidalgocountyclerk.us>
Sent: Tuesday, February 2, 2016 12:07:11 PM
Subject: Draft Letter of Concerns for February 3, 2016

RAY EUFRACIO, CPA
HIDALGO COUNTY AUDITOR
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
E-MAIL: Ray.Eufracio@auditor.co.hidalgo.tx.us
WEBSITE: www.co.hidalgo.tx.us/auditor

To: Honorable Members of Commissioners Court

From: Ray Eufracio, CPA

County Auditor

Re: Letter of Concerns for February 3, 2016

Attached please find the draft letter of concerns for the February 3, 2016 Commissioners Court agenda. The letter of concerns will be finalized in the near future. In addition, departments may resolve some of the items in the interim.

If you have any questions, feel free to contact me at 318-2511 ext. 4604.

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

AI-53214

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

92nd DC (1100)/ 139th DC (1100) / 332nd DC (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel Adjustment Policy.
2. Discussion, consideration and approval of the following personnel actions, effective 02/08/2016:

Action	*Dept/ Program*	*Slot#*	*Position Title*	*Current Supplement Amount*	*Proposed Supplement Amount*
92nd DC					
Supplement Pay (Remove)	001-001	0002	Court Coordinator	$1,500.00	$0.00
139th DC					
Supplement Pay (Remove)	003-001	0002	Court Coordinator	$1,500.00	$0.00
332nd DC					
Supplement Pay (Add)	006-001	0002	Court Coordinator	$0.00	$1,500.00
Supplement Pay (Add)	006-001	0004	Assistant Court Coordinator	$0.00	$1,500.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-412-00-001-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Cost Savings

FISCAL YEAR: 2016 ACCT. #: 6-1100-412-00-003-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Cost Savings

FISCAL YEAR: 2016 ACCT. #: 6-1100-412-00-006-001-0-XXX

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

BUDGETARY IMPACT:

Funds available via intradepartmental transfer.

Attachments

PAR's

Fiscal Note

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 05:08 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Diana Munoz Started On: 01/29/2016 02:48 PM

Final Approval Date: 01/29/2016

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 29 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 92nd DC DC (001-001) DATE:

CURRENT POSITION TITLE: Court Coordinator CURRENT SLOT #: 0002

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

OT

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ~~Transfer/Remove Supplemental~~ Pay

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

POSITION SALARY REQUEST:

Salary Amount:

$ 1,500.00	$ 0.00	$ (1,500.00)
Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other ~~Funds will be transferred to the 332nd DC (supplemental pay and related fringe benefits).~~ CP 1/29/2016

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[X]	Exempt	[ ]
Non-Exempt	[ ]	Non-Exempt	[X]
N/A	[ ]		

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

Administrative duties will be performed by the Court Coordinator and the Asst Crt Coor from the 332nd DC for and on behalf of the Local Administrative Presiding Judge Mario E. Ramirez, Jr.

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

POSITION RECLASSIFICATION: 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	1/28/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	1/29/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	1/29/2016 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 29 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 139th DC (003-001) DATE:

CURRENT POSITION TITLE: Court Coordinator CURRENT SLOT #: 0002

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other OT ~~Transfer~~/Remove Supplemental Pay

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

POSITION SALARY REQUEST:

Salary Amount:

$ 1,500.00	$ 0.00	$ (1,500.00)
Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other ~~Funds will be transferred to the 332nd DC (supplemental pay and related fringe benefits).~~ RP 1/29/2016

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[X]	Exempt	[ ]
Non-Exempt	[ ]	Non-Exempt	[X]
N/A	[ ]		

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

Administrative duties will be performed by the Court Coordinator and the Asst Crt Coor from the 332nd DC for and on behalf of the Local Administrative Presiding Judge Mario E. Ramirez, Jr.

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

POSITION RECLASSIFICATION: 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	1/29/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	1/29/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	1/29/2016 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 29 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 332nd DC (006-001) DATE:

CURRENT POSITION TITLE: Court Coordinator CURRENT SLOT #: 0002

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Authorize Supplemental Pay

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 1,500.00	$ 1,500.00
Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance	Net Change

Position to be funded from one of the following:

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

☒ Other ~~Funds will be transferred from the 139th and/or 92nd DC (supplemental pay and related fringe benefits).~~

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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)

Administrative duties will be performed by the Court Coordinator and the Asst Crt Coor from the 332nd DC for and on behalf of the Local Administrative Presiding Judge Mario E. Ramirez, Jr.

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

POSITION RECLASSIFICATION: 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	01/29/2016 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	1/29/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/29/2016 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 29 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 332nd DC (006-001) DATE:

CURRENT POSITION TITLE: Asst Crt Coor CURRENT SLOT #: 0004

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Authorize Supplemental Pay

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 1,500.00	$ 1,500.00
Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance	Net Change

Position to be funded from one of the following:

[✓] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other ~~Funds will be transferred from the 139th and/or 92nd DC (supplemental pay and related fringe benefits).~~ 1/29/2016

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[X]	Exempt	[ ]
Non-Exempt	[ ]	Non-Exempt	[X]
N/A	[ ]		

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

Administrative duties will be performed by the Court Coordinator and the Asst Crt Coor from the 332nd DC for and on behalf of the Local Administrative Presiding Judge Mario E. Ramirez, Jr.

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

POSITION RECLASSIFICATION: 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	01/29/2016 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	1/29/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/29/2016 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

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: Wednesday, February 03, 2016 Agenda Item: 53214

Summary of request/proposal:
92nd DC (1100)-
Approval of the following personnel actions, effective 2/08/16:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Court Coordinator	0002	117	1,500.00	0.00	(1,500.00)
				1,500.00	0.00	(1,500.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-00-001-001-0-	117	92nd DC-	SUPPLEMENT PAY	($1,350.57)
6-1100-412-00-001-001-0-	211	92nd DC-	HEALTH INSURANCE	$0.00
6-1100-412-00-001-001-0-	212	92nd DC-	LIFE INSURANCE	$0.00
6-1100-412-00-001-001-0-	220	92nd DC-	FICA	($103.32)
6-1100-412-00-001-001-0-	230	92nd DC-	RETIREMENT	($151.94)
6-1100-412-00-001-001-0-	250	92nd DC-	UNEMPLOYMENT COMP	($8.10)
6-1100-412-00-001-001-0-	260	92nd DC-	WORKER'S COMP	($2.84)
			2016 Budgetary Impact	($1,616.77)

2017 Budgetary Impact: ($1,795.65)

Possible Funding Sources: Cost Savings

Comments:

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Wednesday, February 03, 2016 Agenda Item: 53214

Summary of request/proposal:
139th (1100)-
Approval of the following personnel actions, effective 2/08/16:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Court Coordinator	0002	117	1,500.00	0.00	(1,500.00)
				1,500.00	0.00	(1,500.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-00-003-001-0-	117	139th DC-	SUPPLEMENT PAY	($1,350.57)
6-1100-412-00-003-001-0-	211	139th DC-	HEALTH INSURANCE	$0.00
6-1100-412-00-003-001-0-	212	139th DC-	LIFE INSURANCE	$0.00
6-1100-412-00-003-001-0-	220	139th DC-	FICA	($103.32)
6-1100-412-00-003-001-0-	230	139th DC-	RETIREMENT	($151.94)
6-1100-412-00-003-001-0-	250	139th DC-	UNEMPLOYMENT COMP	($8.10)
6-1100-412-00-003-001-0-	260	139th DC-	WORKER'S COMP	($2.84)
			2016 Budgetary Impact	($1,616.77)

2017 Budgetary Impact: ($1,795.65)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Wednesday, February 03, 2016 Agenda Item: 53214

Summary of request/proposal:
332nd DC (1100)-
Approval of the following personnel actions, effective 2/08/16:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Court Coordinator	0002	117	0.00	1,500.00	1,500.00
1100	Assistant Court Coordinator	0004	117	0.00	1,500.00	1,500.00
				0.00	3,000.00	3,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-00-006-001-0-	117	332nd DC-	SUPPLEMENT PAY	$2,701.15
6-1100-412-00-006-001-0-	211	332nd DC-	HEALTH INSURANCE	$0.00
6-1100-412-00-006-001-0-	212	332nd DC-	LIFE INSURANCE	$0.00
6-1100-412-00-006-001-0-	220	332nd DC-	FICA	$206.64
6-1100-412-00-006-001-0-	230	332nd DC-	RETIREMENT	$303.88
6-1100-412-00-006-001-0-	250	332nd DC-	UNEMPLOYMENT COMP	$16.21
6-1100-412-00-006-001-0-	260	332nd DC-	WORKER'S COMP	$5.67
			2016 Budgetary Impact	$3,233.55

2017 Budgetary Impact: $3,591.30

Possible Funding Sources: Intradepartmental Transfer

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: February 3, 2016

2016
Transfer

AI-53214

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 332nd DC

ACCOUNT NUMBER: 6-1100-412-00-006-001-0-XXX

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

SUBJECT: **Intradepartmental transfer(s)** (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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	Other	117	Supplement Pay	2,701.15
890	Other	220	FICA	206.64
890	Other	230	Retirement	303.88
890	Other	250	Unemployment Comp	16.21
890	Other	260	Workers Comp	5.67
			TOTAL	$ 3,233.55

REASON:
Transfer needed to fund supplement pay and related fringe benefits for two poisitions (AI-53214 CC 02/03/16).

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-53058

Human Resources 12. B.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

449TH DC (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, 02/08/16:

Action	*Department*	*Slot#*	*Position Title*	*Current Budgeted Salary*	*Proposed Budgeted Salary*	*Total Adjustment*
Salary Adjustment/ Increase	011-001	0003	Court Coordinator	$69,622.00	$80,000.00	$10,378.00
Salary Adjustment/ Increase	011-001	0005	Asst Court Coordinator	$47,740.00	$51,350.00	$3,610.00
			(Interpreter pay)	$6,000.00	$6,000.00	$0.00

3. Approval of intradepartmental transfer.
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-412-00-011-001-0-890
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 1/29/16.
Funds available via intradepartmental transfer.

Attachments

Fiscal Note
PAR's
transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 10:07 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM
Form Started By: Diana Munoz		Started On: 01/21/2016 03:14 PM

Final Approval Date: 01/29/2016

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: Wednesday, February 03, 2016 Agenda Item: 53058

Summary of request/proposal:
449th DC (1100)-
Approval of the following personnel actions, effective 2/08/16:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Court Coordinator	0003	113	69,622.00	80,000.00	10,378.00
1100	Asst Crt Coor	0005	113	47,740.00	51,350.00	3,610.00
1100	Asst Crt Coor (Interpreter Pay)	0005	116	6,000.00	6,000.00	0.00
				123,362.00	137,350.00	13,988.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-00-011-001-0-	113	449th DC-	REG F/T EMPLOYEES	$12,594.56
6-1100-412-00-011-001-0-	211	449th DC-	HEALTH INSURANCE	$0.00
6-1100-412-00-011-001-0-	212	449th DC-	LIFE INSURANCE	$0.00
6-1100-412-00-011-001-0-	220	449th DC-	FICA	$963.48
6-1100-412-00-011-001-0-	230	449th DC-	RETIREMENT	$1,416.89
6-1100-412-00-011-001-0-	250	449th DC-	UNEMPLOYMENT COMP	$75.57
6-1100-412-00-011-001-0-	260	449th DC-	WORKER'S COMP	$26.45
			2016 Budgetary Impact	$15,076.95

2017 Budgetary Impact: $16,745.03

Possible Funding Sources: Dept operating budget; intradepartmental transfer.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 20 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 449TH DISTRICT COURT (D11- 001) DATE: 11/25/2015

CURRENT POSITION TITLE: ~~DISTRICT~~ COURT COORDINATOR CURRENT SLOT #: 0003

REQUESTED POSITION TITLE: ~~DISTRICT~~ COURT COORDINATOR

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY INCREASE

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

POSITION SALARY REQUEST:

Salary Amount:

$	$	$
~~67,594.00~~ 69,622.00 dm.	80,000.00	~~12,406.00~~ 10,378.00 dm
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Salary Amount:

$	$	$
0.00	0.00	0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[✓] Current Department Budget [ ] Annual Budget Cycle [X] Will Require Additional Funds

[ ] Other

2016 JAN 27 PM 4:55 HIDALGO COUNTY BUDGET OFFICE

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[X]	Exempt	[ ]
Non-Exempt	[ ]	Non-Exempt	[X]
N/A	[ ]		

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

AS REQUESTED BY JUDGE JESUS CONTRERAS SALARY INCREASE WAS GRANTED DUE TO ENHANCED QUALIFICATIONS, CURRENT COMPETENCIES, PERFORMANCE AND INCREASED CONTRIBUTION TO THE 449TH DISTRICT COURT, HIDALGO COUNTY AND THEIR CITIZENS.

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

POSITION RECLASSIFICATION: 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

HIDALGO COUNTY BUDGET DEPT. JAN 27 PM 3:15

1.	DEPARTMENT HEAD	11/2/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	1/27/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/29/2016 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED Jan 20, 2016 HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 449TH DISTRICT COURT (011-001) DATE: 9/1/2015

CURRENT POSITION TITLE: ASSISTANT COURT COORDINATOR CURRENT SLOT #: 0005

REQUESTED POSITION TITLE: ASSISTANT COURT COORDINATOR

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 46,350.00 → 47,740.00	$ 51,350.00	$ 5,000.00 → 3,610.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

~~Salary Amount~~ DT

* interpreter pay

$ 6,000.00	$ 6,000.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other

2016 JAN 27 PM 4 56 HIDALGO COUNTY BUDGET OFFICE

POSITION Type:

Full Time Employee Object 113	☒	Part Time Employee Object 114	☐	Enter hourly rate for temp. positions
Full Time Employee Temporary Object 121	☐	Part Time Temporary Object 122	☐	$ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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 REQUESTED BY JUDGE JESUS CONTRERAS SALARY INCREASE WAS GRANTED DUE TO ENHANCED QUALIFICATIONS, CURRENT COMPETENCIES, PERFORMANCE AND INCREASED CONTRIBUTION TO THE 449TH DISTRICT COURT, HIDALGO COUNTY AND THEIR CITIZENS.

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

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

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

HIDALGO COUNTY BUDGET OFFICE 2016 JAN 27 PM 4 56

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	9/4/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	1/27/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/29/2016 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

DATE: February 3, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 449th DC

ACCOUNT NUMBER: 6-1100-412-00-011-001-0-XXX

2016
Transfer

AI-53058

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

SUBJECT: **Intradepartmental transfer(s)** (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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Other	113	Reg F/T Employees	12,594.56
890	Other	220	FICA	963.48
890	Other	230	Retirement	1,416.89
890	Other	250	Unemployment Comp	75.57
890	Other	260	Workers Comp	26.45
			TOTAL	$ 15,076.95

REASON:
Transfer needed to fund salary increases and related fringe benefits for two poisitions (AI-53058 CC 02/03/16).

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-53141

Human Resources 12. C.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Public Defender (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel Related Amendments.
2. Discussion, consideration, and approval of the following personnel action effective next pay period, 02/08/2016:

Action	*Slot#*	*Dept.*	*Position Title*	*Current Budgeted Salary*	*Proposed Position Title*	*Proposed Budgeted Salary*
Reclassification	0001	085-003	Public Defender III	$62,475.00	Public Defender IV	$67,472.00
Reclassification	0019	085-003	Public Defender IV	$67,472.00	Public Defender III	$62,475.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-412-30-085-003-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
No Budgetary Impact.

Attachments

JOB DESCRIPTION
JOB DESCRIPTION
Fiscal Note
PAR's
Classification Committee Recommendation Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 11:18 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM
Form Started By: Diana Munoz		Started On: 01/27/2016 10:36 AM

Final Approval Date: 01/29/2016

HIDALGO COUNTY PUBLIC DEFENDERS

PUBLIC DEFENDER III

GENERAL DESCRIPTION

Provides advance legal representation as a court appointed attorney for defendants charged with criminal offenses. Represents indigent clients accused of criminal violations in the phases of complex cases involving criminal defense; assists in providing work direction to other attorneys as assigned. Provides oversight to subordinate staff; will serve as a lead capacity, advising other attorneys while being assigned the more complex and difficult cases.

EXAMPLES OF WORK PERFORMED

Assists in the planning, development, implementation and review of departmental policies and procedures and ensures activities are consistent with goals and objectives

Assists in the direction and oversight of subordinate staff within the department; makes recommendations regarding performance evaluations and/or disciplinary actions

Assists in providing work direction to other attorneys as assigned; lead other attorneys assigned to complex cases

Provides technical expertise and work direction to other attorneys as assigned; lead other attorneys assigned to complex and/or controversial cases

Conducts research and responds to inquiries regarding legal issues related to criminal law from other departments and/or other external agencies

Advises staff and the public on legal matters and the interpretation and application of County laws and regulations

Prepares legal opinions, briefs, contracts, proposals, and reports

Conducts or assists in conducting administrative, regulatory, evidentiary, and enforcement hearings

Negotiate settlements on behalf of assigned clients

Researches points of law involved in hearings to determine the validity and completeness of cases cited

Investigates alleged law violations and prepared reports of findings

Review cases to determine if pretrial motions must be filed

Assists in preparing cases for court trial and in representing the County in matters before court as appropriate

Gather evidence to formulate defense or to initiate legal actions, by such means as interviewing witnesses to ascertain the facts of a case

Represents clients in court for complex criminal cases

Serves as a liaison during community/business gatherings with other County departments, including external groups and organizations

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience practicing law with litigation including a minimum of one (1) year of supervisory experience

Graduation from an accredited law school with a Bachelor of Laws (LL.B.) or a Juris Doctor (J.D.) degree

Member must be in good standing with the State Bar of Texas.

Bilingual (Spanish and English) with ability to converse fluently in both languages

Certificates, Licenses & Registration

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

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

Must possess a license to practice law in the State of Texas

Knowledge, Skills, & Abilities

Knowledge of legal principles, practices, and proceedings; and of laws, regulations, and rules related to the County

Ability to comprehend and analyze complex legal issues and complicated factual details

Ability to work effectively with others as well as work independently, without close supervision

Ability to conduct hearings, to prepare opinions and briefs, to prepare cases for trial, to conduct research, to summarize findings, to interpret and apply laws, to use legal reference materials, and to communicate effectively

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 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 PUBLIC DEFENDERS

PUBLIC DEFENDER IV

GENERAL DESCRIPTION

Provides advance legal representation as a court appointed attorney for defendants charged with criminal offenses and child welfare. Represents indigent clients accused of criminal violations in the phases of complex cases involving criminal defense; represents custodial parents in removal proceedings. Will assists in providing work direction to other attorneys, as assigned. Provides oversight to subordinate staff; will serve as a lead capacity, advising other attorneys while being assigned the more complex and difficult cases.

EXAMPLES OF WORK PERFORMED

Assists in the planning, development, implementation and review of departmental policies and procedures and ensures activities are consistent with goals and objectives

Assists in the direction and oversight of subordinate staff within the department; makes recommendations regarding performance evaluations and/or disciplinary actions

Assists in providing work direction to other attorneys as assigned; lead other attorneys assigned to complex cases

Provides technical expertise and work direction to other attorneys as assigned; lead other attorneys assigned to complex and/or controversial cases

Conducts research and responds to inquiries regarding legal issues related to criminal law from other departments and/or other external agencies

Advises staff and the public on legal matters and the interpretation and application of County laws and regulations

Prepares legal opinions, briefs, contracts, proposals, and reports

Conducts or assists in conducting administrative, regulatory, evidentiary, and enforcement hearings

Negotiate settlements on behalf of assigned clients

Researches points of law involved in hearings to determine the validity and completeness of cases cited

Review cases to determine if pretrial motions must be filed

Assists in preparing cases for court trial and in representing the County in matters before court as appropriate

Gather evidence to formulate defense or to initiate legal actions, by such means as interviewing witnesses to ascertain the facts of a case

Represents clients in court for complex criminal cases

Serves as a liaison during community/business gatherings with other County departments, including external groups and organizations

Represents custodial parent in removal proceedings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five to six (5-6) years of experience practicing law with litigation including a minimum of one (1) year of supervisory experience

Graduation from an accredited law school with a Bachelor of Laws (LL.B.) or a Juris Doctor (J.D.) degree

Member must be in good standing with the State Bar of Texas

Bilingual (Spanish and English) with ability to converse fluently in both languages

Certificates, Licenses & Registration

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

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

Must possess a license to practice law in the State of Texas

Knowledge, Skills, & Abilities

Knowledge of legal principles, practices, and proceedings; and of laws, regulations, and rules related to the County

Ability to comprehend and analyze complex legal issues and complicated factual details

Ability to work effectively with others as well as work independently, without close supervision

Ability to conduct hearings, to prepare opinions and briefs, to prepare cases for trial, to conduct research, to summarize findings, to interpret and apply laws, to use legal reference materials, and to communicate effectively

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 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
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: Wednesday, February 03, 2016 Agenda Item: 53141

Summary of request/proposal:
Public Defender (1100)-
Approval of the following personnel actions, effective 2/08/16:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Public Defender IV	0001	113	62,475.00	67,472.00	4,997.00
1100	Public Defender III	0019	113	67,472.00	62,475.00	(4,997.00)
				129,947.00	129,947.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-30-085-003-0-	113	PUBLIC DEFENDER-	REG F/T EMPLOYEES	$0.00
6-1100-412-30-085-003-0-	211	PUBLIC DEFENDER-	HEALTH INSURANCE	$0.00
6-1100-412-30-085-003-0-	212	PUBLIC DEFENDER-	LIFE INSURANCE	$0.00
6-1100-412-30-085-003-0-	220	PUBLIC DEFENDER-	FICA	$0.00
6-1100-412-30-085-003-0-	230	PUBLIC DEFENDER-	RETIREMENT	$0.00
6-1100-412-30-085-003-0-	250	PUBLIC DEFENDER-	UNEMPLOYMENT COMP	$0.00
6-1100-412-30-085-003-0-	260	PUBLIC DEFENDER-	WORKER'S COMP	$0.00
			2016 Budgetary Impact	$0.00

2017 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 26 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER (085 - 003) **DATE:** 01/25/2016

CURRENT POSITION TITLE: PUBLIC DEFENDER III **CURRENT SLOT. #:** 0001

REQUESTED POSITION TITLE: PUBLIC DEFENDER IV
(For new positions or reclassifications)

REQUEST FOR:

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

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

HIDALGO COUNTY BUDGET OFFICE 2016 JAN 27 PM 4 56

POSITION SALARY REQUEST:

Salary Amount: $ 62,475.0000 (Current Budgeted Salary) $ 67,472.00 (Proposed Budgeted Salary) $ 4,997.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other 6-1100-412-30-085-003-0-113

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.)
02/08/2016				

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

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

DURING THE 2016 BUDGET WORKSHOP, COMMISSIONER'S COURT WAS IN AGREEMENT THAT THE PUBLIC DEFENDER'S OFFICE WOULD TAKE ON THE ADDITIONAL DUTIES AND RESPONSIBILITIES OF PROVIDING LEGAL DEFENSE IN THE CHILD WELFARE COURT IN ORDER TO REDUCE CHILD WELFARE DEFENSE LEGAL REPRESENTATION, EFFECTIVE IMMEDIATELY.

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

ATTORNEY WILL OVERSEE THE CHILD WELFARE SECTION.

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

CURRENTLY THE PUBLIC DEFENDER'S OFFICE REPRESENTS CLIENTS CHARGED WITH JUVENILE, ADULT MISDEMEANOR & FELONY LEVEL CHARGES. ASSSISTANT PUBLIC DEFENDER WILL TAKE ON THE ADDITIONAL DUTIES AND RESPONSIBILITIES IN THE CHILD WELFARE COURT.

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

THE OFFICE OF THE PUBLIC DEFENDER'S HAS GROWN FROM 8 TO 18 EMPLOYEES INT HE PAST YEARS, TO INCLUDE THE FOLLOWING: JUVENILE SECTION (4) FTE; (3) ADDITIONAL ATTORNEY POSITIONS, A CLERK; ALONG WITH THE JUDICIAL SYSTEM ADDING (2) COUNTY COURT AT LAWS (7&8) TO HIDALGO COUNTY ALONG WITH THE ADDITION OF THE FELONY CASELOAD ALONG WITH SEVEN (7) SPECIALTY

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

HUMAN RESOURCES: Classification and Salary Recommendation

HIDALGO COUNTY BUDGET OFFICE 2016 JAN 27 PM 4:56

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	1/25/16 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	1/27/2016 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/29/2016 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 26 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER (085 -003) **DATE:** 01/25/2016

CURRENT POSITION TITLE: PUBLIC DEFENDER IV **CURRENT SLOT. #:** 0019

REQUESTED POSITION TITLE: PUBLIC DEFENDER III
(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: $ ~~62,475.00~~ 67,472.00 Current Budgeted Salary | $ 62,475.00 Proposed Budgeted Salary | $ < 4997.00 ~~000~~ 7 Net Change

Position to be funded from one of the following:

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

☑ Other 6-1100-412-30-085-003-0-113

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

2016 JAN 27 PM 4:56 HIDALGO COUNTY BUDGET OFFICE

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
01/25/2016				

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

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

The Public Defender's Office requires additional attorneys to handle an adult criminal caseload.

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

Public Defender III

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

Employee will be assigned a full adult criminal caseload.

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

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

HIDALGO COUNTY
BUDGET OFFICE
2016 JAN 27 PM 4 56

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 1/26/16	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 1/26/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/28/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: Public Defender

DATE: 01/27/2016

DEPARTMENT NUMBER: 085

PROGRAM No.: 003

CURRENT GRADE/TITLE:

CURRENT SLOT No.: 001

Public Defender III	$62,475.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Public Defender IV	$67,472.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Human Resources Representative	**Date** 1/27/2016
County Treasurer Representative	**Date** 01/28/16
Budget & Management Representative	**Date** 1/29/2016

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: Public Defender | **DATE: 01/27/2016**

DEPARTMENT NUMBER: 085 | **PROGRAM No.: 003**

CURRENT GRADE/TITLE: | **CURRENT SLOT No.: 0019**

Public Defender IV	$67,472.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Public Defender III	$62,475.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Human Resources Representative	1/27/2016 **Date**
Norma G. García **County Treasurer Representative**	01/28/16 **Date**
Budget & Management Representative	1/29/2014 **Date**

AI-53163

Human Resources 12. D.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Precinct 1 Parks (1100) / Pct 1 Administration (1200) / BCAP (1200):
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, 02/08/2016:

Action	***Dept. / Program***	***Slot#***	***Position Title***	***Current Budgeted Salary/ Supplement***	***Proposed Budgeted Salary/ Supplement***
Salary/ Supplement Pay (delete)	121-013	0004	Accounts Payable Supervisor	$41,988.00	$41,988.00
	125-028	A005		$3,500.00	$0.00
Salary/ Supplement Pay (add)	121-004	0009	Clerk IV	$39,253.00	$39,253.00
	125-028	A006		$0.00	$3,500.00

3. Approval to revise salary schedule (s) in accordance with Commissioners Court approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-452-00-121-013-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
No Budgetary Impact.

FISCAL YEAR: 2016 ACCT. #: 6-1200-431-00-121-004-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
No Budgetary Impact.

FISCAL YEAR: 2016 ACCT. #: 6-1200-431-00-125-028-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
No Budgetary Impact.

Attachments

Fiscal Note

PAR's

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 11:21 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Diana Munoz Started On: 01/27/2016 04:53 PM

Final Approval Date: 01/29/2016

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: Wednesday, February 03, 2016 Agenda Item: 53163

Summary of request/proposal:
Precinct 1 Parks (1100)-
Approval of the following personnel actions, effective 2/08/16:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Accounts Payable Supervisor	0004	113	41,988.00	41,988.00	0.00
				41,988.00	41,988.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-452-00-121-013-0-	113	PCT 1 PARKS-	REG F/T EMPLOYEES	$0.00
6-1100-452-00-121-013-0-	211	PCT 1 PARKS-	HEALTH INSURANCE	$0.00
6-1100-452-00-121-013-0-	212	PCT 1 PARKS-	LIFE INSURANCE	$0.00
6-1100-452-00-121-013-0-	220	PCT 1 PARKS-	FICA	$0.00
6-1100-452-00-121-013-0-	230	PCT 1 PARKS-	RETIREMENT	$0.00
6-1100-452-00-121-013-0-	250	PCT 1 PARKS-	UNEMPLOYMENT COMP	$0.00
6-1100-452-00-121-013-0-	260	PCT 1 PARKS-	WORKER'S COMP	$0.00
			2016 Budgetary Impact	$0.00

2017 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

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: Wednesday, February 03, 2016 Agenda Item: 53163

Summary of request/proposal:
Precinct 1 Administration (1200)-
Approval of the following personnel actions, effective 2/08/16:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Clerk IV	0009	113	39,253.00	39,253.00	0.00
				39,253.00	39,253.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-121-004-0-	113	PCT 1 ADMINISTRATION-	REG F/T EMPLOYEES	$0.00
6-1200-431-00-121-004-0-	211	PCT 1 ADMINISTRATION-	HEALTH INSURANCE	$0.00
6-1200-431-00-121-004-0-	212	PCT 1 ADMINISTRATION-	LIFE INSURANCE	$0.00
6-1200-431-00-121-004-0-	220	PCT 1 ADMINISTRATION-	FICA	$0.00
6-1200-431-00-121-004-0-	230	PCT 1 ADMINISTRATION-	RETIREMENT	$0.00
6-1200-431-00-121-004-0-	250	PCT 1 ADMINISTRATION-	UNEMPLOYMENT COMP	$0.00
6-1200-431-00-121-004-0-	260	PCT 1 ADMINISTRATION-	WORKER'S COMP	$0.00
			2016 Budgetary Impact	$0.00

2017 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Wednesday, February 03, 2016 Agenda Item: 53163

Summary of request/proposal:
BCAP (1200)-
Approval of the following personnel actions, effective 2/08/16:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Accounts Payable Supervisor	A005	117	3,500.00	0.00	(3,500.00)
1100	Clerk IV	A006	117	0.00	3,500.00	3,500.00
				3,500.00	3,500.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-125-028-0-	117	BCAP-	SUPPLEMENT PAY	$0.00
6-1200-431-00-125-028-0-	211	BCAP-	HEALTH INSURANCE	$0.00
6-1200-431-00-125-028-0-	212	BCAP-	LIFE INSURANCE	$0.00
6-1200-431-00-125-028-0-	220	BCAP-	FICA	$0.00
6-1200-431-00-125-028-0-	230	BCAP-	RETIREMENT	$0.00
6-1200-431-00-125-028-0-	250	BCAP-	UNEMPLOYMENT COMP	$0.00
6-1200-431-00-125-028-0-	260	BCAP-	WORKER'S COMP	$0.00
			2016 Budgetary Impact	$0.00

2017 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 27 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 (121-013) / BCAP (125-028) DATE: 1/27/2016

CURRENT POSITION TITLE: ACCOUNTS PAYABLE SUPERVISOR CURRENT SLOT #: 121-013 / 4 & 125-028 / A005

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE SUPPLEMENT PAY

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

POSITION SALARY REQUEST:

Salary Amount: 6-1100-452-00-121-013-0-113

$ 41,988.00	$ 41,988.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

6-1200-431-00-125-028-117

$ 3,500.00	$ 0.00	$ (3,500.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[x] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] _____

POSITION TYPE:

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

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [x]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [x]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)
Removing supplement pay due to reassignment of duties.

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

POSITION RECLASSIFICATION: 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.	[signature]	1-27-16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	[signature] HUMAN RESOURCES DIRECTOR	1/28/2016 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	1/29/2016 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 27 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 (121-004) / BCAP (125-028) DATE: 1/27/2016

CURRENT POSITION TITLE: CLERK IV CURRENT SLOT #: 121-004 / 9 & 125-028 / A005 4 dm.

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD SUPPLEMENT PAY

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

POSITION SALARY REQUEST:

Salary Amount: 6-1200-431-00-121-004-0-113

$ 39,253.00	$ 39,253.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary 6-1200-431-00-125-028-117 -0-	Net Change

$ 0	$ 3,500.00	$ 3,500.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] _____

POSITION TYPE:

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

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [x]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [x]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)
Adding supplement pay due to reassignment of duties.

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

POSITION RECLASSIFICATION: 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.		1-27-16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	1/28/2016 Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/29/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

Human Resources 12. E.

AI-53200

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

CCL#3 PROBATE COURT (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, 02/08/16:

Action	***Department***	***Slot#***	***Position Title***	***Current Budgeted Salary/ Allowance***	***Proposed Budgeted Salary/ Allowance***
Salary Adjustment/ Increase	023-001	0003	Court Coordinator	$69,168.00	$70,168.00
Salary Adjustment/ Increase	023-001	0004	Probate Court Auditor	$47,135.00	$48,135.00
Salary Adjustment/ Increase	023-001	0005	Investigator	$47,135.00	$48,135.00
Salary Adjustment/ Decrease (Vacant)	023-001	0006	Bailiff	$37,881.00	$32,881.00
Interpreter Pay (delete)				$6,000.00	$0.00
Salary Adjustment/ Increase	023-001	0007	Court Assistant	$36,957.00	$37,957.00
Interpreter Pay (add)				$0.00	$6,000.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-412-00-023-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Cost Savings

Attachments

Fiscal Note
PAR's

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 03:42 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Diana Munoz Started On: 01/29/2016 11:21 AM

Final Approval Date: 01/29/2016

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: Wednesday, February 03, 2016 Agenda Item: 53200

Summary of request/proposal:
CCL #3 Probate Court (1100)-
Approval of the following personnel actions, effective 2/08/16:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Court Coordinator	0003	113	69,168.00	70,168.00	1,000.00
1100	Probate Court Auditor	0004	113	47,135.00	48,135.00	1,000.00
1100	Investigator	0005	113	47,135.00	48,135.00	1,000.00
1100	Bailiff	0006	113	37,881.00	32,881.00	(5,000.00)
1100	Bailiff	0006	116	6,000.00	0.00	(6,000.00)
1100	Court Assistant	0007	113	36,957.00	37,957.00	1,000.00
1100	Court Assistant	0007	116	0.00	6,000.00	6,000.00
				244,276.00	243,276.00	(1,000.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-00-023-001-0-	113	CCL #3 PROBATE CRT-	REG F/T EMPLOYEES	($900.38)
6-1100-412-00-023-001-0-	116	CCL #3 PROBATE CRT-	INTERPRETER PAY	$0.00
6-1100-412-00-023-001-0-	211	CCL #3 PROBATE CRT-	HEALTH INSURANCE	$0.00
6-1100-412-00-023-001-0-	212	CCL #3 PROBATE CRT-	LIFE INSURANCE	$0.00
6-1100-412-00-023-001-0-	220	CCL #3 PROBATE CRT-	FICA	($68.88)
6-1100-412-00-023-001-0-	230	CCL #3 PROBATE CRT-	RETIREMENT	($101.29)
6-1100-412-00-023-001-0-	250	CCL #3 PROBATE CRT-	UNEMPLOYMENT COMP	($5.40)
6-1100-412-00-023-001-0-	260	CCL #3 PROBATE CRT-	WORKER'S COMP	($1.89)
			2016 Budgetary Impact	($1,077.84)

2017 Budgetary Impact: ($1,197.10)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 29 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CCL#3 PROBATE COURT (023-001) DATE: 1/29/2016

CURRENT POSITION TITLE: COURT COORDINATOR CURRENT SLOT #: 0003

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Salary Adjustment

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

POSITION SALARY REQUEST:

Salary Amount:

$ 69,168.00	$ 70,168.00	$ 1,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Supplement Pay:

$ 0.00	$ 0.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] 1100-412-00-023-001-0

POSITION TYPE:

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

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

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

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

POSITION RECLASSIFICATION: 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.	[signature]	1/29/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	[signature] HUMAN RESOURCES DIRECTOR	1/29/2016	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	1/29/2016	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 29 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CCL#3 PROBATE COURT (023-001) DATE: 1/29/2016

CURRENT POSITION TITLE: PROBATE COURT AUDITOR CURRENT SLOT #: 0004

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Salary Adjustment

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

POSITION SALARY REQUEST:

Salary Amount:

$ 47,135.00	$ 48,135.00	$ 1,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Supplement Pay:

$ 0.00	$ 0.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[x] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] 1100-412-00-023-001-0

POSITION TYPE:

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

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[x]	Exempt	[ ]
Non-Exempt	[ ]	Non-Exempt	[x]
N/A	[ ]		

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

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

POSITION RECLASSIFICATION: 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.		1/29/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO	
2.	HUMAN RESOURCES DIRECTOR	1/29/2016 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/29/2016 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 29 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CCL#3 PROBATE COURT (023-001) DATE: 1/29/2016

CURRENT POSITION TITLE: INVESTIGATOR CURRENT SLOT #: 0005

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Salary Adjustment

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

POSITION SALARY REQUEST:

Salary Amount:

$ 47,135.00	$ 48,135.00	$ 1,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Supplement Pay:

$ 0.00	$ 0.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[x] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] 1100-412-00-023-001-0

POSITION TYPE:

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

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt [x]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [x]

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

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

POSITION RECLASSIFICATION: 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.	[signature]	1/29/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	1/29/2016	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/29/2016	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 29 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CCL#3 PROBATE COURT (023-001) DATE: 1/29/2016

CURRENT POSITION TITLE: BAILIFF CURRENT SLOT #: 0006

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other Salary Adjustment

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

POSITION SALARY REQUEST:

Salary Amount:

$ 37,881.00	$ 32,881.00	$ (5,000.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Interpreter Pay:

$ 6,000.00	$ 0.00	$ (6,000.00)
Current G&S/ Budgeted Supplement	Proposed G&S/ Budgeted Supplement	Net Change

Position to be funded from one of the following:

[x] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] 1100-412-00-023-001-0

POSITION TYPE:

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

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt [x]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [x]

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

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

POSITION RECLASSIFICATION: 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.	[signature]	1/29/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	[signature] HUMAN RESOURCES DIRECTOR	1/29/2016 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	1/29/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 29 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CCL#3 PROBATE COURT (023-001) DATE: 1/29/2016

CURRENT POSITION TITLE: COURT ASSISTANT CURRENT SLOT #: 0007

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other Salary Adjustment

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

POSITION SALARY REQUEST:

Salary Amount:

$ 36,957.00	$ 37,957.00	$ 1,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Interpreter Pay:

$ 0.00	$ 6,000.00	$ 6,000.00
Current G&S/ Budgeted Supplement	Proposed G&S/ Budgeted Supplement	Net Change

Position to be funded from one of the following:

[x] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] 1100-412-00-023-001-0

POSITION TYPE:

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

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt [x]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [x]

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

SALARY INCREASE

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

POSITION RECLASSIFICATION: 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.		1/29/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
		Date				
2.		1/29/2016	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
	HUMAN RESOURCES DIRECTOR	Date				
3.		1/29/2016	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date				
4.						
	COMMISSIONERS' COURT APPROVAL	Date				

Human Resources 12. F.

AI-53232

CC - REGULAR
Meeting Date: 02/03/2016
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Discussion, consideration, and possible action regarding the adoption of revised examples of "Prohibited Conduct," currently found in Section 9.45 of the Hidalgo County Personnel Policy Manual.

BACKGROUND

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 05:16 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Diana Munoz Started On: 01/29/2016 04:45 PM
Final Approval Date: 01/29/2016

NEW

bb. Discourtesy to the public;
cc. Acceptance of any gratuity or gift for the performance or nonperformance of official duties or any use of position as County employee for private gain;
dd. Failure to wear presentable dress and/or uniform if required;
ee. Conduct or actions that seriously impair an employee's job effectiveness;
ff. Conduct which is detrimental to or has an adverse affect on the County;
gg. Failure to obtain and maintain any job qualifications, licenses or certifications required by the employee's job description;
hh. Conviction of: felony offenses; Class B or above misdemeanor offenses which impair an employee's job effectiveness; or any crime involving moral turpitude;
ii. Failure to satisfactorily complete, obtain or maintain any required physical and/or psychological fitness for duty;
jj. Engaging in conduct off the job location and off duty which negatively affects the employee's effectiveness on the job or negatively affects the County;
kk. Gross or repeated neglect of duty;
ll. Poor job performance;
mm. Perjury;
nn. Knowingly creating and submitting false and/or slanderous reports concerning, and/or gossip regarding, fellow employees, supervisors, subordinates, Elected Officials and/or Department Heads;
oo. Dishonesty characterized by a lack of trust, honesty or truthfulness;
pp. Failure to observe assigned office hours, including time limits set for work and lunch breaks. In this regard, it is not appropriate for an employee to use work breaks to come to work late, extend lunch breaks, or leave work early;
qq. Personal reading, wasting time, visiting excessively or behaving in a way that distracts other employees or disrupts the workplace;
rr. Failing to follow a supervisor's instruction in performing job tasks;
ss. Except for authorized law enforcement personnel, having firearms or other dangerous weapons on County and/or District owned or leased premises or in County owned or leased vehicle used during the course and scope of the Employee's employment.
uu. Engaging in activities that endanger fellow employees or other persons;
vv. Failing to maintain a clean, safe work area and/or failing to observe all safety and security rules;
ww. Failing to observe leave policies, including compliance with the overtime compensation requirement of the Fair Labor Standards Act;
yy. Excessive or inappropriate use of leave; and
zz. Unexcused absenteeism.

NEW

EXAMPLES OF PROHIBITED CONDUCT

5.86 The following activities are examples of employee conduct prohibited by the County:

a. Fighting on the job;
b. Threatening, intimidating, coercing or interfering with fellow employees or other persons during working hours;
c. Creating a negative work atmosphere during working hours;
d. Sleeping while on duty;
e. Gambling while on duty;
f. Insubordination;
g. Theft, damage, misuse, sale, destruction or unauthorized possession of property belonging to the County, fellow employees or others;
h. Falsifying County records, reports or any other written document;
i. Immoral conduct which violates common decency on the job or associated with job related activities;
j. Sexual harassment or discrimination of County employees or other persons;
k. Violations of the County's equal employment opportunity policy;
l. Violation of existing federal, state or County laws, rules or regulations;
m. Possession or use of alcohol or a controlled substance on the job or in areas that are associated with job related activities as well as reporting for work or attempting to report for work after consuming alcohol or a controlled substance;
n. Engaging in work other than on County property or on County projects during working hours;
o. Carelessness affecting personal safety or property of any employee, the County or others;
p. Failing to report every accident, injury or any damage occurring to or involving County property or personnel to the employee's Elected Official/Department Head or supervisor and the Human Resources Department;
q. Use of County vehicles, equipment, tools, material or facilities for personal or private purposes;
r. Use of telephones for personal long distance calls and excessive use of telephones for personal calls unless authorized by the employee's supervisor;
s. Improper maintenance of County equipment;
t. Deliberate waste of County materials or parts;
u. Deliberate or reckless conduct which causes damage to equipment or property belonging to County, another employee or another person;
v. Wasting time or loitering;
w. Absence from duty or job site during working hours without permission from the employee's immediate supervisor;
x. Failing to report an absence from work to the employee's Elected Official/Department Head or supervisor prior to the commencement of the work day;
y. Abuse of sick leave;
z. Excessive absenteeism or tardiness;
aa. Knowingly harboring or refusing treatment of a contagious disease or other physical conduction which endangers other employees or other persons;

AI-53158

Human Resources 12. G.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Discussion, consideration, and approval to continue the project work and the analysis necessary to implement the Hidalgo County Classification and Compensation (Grade and Step) Plan for all County Departments, to include updating Phase I (Commissioners' Court Departments), Phase II (Elected Official Departments), and the development of Phase III (all other Departments and Offices).

BACKGROUND

Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 11:19 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Diana Munoz Started On: 01/27/2016 04:02 PM
Final Approval Date: 01/29/2016

HIDALGO COUNTY

Department Of Budget & Management

CLASSIFICATION AND COMPENSATION PAY PLAN

for the year 2016

COUNTY DEPARTMENTS

DEPT. NO	DEPT. NAME	COUNT
085	PUBLIC DEFENDERS	18
	INDIGENT DEFENSE	7
100	LAW LIBRARY	3
115	BUDGET AND MANAGEMENT	31
125	EXECUTIVE OFFICE	35
130	ELECTIONS	22
160	PURCHASING	29
190	HUMAN RESOURCES	10
200	INFORMATION TECHNOLOGY	24
210	PLANNING	26
220	FACILITIES MANAGEMENT	96
240	HUMAN SERVICES	30
250	URBAN COUNTY	31
300	FIRE MARSHAL	9
320	ADULT PROBATION	8
340	HEALTH	162
350	WIC	225
360	CHILD WELFARE	3
370	VETERAN'S SERVICES	5
380	TX AGRILIFE EXTENSION	11
		785

TOTAL COUNTY EMPLOYEES: 2,999

CLASSIFIED POSITIONS		
LAW ENFORCEMENT S&G	690	
COUNTY DEPARTMENTS	2,046	
	2,736	91.23%
NON- CLASSIFIED POSITIONS		
COURT REPORTERS	20	
JUVENILE	199	
	219	7.30%
EXEMPT POSITIONS		
ELECTED OFFICIALS	42	
APPOINTED OFFICIALS	2	
	44	1.47%

ELECTED OFFICIAL OFFICES

DEPT. NO	DEPT. NAME	COUNT
080	CRIMINAL DISTRICT ATTORNEY	132
090	DISTRICT CLERK	68
140	TAX OFFICE	146
150	COUNTY TREASURER	13
170	COUNTY AUDITOR	46
180	COUNTY CLERK	82
270	H.I.T.D.A.	14
280	SHERIFF	165
291	CONSTABLE PCT. 1	2
292	CONSTABLE PCT. 2	3
293	CONSTABLE PCT. 3	3
294	CONSTABLE PCT. 4	2
110	COUNTY JUDGE	23
121	COMMISSIONER PRECINCT 1	116
122	COMMISSIONER PRECINCT 2	89
123	COMMISSIONER PRECINCT 3	123
124	COMMISSIONER PRECINCT 4	115
		1,142

COURTS

DEPT. NO	DEPT. NAME	COUNT
001	92ND DISTRICT COURT	3
002	93RD DISTRICT COURT	3
003	139TH DISTRICT COURT	3
004	206TH DISTRICT COURT	4
005	275TH DISTRICT COURT	3
006	332ND DISTRICT COURT	3
007	370TH DISTRICT COURT	3
008	389TH DISTRICT COURT	3
009	398TH DISTRICT COURT	3
010	430TH DISTRICT COURT	3
011	449TH DISTRICT COURT	3
021	COUNTY COURT AT LAW 1	3
022	COUNTY COURT AT LAW 2	3
023	COUNTY COURT AT LAW 3	5
024	COUNTY COURT AT LAW 4	3
025	COUNTY COURT AT LAW 5	3
026	COUNTY COURT AT LAW 6	3
027	COUNTY COURT AT LAW 7	3
028	COUNTY COURT AT LAW 8	3
031	MASTER COURT 1	2
032	MASTER COURT 2	2
045	AUXILIARY COURT	4
055	CHILD PROTECTIVE COURT	1
061	JUSTICE OF THE PEACE PCT 1, PLACE 1	6
062	JUSTICE OF THE PEACE PCT 1, PLACE 2	6
063	JUSTICE OF THE PEACE PCT 2, PLACE 1	6
064	JUSTICE OF THE PEACE PCT 2, PLACE 2	6
065	JUSTICE OF THE PEACE PCT 3, PLACE 1	6
066	JUSTICE OF THE PEACE PCT 3, PLACE 2	6
067	JUSTICE OF THE PEACE PCT 4, PLACE 1	7
068	JUSTICE OF THE PEACE PCT 4, PLACE 2	7
		119

AI-53171

Health & Human Services Dept.
13. A.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Review of Infectious Diseases that may affect Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: N/A
FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
No budgetary impact.

Attachments

backup
backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 10:25 AM
Manuel Chapa	Manuel Chapa	01/29/2016 01:56 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Mike Escaname Started On: 01/28/2016 09:52 AM
Final Approval Date: 01/29/2016

Dengue

Vector: Aedes mosquitoes**: *Aedes aegypti*** and **albopictus.** We have both.

Transmission cycle: Mosquito-human-mosquito

4 serotypes: Dengue 1, 2, 3 4.

Symptoms: Fever, headaches, myalgia, arthralgia, rash. Symptoms last about a week.

Hemorrhagic: Regular dengue symptoms + Severe abdominal pain, persistent vomiting, change in mental status, signs of shock, skin hemorrhage, plasma leakage.

Vaccine in Mexico, but no FDA approved vaccine in the U.S yet. No cure

Chikungunya

Mostly the same as dengue, except you get severe join pain. No deaths. No hemorrhage

West Nile

Infects: Humans, Birds. Mosquitoes and Horses

Vectors: Culex. We have the vectors.

Transmission: Mosquitoes- birds (birds act as virus amplifiers). Humans and horses- dead end host.

Symptoms:

70- % 80% people have no symptoms

20% have mild febrile symptoms like rash, body aches, fever.

Severe infection: 1 in 150 cases are severe

Neuroinvasive disease: headache, high fever, neck stiffness, coma, paralysis, death

Zika

Closely related to dengue and chikungunya with the same vectors.

It was first isolated in Africa in Uganda in 1947

Generally a mild disease. 80% people asymptomatic

Symptoms:

- Fever
- Rash,
- Joint Pain,
- Conjunctivitis (red eyes).
- Muscle pain
- Headache.

In 2015, Cases of microcephaly spiked in Brazil while they were having a Zika outbreak.

It went from estimated 150-3000

Zika virus found in breast milk but it might not be transmissible, according to CDC.

Link between microcephaly suspected NOT CONFIRMED.

Zika virus found in placenta and nervous tissues of babies with microcephaly whose mothers had zika. More cases being tested and studied. Not all 3000 cases have been tested for zika in Brazil.

Scientists don't understand much more than that about the connection.

There is also a potential connection to Guillan Barre. Nothing known about that either.

No Vaccine

No Cure

WHO estimates 4 million to 5 million cases of Zika in the Americas by the end of the year. WHO has subsequently declared a global emergency.

No local cases in the Valley. Some travel associated cases in Houston.

A sexually transmitted case in Dallas as of 02/03/2016

2 confirmed cases of local transmission in Mexico confirmed by CDC in Chiapas and Nuvea Leon.

Testing

CDC is the only lab testing for Zika right now. However, according to CDC, there are trying to get the capacity to test for Zika in some state labs soon.

Prevention

4 D's

1. Stay indoors at dawn and dusk
2. Dress in long sleeves
3. Use DEET. (Safe even for pregnant women)
4. Drain standing water

Prevención de picaduras de mosquitos (Estados Unidos)



No todos los mosquitos son iguales. Diferentes mosquitos transmiten distintos virus y pican en diferentes momentos del día.

Tipo de mosquito	Virus que transmiten	Hábitos al picar
Aedes aegypti, *Aedes albopictus*	Chikungunya (chikunguña), dengue	Durante el día
Culex	Virus del Nilo Occidental	Desde el anochecer hasta el amanecer

Protéjase y proteja a su familia de las picaduras de mosquitos

Use repelente de insectos

Use un repelente de insectos registrado en la Agencia de Protección Ambiental de los EE. UU. (EPA, por sus siglas en inglés) con uno de los siguientes ingredientes activos. Todos los repelentes de insectos registrados en la EPA han sido evaluados para determinar su seguridad y eficacia.

Ingrediente activo Los porcentajes más altos de ingrediente activo ofrecen una protección más prolongada.	Algunos ejemplos de marcas comerciales*
DEET	Off!, Cutter, Sawyer, Ultrathon
Picaridina, también conocida como **KBR 3023, Bayrepel** e icaridina	Cutter Advanced, Skin So Soft Bug Guard Plus, Autan (fuera de los Estados Unidos)
Aceite de eucalipto de limón (OLE) o **para-metano diol** (PMD)	Repel
IR3535	Skin So Soft Bug Guard Plus Expedition, SkinSmart



- Las marcas comerciales de repelentes de insectos se ofrecen para su información solamente. Los Centros para el Control y la Prevención de Enfermedades y el Departamento de Salud y Servicios Humanos de los Estados Unidos no pueden recomendar ni respaldar ningún producto de marca comercial.

CDC

Protéjase y proteja a su familia de las picaduras de mosquitos *(continuación)*



- Siempre siga las instrucciones en la etiqueta del producto.
- Vuelva a aplicar el repelente de insectos cada cierta cantidad de horas, dependiendo del producto y la concentración que haya elegido.
  - » No ponga repelente en la piel debajo de la ropa.
  - » Si también usa un filtro solar, aplíquelo primero y luego el repelente de insectos.

Repelentes de insectos naturales (repelentes no registrados en la EPA)

- La EPA no ha evaluado la efectividad de los repelentes de insectos naturales.
  - » Algunos ejemplos de ingredientes usados en repelentes de insectos que no han sido registrados incluyen aceite de citronela, aceite de cedro, aceite de geranio, aceite de menta o aceite de soja.

Si tiene un bebé o niño



- Siempre siga las instrucciones en la etiqueta del producto al aplicar repelente de insectos a los niños.
- No utilice repelente de insectos en bebés menores de dos meses.
- Vista a su hijo con ropa que le cubra los brazos y las piernas, o…
- Cubra la cuna, el coche y el portabebés con un mosquitero.
- No aplique repelente de insectos en las manos, los ojos, la boca, o la piel irritada o cortada de un niño.
  - » Adultos: Rocíen el repelente de insectos en sus manos y luego aplíquenlo en la cara del niño.

Trate la ropa y el equipo



- Trate con permetrina los artículos como botas, pantalones, calcetines y tiendas de campaña o compre ropa y equipo ya tratados con permetrina.
  - » La ropa tratada con permetrina lo protegerá luego de varias lavadas. Lea la información del producto para saber cuánto tiempo durará la protección.
  - » Si usted va a aplicar el tratamiento, siga las instrucciones del producto.
  - » No use productos con permetrina directamente sobre la piel.

Mantenga su hogar libre de mosquitos



- Use una malla o tela metálica en las puertas y ventanas. Repare los huecos que tenga la malla o tela metálica para mantener los mosquitos afuera.
- Use el aire acondicionado si está disponible.
- Evite que los mosquitos pongan huevos en agua acumulada.
  - » Una vez a la semana, vacíe y restriegue, dé vuelta, cubra o bote los recipientes que acumulen agua, tales como neumáticos, baldes, floreros, macetas, juguetes, piscinas, baños para pájaros, tiestos o contenedores de basura. Revise dentro y fuera de su hogar.

www.cdc.gov/features/StopMosquitoes

Prevención de picaduras de mosquitos para viajeros



Los mosquitos transmiten muchos tipos de virus y parásitos que pueden causar enfermedades como el chikungunya (chikunguña), dengue, Zika y paludismo (malaria). Si va a viajar a lugares donde hay paludismo, hable con su proveedor de atención médica sobre los medicamentos disponibles para prevenir el paludismo.

Protéjase y proteja a su familia de las picaduras de mosquitos:

Evite que los mosquitos entren en su habitación de hotel o a su alojamiento

- Seleccione un hotel o alojamiento que tenga aire acondicionado o malla de tela metálica en las puertas y ventanas.
- Duerma debajo de un mosquitero si el área donde duerme está en el exterior o si las puertas y ventanas no tiene malla de tela metálica. Los mosquitos pueden vivir en el interior y picar en cualquier momento, del día o de la noche.
  - » Compre un mosquitero en su tienda local especializada en equipo para acampar o en Internet antes de viajar al extranjero.
  - » Seleccione un mosquitero recomendado por la Organización Mundial de Salud identificado como WHOPES (WHO Pesticides Evaluation Scheme) como por ejemplo Pramax*: compacto, blanco, rectangular, con 156 agujeros por pulgada cuadrada y lo suficientemente largo para poderse ajustar debajo del colchón.
  - » Los mosquiteros tratados con permetrina proporcionan mayor protección que los mosquiteros no tratados.
    - Permetrina es un insecticida que mata mosquitos y otros insectos.
    - No lave los mosquiteros ni los exponga a la luz solar. Esto inactivará el insecticida más rápido.
  - » Para obtener más información sobre los mosquiteros, consulte: www.cdc.gov/malaria/malaria_worldwide/reduction/itn.html



¡Cúbrase!

- Use camisas de manga larga y pantalones largos.
- Los mosquitos pueden picarle a través de la ropa delgada. Trate la ropa con permetrina u otro insecticida que esté registrado en la Agencia de Protección Ambiental de los EE.UU. (EPA, por sus siglas en inglés) para obtener protección adicional.



Solo use repelente de insectos registrados en la EPA

- Considere llevar un repelente de insectos.
- Siempre siga las instrucciones en la etiqueta del producto.
- Reaplíquese el repelente de insectos cada pocas horas.
  - » No se aplique repelente en la piel debajo de la ropa.
  - » Si también usa un filtro solar, aplíqueselo primero y luego el repelente de insectos.
- Para más información, visite: www2.epa.gov/insect-repellents

Repelentes de insectos naturales no registrados en la EPA

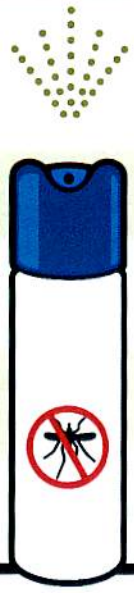
- La EPA no ha evaluado la eficacia de los repelentes de insectos naturales más comunes en los Estados Unidos.
  - » Algunos ejemplos de ingredientes usados en repelentes de insectos que no han sido registrados incluyen aceite de citronela, aceite de cedro, aceite de geranio, aceite de menta, aceite de eucalipto limón puro o aceite de soja.
  - » **Los CDC recomiendan que utilice un repelente de insectos que contenga un ingrediente activo que se haya comprobado que es seguro y eficaz.**

CDC

January 14, 2016 CS262051

Use un repelente de insectos con uno de los siguientes ingredientes activos:

Ingrediente activo Los porcentajes más altos de ingredientes activos ofrecen una protección más prolongada	Algunos ejemplos de marcas comerciales* (En el extranjero los repelentes de insectos pueden ser vendidos bajo diferentes nombres comerciales.)
DEET	Off!, Cutter, Sawyer, Ultrathon
Picaridina, también conocido como **KBR 3023, Bayrepel**, e **icaridina**	Skin So Soft Bug Guard Plus, Autan (fuera de los Estados Unidos)
Aceite de eucalipto limón (OLE) o **para-metano-diol** (PMD)	Repel
IR3535	Skin So Soft Bug Guard Plus Expedition, Skin Smart



Si viaja con un bebé o un niño:



- Siempre siga las instrucciones del producto al aplicar repelente de insectos a los niños.
- **No utilice** repelente de insectos en bebés menores de dos meses.
- Mejor, vista a su bebé o niño pequeño con ropa que le cubra los brazos y las piernas, o cubra la cuna, el coche y el portabebés con un mosquitero.
  - » Adultos: Rocíen el repelente de insectos en sus manos y luego aplíquenlo en la cara del niño. No apliquen repelente de insectos en las manos, la boca o la piel irritada o cortada de un niño.

Trate la ropa y el equipo



- Use permetrina para tratar la ropa y el equipo (como botas, pantalones, calcetines y tiendas de campaña) o compre ropa y equipo ya tratados con permetrina. Lea la información del producto para saber cuánto tiempo durará la protección.
- Si usted va a aplicar el tratamiento, siga las instrucciones del producto.
- **No** use productos con permetrina directamente sobre la piel.

* El uso de las marcas comerciales de repelentes de insectos se ofrecen para proveer información sobre el producto; no implica respaldo de estos productos por parte de los Centros para el Control y la Prevención de Enfermedades ni del Departamento de Salud y Servicios Humanos de los Estados Unidos.

www.cdc.gov/features/StopMosquitoes

Help Control Mosquitoes that Spread Dengue, Chikungunya, and Zika Viruses



B Z Z Z z.



Aside from being itchy and annoying, the bite of an infected female mosquito (*Aedes aegypti or Aedes albopictus*) can spread dengue, chikungunya, or Zika viruses. People become infected with dengue, chikungunya, or Zika after being bitten by an infected mosquito.

- Female mosquitoes lay several hundred eggs on the walls of water-filled containers. Eggs stick to containers like glue and remain attached until they are scrubbed off. When water covers the eggs, they hatch and become adults in about a week.
- Adult mosquitoes live inside and outside.
- They prefer to bite during the day.
- A few infected mosquitoes can produce large outbreaks in a community and put your family at risk of becoming sick.

Protect Yourself, Your Family, and Community from Mosquitoes

1. Eliminate standing water in and around your home:

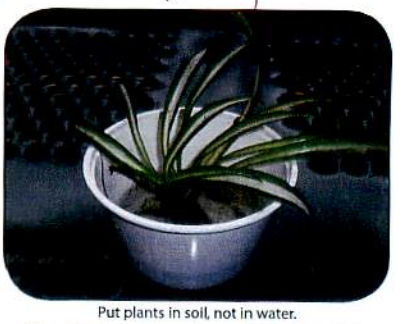
- **Once a week**, empty and scrub, turn over, cover, or throw out items that hold water, such as tires, buckets, planters, toys, pools, birdbaths, flowerpots, or trash containers. Check inside and outside your home.
- Tightly cover water storage containers (buckets, cisterns, rain barrels) so that mosquitoes cannot get inside to lay eggs.
- For containers without lids, use wire mesh with holes smaller than an adult mosquito.

2. If you have a septic tank, follow these steps:

- Repair cracks or gaps.
- Cover open vent or plumbing pipes. Use wire mesh with holes smaller than an adult mosquito.

3. Keep mosquitoes out of your home:

- Use screens on windows and doors.
- Repair holes in screens.
- Use air conditioning when available.



Put plants in soil, not in water.



Drain water from pools when not in use.



Recycle used tires or keep them protected from rain.



Drain & dump any standing water.



Weekly, scrub vases & containers to remove mosquito eggs.

National Center for Emerging and Zoonotic Infectious Diseases
Division of Vector-Borne Diseases

CS258303

Ayude a controlar los mosquitos que transmiten los virus del dengue, chikungunya y Zika



B Z Z Z z.



Además de causar picor y molestia, la picadura de un mosquito hembra infectado (*Aedes aegypti* o *Aedes albopictus*) puede propagar los virus del dengue, chikungunya (chikunguña) o Zika. Las personas se infectan con el virus del dengue, del chikungunya o Zika al ser picadas por un mosquito infectado.

- Los mosquitos hembras ponen varios cientos de huevos en las paredes de envases con agua. Estos huevos se pegan a los envases como pegamento y permanecerán allí a menos que esos envases sean restregados. La próxima vez que el nivel del agua suba y cubra los huevos, las larvas nacerán, se convertirán en pupas y luego en mosquitos adultos en aproximadamente una semana.
- Los mosquitos viven dentro y fuera del hogar.
- Prefieren picar durante el día.
- Unos pocos mosquitos infectados pueden producir grandes brotes en la comunidad y poner a su familia en riesgo de enfermarse.

Protéjase y proteja a su familia y a la comunidad de los mosquitos

1. Elimine el agua acumulada en el interior y alrededor de su hogar:

- **Una vez a la semana**, vacíe y restriegue con un cepillo o esponja, dé vuelta, cubra o bote los recipientes que puedan acumular agua, tales como neumáticos, baldes, macetas, floreros, juguetes, piscinas, baños para pájaros, tiestos o contenedores de basura. Revise dentro y fuera del hogar.
- Coloque una tapa ajustada en los recipientes para el agua (baldes, cisternas, barriles para agua de lluvia) para que los mosquitos no puedan entrar a poner huevos.
- Use una malla o tela metálica con agujeros más pequeños que un mosquito para cubrir los recipientes sin tapa.

2. Si tiene un pozo séptico, tome estas medidas:

- Repare las grietas y los huecos.
- Cubra el tubo de ventilación o respiradero con una malla o tela metálica con agujeros más pequeños que un mosquito.



Ponga las plantas en tierra, no en agua.



Vacíe las piscinas que no estén en uso.



Recicle los neumáticos usados o manténgalos protegidos de la lluvia.



Vacíe el agua acumulada.



Restriegue los floreros y envases semanalmente para eliminar los huevos de mosquitos.

National Center for Emerging and Zoonotic Infectious Diseases
Division of Vector-Borne Diseases

CS/MS259418A

3. Mantenga los mosquitos fuera de su hogar:

- Use una malla o tela metálica en las puertas y ventanas.
- Repare los orificios en la malla o tela metálica.
- Use el aire acondicionado si lo tiene disponible.

4. Evite las picaduras de mosquitos:

- Use repelentes de insectos registrados en la Agencia de Protección Ambiental de los EE. UU. (EPA, por sus siglas en inglés) con uno de los siguientes ingredientes activos. Todos los repelentes de insectos registrados en la EPA han sido estudiados para asegurarse de que sean seguros y eficaces.

Ingrediente activo Los porcentajes más altos de ingredientes activos ofrecen una protección más prolongada.	**Algunos ejemplos de marcas comerciales***
DEET	Off!, Cutter, Sawyer, Ultrathon
Picaridina, también conocido como **KBR 3023, Bayrepel** e icaridina.	Cutter Advanced, Skin So Soft Bug Guard Plus, Autan (fuera de los Estados Unidos)
IR3535	Skin So Soft Bug Guard Plus Expedition, SkinSmart
Aceite de eucalipto limón (OLE) o **para-metano-diol** (PMD)	Repel

* El uso de marcas comerciales de repelentes de insectos es con propósitos informativos solamente. Los Centros para el Control y la Prevención de Enfermedades y el Departamento de Salud y Servicios Humanos de los Estados Unidos no pueden recomendar ni respaldar ningún producto de marca comercial.


Mantenga los barriles para el agua de lluvia bien tapados.


Vacíe el agua acumulada en fuentes y baños para pájaros semanalmente.


Mantenga el pozo séptico sellado.


Instale o repare la malla o tela metálica de ventanas y puertas.

- Siempre siga las instrucciones en la etiqueta del producto.
- Vuelva a aplicar el repelente de insectos cada cierta cantidad de horas, dependiendo del producto y la concentración que haya elegido.
- No ponga repelente en la piel debajo de la ropa.
- Si también usa un filtro solar, aplíqueselo primero y luego el repelente de insectos.

- Trate la ropa y el equipo (como botas, pantalones, medias y tiendas de campaña o carpas) con permetrina o compre ropa y equipo tratados con permetrina.
  - La ropa tratada con permetrina continúa ofreciendo protección luego de varios lavados. Lea la información del producto para saber cuánto durará la protección.
  - Si usted mismo va a tratar con permetrina los artículos, siga las instrucciones del producto cuidadosamente.
  - **No** utilice productos con permetrina, destinados a tratar la ropa, directamente sobre la piel.
- Use camisas de manga larga y pantalones largos.

Para obtener más información, visite:
www.cdc.gov/dengue, www.cdc.gov/chikungunya, www.cdc.gov/zika

¿HA VIAJADO RECIENTEMENTE A REGIONES TROPICALES EN EL CONTINENTE AMERICANO?



LOS MOSQUITOS
propagan el **DENGUE,**
el **CHIKUNGUNYA,**
la fiebre por **ZIKA**
y otras enfermedades







Esté pendiente de si tiene fiebre con dolor en las articulaciones, los músculos o los ojos; o un sarpullido en las 2 semanas siguientes.



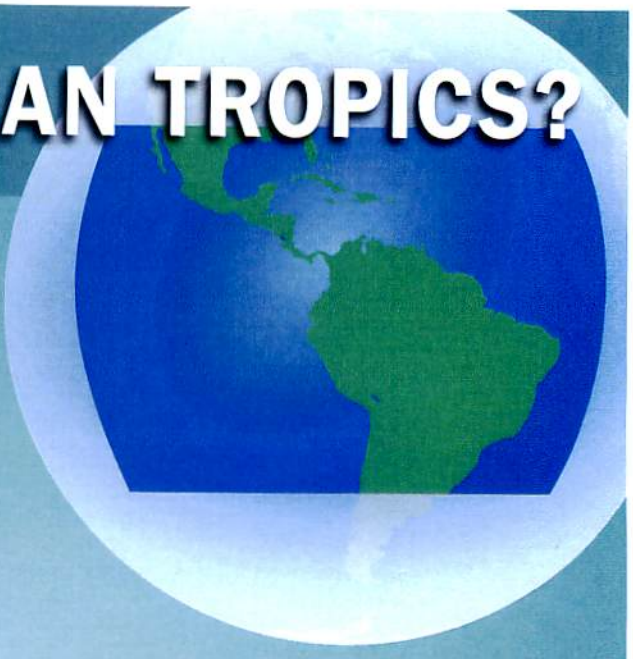
Si se enferma, vaya al médico.
Dígale al médico adonde viajó.



Para obtener más información,
visite www.cdc.gov/travel.

U.S. Department of Health and Human Services
Centers for Disease Control and Prevention

RECENTLY IN THE AMERICAN TROPICS?



MOSQUITOES spread **DENGUE, CHIKUNGUNYA, ZIKA,** and **other diseases**



2 WEEKS

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4



Watch for fever with joint, muscle, or eye pain, or a rash in the next 2 weeks.



If you get sick, see a doctor.
Tell the doctor where you traveled.

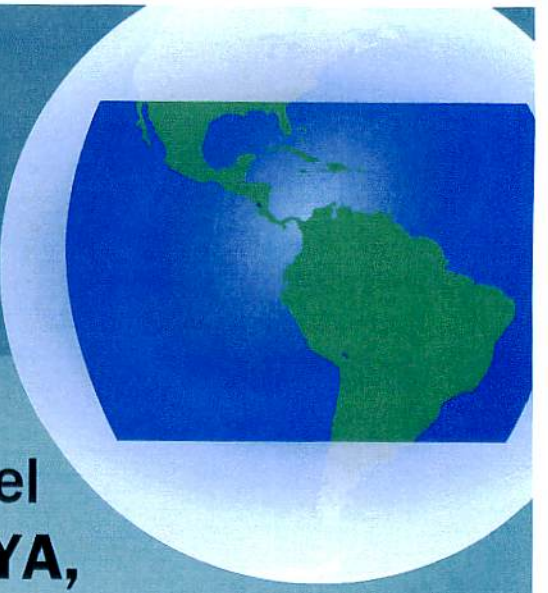




For more information, visit www.cdc.gov/travel.

U.S. Department of Health and Human Services
Centers for Disease Control and Prevention

¿VA A VIAJAR A REGIONES TROPICALES EN EL CONTINENTE AMERICANO?



LOS MOSQUITOS propagan el **DENGUE**, el **CHIKUNGUNYA**, la fiebre por **ZIKA** y otras enfermedades



Los mosquitos pican de día y de noche. Prevenga las picaduras de mosquitos:



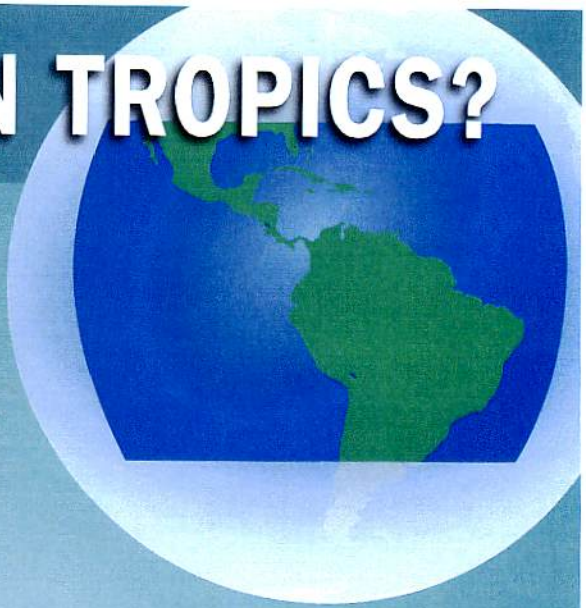
- Use repelente contra insectos.
- Use aire acondicionado o mosquiteros en ventanas y puertas.
- Use camisas de manga larga y pantalones largos.

NO DEJE QUE LOS MOSQUITOS LE ARRUINEN EL VIAJE.

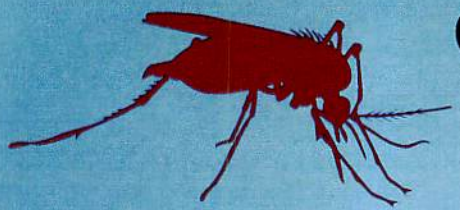
Para obtener más información, visite www.cdc.gov/travel

U.S. Department of Health and Human Services
Centers for Disease Control and Prevention

GOING TO THE AMERICAN TROPICS?



MOSQUITOES spread **DENGUE, CHIKUNGUNYA, ZIKA, and other diseases**





Mosquitoes bite day and night.
Prevent mosquito bites:

- Use insect repellent
- Use air conditioning or window/door screens
- Wear long-sleeved shirts and long pants



DON'T LET MOSQUITOES RUIN YOUR TRIP

For more information, visit www.cdc.gov/travel

U.S. Department of Health and Human Services
Centers for Disease Control and Prevention

CHIKUNGUNYA, DENGUE, or ZIKA: What is local transmission?

A person who has not traveled recently gets bitten by an infected mosquito where they live, work, or play.



A mosquito bites a person who is sick. The mosquito gets infected.

Infected mosquitoes can then bite healthy people and spread the infection.

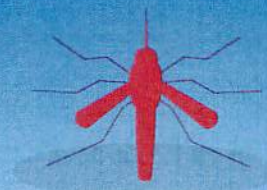
Within 3–7 days, the person may become sick. Other mosquitoes can bite the sick person, become infected, and bite more people.

Protect yourself from mosquito bites. Use insect repellent.

For more information:
www.cdc.gov/chikungunya • www.cdc.gov/dengue • www.cdc.gov/zika

U.S. Department of Health and Human Services
Centers for Disease Control and Prevention

CS262035-A



Sick with CHIKUNGUNYA, DENGUE, or ZIKA?

Protect yourself and others from mosquito bites during the first week of illness.

Protect family and friends

- During the first week of illness, chikungunya, dengue, or Zika virus can be found in the blood.
- A mosquito that bites you can become infected.
- An infected mosquito can bite a family member or neighbor and make them sick.



Watch for these symptoms

See your doctor if you develop a fever with any of the following symptoms:

- Muscle or joint pain
- Headache, especially with pain behind the eyes
- Rash
- Conjunctivitis (red eyes)

Protect yourself from mosquito bites

- Wear long-sleeved shirts and long pants.
- Use door and window screens to keep mosquitoes outside.
- Use insect repellent.

For more information:
www.cdc.gov/chikungunya
www.cdc.gov/dengue
www.cdc.gov/zika

U.S. Department of Health and Human Services
Centers for Disease Control and Prevention

CS262037-A

CHIKUNGUNYA, DENGUE, or ZIKA: What is an imported case?

A person who was bitten by an infected mosquito while traveling away from home.



A person gets bitten by an infected mosquito while traveling.

Symptoms may begin 3–7 days after being bitten by an infected mosquito.

U.S. Department of Health and Human Services
Centers for Disease Control and Prevention

For more information: www.cdc.gov/chikungunya • www.cdc.gov/dengue • www.cdc.gov/zika

CS262034-A

AI-53130

Health & Human Services Dept.
13. B.

CC - REGULAR

Meeting Date: 02/03/2016

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 a request to the Texas Department of State Health Services for an award in the amount of $10,000.00 to fund a radiological workshop.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1293-441-00-340-0XX-X-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

No local match required.

Approval to submit a request...

Attachments

Doc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 10:16 AM
Manuel Chapa	Manuel Chapa	01/29/2016 08:41 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Mike Escaname Started On: 01/26/2016 01:13 PM

Final Approval Date: 01/29/2016

Mike Escaname

From: Babin,Alicia (DSHS) <Alicia.Babin@dshs.state.tx.us>
Sent: Wednesday, January 20, 2016 8:58 AM
To: Nancy Trevino
Cc: Moore,Chris (DSHS); eddie.olivarez@hchd.org; eva.rubio@hchd.org; Free,Robert (DSHS); mike.escaname@hchd.org; Wilburn,Greg (DSHS)
Subject: RE: Request for Radiological Emergency Workshop Information in order to submit to County Commissioner's Court

Good Morning Nancy,

Please note my responses to your questions below.

Alicia Babin
Grants/Contracts/Budget Coordinator
Division for Regulatory Services
Texas Department of State Health Services
Phone: 512/834-6630

From: Nancy Trevino [mailto:nancy.trevino@hchd.org]
Sent: Wednesday, January 20, 2016 8:55 AM
To: Babin,Alicia (DSHS) <Alicia.Babin@dshs.state.tx.us>
Cc: Moore,Chris (DSHS) <Chris.Moore@dshs.state.tx.us>; eddie.olivarez@hchd.org; eva.rubio@hchd.org; Free,Robert (DSHS) <Robert.Free@dshs.state.tx.us>; mike.escaname@hchd.org
Subject: RE: Request for Radiological Emergency Workshop Information in order to submit to County Commissioner's Court

Good morning Alicia,
We are preparing our documentation for Hidalgo County Commissioner's Court.

We have a couple of questions that require clarity:

1. Is a match required for this funding? Match is not required for this funding.
2. Can this be done through a Purchase Order? Yes, contracted services can be paid through a Purchase Order

Your response is appreciated,
Nancy

Nancy Pearl Trevino, MS, CPS, ICPS
Public Health Emergency Preparedness
Asst. Coordinator
Hidalgo County Health and Human Services
1304 S. 25th Ave.
Edinburg, TX 78539

Office: 956-318-2426 Ext. 7337
fax: 956-318-2431
email: nancy.trevino@hchd.org

Mike Escaname

From: Rodney Elizondo <rodney.elizondo@hchd.org>
Sent: Tuesday, January 05, 2016 3:09 PM
To: 'Mike Escaname'; 'Eva Rubio'
Subject: FW: Radiation Branch Discretionary Project

Importance: High

fyi

From: Moore,Chris (DSHS) [mailto:Chris.Moore@dshs.state.tx.us]
Sent: Tuesday, January 05, 2016 8:38 AM
To: 'rodney.elizondo@hchd.org'
Subject: FW: Radiation Branch Discretionary Project

See below info needed.

CHRIS MOORE
Emergency Planner/Incident Investigator
Inspection Unit
Texas Department of State Health Services
W 512.834.6770 x2014
C 512.924.6460
F 512.834.6654

From: Babin,Alicia (DSHS)
Sent: Tuesday, January 05, 2016 8:37 AM
To: Moore,Chris (DSHS) <Chris.Moore@dshs.state.tx.us>
Subject: RE: Radiation Branch Discretionary Project

This description is great. Thank you.

I am going to enter a requisition for this. Could you please provide a point of contact for Hidalgo County? I will also need a mailing address, phone number, fax number, and mail code if available.

Alicia Babin
Grants/Contracts/Budget Coordinator
Division for Regulatory Services
Texas Department of State Health Services
Phone: 512/834-6630

From: Moore,Chris (DSHS)
Sent: Tuesday, January 05, 2016 8:28 AM
To: Babin,Alicia (DSHS) <Alicia.Babin@dshs.state.tx.us>
Subject: RE: Radiation Branch Discretionary Project

How is this?

Description of Funding:

Hidalgo County will host a full day Radiological Workshop on April 14, 2016. Funding is needed for logistical cost including rental of facilities, utilities, supplies, and miscellaneous items needed for the full day workshop. Additionally, funding will be used for production cost of workshop materials. Hidalgo County will support DSHS in the development of workshop material which includes graphic design of maps of exercise and radiological plume models. Direct charging of administrative or clerical staff salaries may be appropriate for hours worked toward the development of the workshop material.
Funding can be used for travel of any partners for two planning meeting and a workshop which will include personnel from at least four surrounding counties.

CHRIS MOORE
Emergency Planner/Incident Investigator
Inspection Unit
Texas Department of State Health Services
W 512.834.6770 x2014
C 512.924.6460
F 512.834.6654

From: Babin,Alicia (DSHS)
Sent: Tuesday, January 05, 2016 8:06 AM
To: Moore,Chris (DSHS) <Chris.Moore@dshs.state.tx.us>
Subject: RE: Radiation Branch Discretionary Project

Chris,

Please provide a description of how Hidalgo County will use the funding.

Alicia Babin
Grants/Contracts/Budget Coordinator
Division for Regulatory Services
Texas Department of State Health Services
Phone: 512/834-6630

From: Moore,Chris (DSHS)
Sent: Tuesday, January 05, 2016 8:02 AM
To: Babin,Alicia (DSHS) <Alicia.Babin@dshs.state.tx.us>
Subject: RE: Radiation Branch Discretionary Project

Alicia,

I am meeting with Hidalgo County tomorrow. What are the next steps to transfer funds to them for the Radiological Workshop in April? $10K to Hidalgo County Health Dept.

Thanks and have a great day,

CHRIS MOORE
Emergency Planner/Incident Investigator
Inspection Unit
Texas Department of State Health Services
W 512.834.6770 x2014

C 512.924.6460
F 512.834.6654

From: Babin,Alicia (DSHS)
Sent: Friday, November 20, 2015 2:56 PM
To: Moore,Chris (DSHS) <Chris.Moore@dshs.state.tx.us>
Subject: RE: Radiation Branch Discretionary Project

Chris,

I will work with the analyst in the budget office responsible for this funding. I'll keep you posted.

Alicia Babin
Grants/Contracts/Budget Coordinator
Division for Regulatory Services
Texas Department of State Health Services
Phone: 512/834-6630

From: Moore,Chris (DSHS)
Sent: Friday, November 20, 2015 2:53 PM
To: Babin,Alicia (DSHS) <Alicia.Babin@dshs.state.tx.us>
Subject: RE: Radiation Branch Discretionary Project

Alicia,

$10,000 to Hidalgo County Health Department.

CHRIS MOORE
Emergency Planner/Incident Investigator
Inspection Unit
Texas Department of State Health Services
W 512.834.6770 x2014
C 512.924.6460
F 512.834.6654

From: Babin,Alicia (DSHS)
Sent: Friday, November 20, 2015 2:50 PM
To: Moore,Chris (DSHS) <Chris.Moore@dshs.state.tx.us>
Subject: RE: Radiation Branch Discretionary Project

Chris,

What is the amount you would like to transfer?

Alicia Babin
Grants/Contracts/Budget Coordinator
Division for Regulatory Services
Texas Department of State Health Services
Phone: 512/834-6630

AI-53129

Health & Human Services Dept.
13. C.

CC - REGULAR

Meeting Date: 02/03/2016

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 allow Hidalgo County Health & Human Services Dept. staff in partnership with Hidalgo County Emergency Management staff to host and provide training for local Amateur Radio Operators. The training will be held on February 13, 2016 at the Hidalgo County EOC and utilize the EOC's radio equipment and equipment brought by local Amateur Radio Operators.

BACKGROUND

Purpose: The Hidalgo County EOC, Texas Department of Emergency Management, Red Cross and National Weather Service along with similar services agencies & support programs rely on local volunteer Amateur Radio Operators to assist with communication during large scale events.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: N/A

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 10:15 AM
Manuel Chapa	Manuel Chapa	01/29/2016 02:04 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Mike Escaname Started On: 01/26/2016 12:58 PM

Final Approval Date: 01/29/2016

AI-53176

Emergency Management 14. A.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Requesting approval to release and/or transfer title of emergency response equipment, as described in Exhibit “A” of, and in accordance with the Interlocal Cooperation Agreement approved by Commissioners Court on April 26, 2015, with the City of Edinburg, City of Pharr, City of Mission, City of Weslaco and the City of McAllen.

BACKGROUND

Hidalgo County entered into Interlocal Cooperation Agreements with the City of Edinburg, City of Pharr, City of Mission, City of Weslaco and the City of McAllen. The county The various cities determined it was in their mutual interest to acquire local Emergency Response Equipment through a regional effort to avoid duplication of equipment in the vicinity and to promote a more effective and efficient regional emergency response program. The county serving as the Regional Coordinator for the purchase and distribution of the equipment, utilized the Texas Engineering Extension Service (TEEX) Homeland Security Grant. The cities contributed a portion of the regional grant received from TEEX to become part of the county's overall funding source. The equipment distributed to each entity listed in Exhibit “A” remained the ownership of the County for a period of three years ending on April 28, 2008 at which time the equipment would become property of the City. Homeland Security Grant Agreement #48215 Performance Period: July 3, 3003 thru April 30, 2005 04-26-2005 Interlocal Agreements passed by Commissioners Court with the City of Edinburg, City of Pharr, City of Mission, City of Weslaco and the City of McAllen.

Fiscal Impact

Attachments

Legal

Edinburg ILA

McAllen ILA

Mission ILA

Pharr ILA

Weslaco ILA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 03:38 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Sandra Deleon Started On: 01/28/2016 01:22 PM

Final Approval Date: 01/29/2016

Zimbra **belinda.alvarez@co.hidalgo.tx.us**

RE: Interlocal Agreement Compliance

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Mon, Jan 25, 2016 09:00 AM
Subject : RE: Interlocal Agreement Compliance
To : 'Belinda Alvarez' <belinda.alvarez@co.hidalgo.tx.us>
Cc : 'Erin D. Thorn' <erin.thorn@da.co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Alvarez…see recommendations below.

"Requesting approval to release and/or transfer title of emergency response equipment, as described in Exhibit "A" of, and in accordance with the Interlocal Cooperation Agreement approved by Commissioners Court on April 26, 2005, with the City of Edinburg, City of Pharr, City of Mission, City of Weslaco and the City of McAllen."

Please call me if you have any questions or concerns…thanks,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 292-7609 EXT. 8185
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
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****

From: Belinda Alvarez [mailto:belinda.alvarez@co.hidalgo.tx.us]
Sent: Tuesday, January 19, 2016 12:26 PM
To: victor garza
Cc: Erin D. Thorn
Subject: Fwd: Interlocal Agreement Compliance

Victor,

Attached is an Interlocal that we have with five separate entities (City of Edinburg, City of Pharr, City of Mission, City of Wesalaco and the City of McAllen) presented and approved by Commissioners Court on April 26, 2005 for the purpose of purchasing specialized emergency response equipment through a

preparedness grant in order to enhance the capability of the State and local agencies that respond to incidents of terrorism. The Interlocal prepared by Steve Crain, states on page 2, "the County agrees to retain ownership of the regional Emergency Response Equipment described in Exhibit "A" and to provide liability insurance for such equipment for a period of three (3) years ending April 30, 2008 at which time the Emergency Response Equipment shall become the property of the city." The equipment is in the possession of each city and transferred through a Property Permanent Loan Form. Each city was issued a trailer in which the county still holds the titles. I requested guidance from the Assets Department as well as the Auditors on how to proceed forward with the release of this equipment. Both departments state there is no written policy for this procedure, however they agree to an agenda presentation for release of the equipment. Prior to placing on Consent Agenda, we would like your review of the attached emails as well as the proposed agenda item.

CAPTION
Requesting approval to release emergency response equipment described in Exhibit "A" of the Interlocal Cooperation Agreement approved by Commisioners Court on April 26, 2005, with the City of Edinburg, City of Pharr, City of Mission, City of Weslaco and the City of McAllen.

BACKGROUND
The County entered into Interlocals with the City of Edinburg, City of Pharr, City of Mission, City of Wesalco and the City of McAllen in which the county utilized a Texas Engineering Extension Service (TEEX) Homeland Security Grant and the cities contributed a portion of the regional grant received from TEEX to become part of the county's overall funding source. The various cities determined the County would serve as the Regional Coordinator for the purchase and distribution of the equipment. The equipment listed in each agreement as "Exhibit A" would be remain the ownership of the County for a period of three years ending on April 30,2008 at which time the equipment would become property of the City.

I apologize that this is a lot of information, so please call me if you want to discuss this further....thank you.

Belinda Sáenz-Alvarez
Deputy EMC
Hidalgo County Office of Emergency Management
100 E. Cano, 2nd Floor
Edinburg, TX 78539

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From: "Deborah Fischer" <Deborah.Fischer@auditor.co.hidalgo.tx.us>
To: "Belinda Alvarez" <belinda.alvarez@co.hidalgo.tx.us>
Sent: Thursday, January 14, 2016 3:55:08 PM
Subject: RE: Interlocal Agreement Compliance

Good afternoon Belinda,

We do not have a written procedure for completing the title release for the trailers; however, the Auditor's Office recommendation is to present an agenda item to Commissioner's Court to release the titles.

Thank you.

Deborah Fischer
Grants Accounting Supervisor
Hidalgo County Auditor's Office
2808 S. Hwy. 281
Edinburg, TX 78539
(956) 318-2511 (ext. 4670)
(956) 318-2577 fax

From: Belinda Alvarez [mailto:belinda.alvarez@co.hidalgo.tx.us]
Sent: Wednesday, January 13, 2016 3:28 PM
To: Deborah Fischer
Subject: Interlocal Agreement Compliance

I have four Interlocal Agreements (ILA) approved by Commissioners Court on April 26, 2005. The agreement purchased emergency response equipment from a 2004 Homeland Security Grant for the cities of McAllen, Mission, Edinburg, Pharr and Weslaco. The agreement states that the county agreed to retain ownership of the equipment for a period of 3 years ending April 30, 2008 at which time the equipment becomes the property of the city. Each ILA has a Property Permanent Loan Form which lists the equipment distributed to each city. Included in equipment list for four cities is a utility trailer in which the county still holds the titles. Two cities have contacted us for those titles.

I contacted Fixed Assets and Mr. Alvarado stated that the trailers were never included in the County's inventory but before the titles can be released a 130-U Application for Certificate has to be completed. He recommended that we contact the Auditors Office for guidance on how to proceed with the release of ownership to the cities. They have suggested to place an item on Consent Agenda for record keeping. Is there a written procedure for releasing the equipment as outlined according to the Interlocal Agreement? If not, can you please advise on how to proceed?

Belinda Sáenz-Alvarez
Deputy Emergency Management Coordinator
Hidalgo County Office of Emergency Management
100 E. Cano, 2nd Floor
Edinburg, TX 78539
(956) 318-2615 Office
(956) 720-2165 Cell
(956) 289-7889 Fax

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From: "Juan Alvarado" <juan.alvarado@co.hidalgo.tx.us>
To: "Belinda Alvarez" <belinda.alvarez@co.hidalgo.tx.us>
Cc: "Agueda Garcia" <agueda.garcia@co.hidalgo.tx.us>
Sent: Friday, September 25, 2015 11:28:30 AM
Subject: Re: Utility Trailers

Good morning Ms. Belinda,

As per your request, this is a confirmation that:

The 4 titles were received in our office on July 07, 2005.
Please feel free to send someone to pick them up here in our office.
You may ask for me or Mr. Daniel Alaniz.

Notes:
1. The UT trailers were never included in the County's inventory, however, before releasing the titles to the cities, you will have to complete a form 130-U Application for certificate of title in order for the cities to complete their own registration process.
2. Since these items were acquired with grants, we are recommending for your office to contact Ms. Deborah Fisher and make her aware of this final release of ownership to the Cities, and informing her that this process is in compliance with the grant's guidelines.
3. For the record we are also recommending to place this release in the consent agenda to help you keep proper documentation in case of an audit by the Grantor.
If you need additional assistance please feel free to contact Ms. Agueda "Aggie" Garcia Fixed Asset Manager at X 4873, or me at X 4870.

Respectfully,

Juan M. Alvarado
Assistant Fixed Asset Manager
Hidalgo County Purchasing Department
Fixed Asset Division

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF EDINBURG AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the 7th day of June, 2005, by and between the **CITY OF EDINBURG, TEXAS,** hereinafter referred to as the "City," and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as the "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, Texas Engineering Extension Service hereinafter referred to as "TEEX" is the recipient of a U.S. Department of Homeland Security, Office of Domestic Preparedness grant;

WHEREAS, TEEX was tasked with administering grants to local governments including various cities and counties throughout Texas for the purchase of specialized emergency response equipment to enhance the capability of State and local agencies to respond to incidents of terrorism through domestic preparedness;

WHEREAS, TEEX entered into Agreement No. 48215 with County titled Sub-recipient Agreement State Homeland Security Grant Program, hereinafter referred to as the "Sub-recipient Agreement" in an amount not to exceed $502,744.00;

WHEREAS, the various cities determined it was in their mutual best interest to acquire local Emergency Response Equipment through a regional effort to avoid duplication of equipment in the vicinity and to promote a more effective and efficient regional emergency response program;

WHEREAS, the various cities, including the City of Edinburg, determined that the County would best serve as the Regional Coordinator for the purchase and distribution of Emergency Response Equipment and as such, requested that the County serve as the TEEX contact for the ordering, receiving and distribution of all regional Emergency Response Equipment;

WHEREAS, in order to accomplish the goals stated above, various cities including the City of Edinburg contributed a portion of the regional grant funding it

COPY

received from TEEX to the County which became part of the County's overall funding through Subrecipient Agreement No. 48215;

WHEREAS, the County purchased the regional Emergency Response Equipment as specified by the City of Edinburg and which is more specifically described in Exhibit "A"" and now desires to transfer such equipment to the City through a permanent loan as allowed by TEEX; and

WHEREAS, the City and the County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't 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 City and the County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The regional Emergency Response Equipment was purchased by the State of Texas through TEEX and has been delivered to County;

2. County agrees to deliver to the City the regional Emergency Response Equipment described in Exhibit "A" to the City attached hereto so designated on Exhibit "A" as a permanent loan;

3. County agrees to retain ownership of the regional Emergency Response Equipment described in Exhibit "A" and to provide liability insurance for such equipment for a period of three (3) years ending April 30, 2008 at which time the Emergency Response Equipment shall become the property of the City.

4. In order to fulfill the goals of regional effort to emergency response, the parties agree that the Emergency Response Equipment described in Exhibit "A" attached hereto, will be made readily available countywide for the purpose of responding to both manmade and natural disasters if requested.

5. City agrees to maintain the Emergency Response Equipment in good working condition upon receipt and through April 30, 2008. City further agrees that should the regional Emergency Response Equipment described in Exhibit "A" require repair or replacement parts, the City shall incur such costs and expenses.

6. City agrees to notify County in writing should any equipment be lost, stolen or otherwise made unusable or unavailable and agrees to provide an annual accounting to the County of the Emergency Response Equipment for the purpose of grant reporting. The City further agrees to incur all expenses related to any yearly maintenance agreements that may be required in order to maintain the Emergency Response Equipment.

7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to any parts or supplies needed to maintain the Equipment.

8. **Conflict of Applicable Law**: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County, and not otherwise.

11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Edinburg
Attention: Wendy Smith Sturgis, City Manager
PO Box 1079
Edinburg, Texas 78540

with copy to: Fire Chief Shawn Snyder
PO Box 1079
Edinburg, Texas 78540

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

with copy to : Hidalgo County
Emergency Management Coordinator
100 East Cano, Second Floor
Edinburg, Texas 78539

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

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective 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 convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

CITY OF EDINBURG

By: _____
Wendy Smith Sturgis
City Manager

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

BY: _____
Daniel G. Rios, City Attorney
City of Edinburg

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
J. D. Salinas, County Clerk

Approved by Commissioners' Court
on 4-26-05

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

PROPERTY PERMANENT LOAN FORM

Original Sub Recipient : Hidalgo County- City of Edinburg

Grant Year Of Item	Inventory Number	Description	Serial Number	Original Sub Recipient Signature Hidalgo County	Permanent Loan Date	Receiving Jurisdiction Signature City of Edinburg	Receiving Assigned Discipline
Pre-2004	010	6500 Watt Electrc Start Generator	1003464		6-24-05		HM
Pre-2004	015	Chem Agent Detector Kit	M256A1		6-17-05		FS
Pre-2004	019	Chlorine Kit A	13558		6-24-05		FS
Pre-2004	020	Chlorine Kit B	14071		6-24-05		FS
Pre-2004	021	Chlorine Kit C	4813		6-24-05		FS
Pre-2004	022	Civil Defense Tube Set I			6-17-05		FS
Pre-2004	022	Civil Defense Tube Set V			6-17-05		FS
Pre-2004	022	Draeger CDS Kit	Control No. 6400565S		6-17-05		FS
Pre-2004	036	Monitor Radiation Radalert	55296		6-17-05		HM
Pre-2004	050	PHD Plus O2/LEL/CO/H2S ALK	29728		6-17-05		FS
Pre-2004	062	Simultest Ext Hose/Adap			6-17-05		FS
Pre-2004	126	Trailer for Hidalgo County CVG4039	54277		6-24-05		HM

"The original sub-recipient maintains financial liability for loss or damage to the equipment assigned to them if the loss or damage results from their, or the party to which the equipment is assigned, negligence, intentional act, or failure to exercise reasonable care to safeguard, maintain, service the item, and follow the grant's disposal procedures. It is the original sub-recipient's responsibility to complete the proper paperwork for the permanent loan. "

USE OF EQUIPMENT MUST FALL WITHIN THE PARAMETERS OF THE GRANT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF McALLEN
AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the 9th day of May, 2005, by and between the **CITY OF McALLEN, TEXAS,** hereinafter referred to as the "City," and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as the "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, Texas Engineering Extension Service hereinafter referred to as "TEEX" is the recipient of a U.S. Department of Homeland Security, Office of Domestic Preparedness grant;

WHEREAS, TEEX was tasked with administering grants to local governments including various cities and counties throughout Texas for the purchase of specialized emergency response equipment to enhance the capability of State and local agencies to respond to incidents of terrorism through domestic preparedness;

WHEREAS, TEEX entered into Agreement No. 48215 with County titled Sub-recipient Agreement State Homeland Security Grant Program, hereinafter referred to as the "Sub-recipient Agreement" in an amount not to exceed $502,744.00;

WHEREAS, the various cities determined it was in their mutual best interest to acquire local Emergency Response Equipment through a regional effort to avoid duplication of equipment in the vicinity and to promote a more effective and efficient regional emergency response program;

WHEREAS, the various cities, including the City of McAllen, determined that the County would best serve as the Regional Coordinator for the purchase and distribution of Emergency Response Equipment and as such, requested that the County serve as the TEEX contact for the ordering, receiving and distribution of all regional Emergency Response Equipment;

WHEREAS, in order to accomplish the goals stated above, various cities including the City of McAllen contributed a portion of the regional grant funding it

received from TEEX to the County which became part of the County's overall funding through Subrecipient Agreement No. 48215;

WHEREAS, the County purchased the regional Emergency Response Equipment as specified by the City of McAllen and which is more specifically described in Exhibit "A"" and now desires to transfer such equipment to the City through a permanent loan as allowed by TEEX; and

WHEREAS, the City and the County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't 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 City and the County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The regional Emergency Response Equipment was purchased by the State of Texas through TEEX and has been delivered to County;

2. County agrees to deliver to the City the regional Emergency Response Equipment described in Exhibit "A" attached hereto as a permanent loan;

3. County agrees to retain ownership of the regional Emergency Response Equipment described in Exhibit "A" and to provide liability insurance for such equipment for a period of three (3) years ending April 30, 2008 at which time the Emergency Response Equipment shall become the property of the City.

4. In order to fulfill the goals of regional effort to emergency response, the parties agree that the Emergency Response Equipment described in Exhibit "A" attached hereto, will be made readily available countywide for the purpose of responding to both manmade and natural disasters if requested.

5. City agrees to maintain the Emergency Response Equipment in good working condition upon receipt and through April 30, 2008. City further agrees that should the regional Emergency Response Equipment described in Exhibit "A" require repair or replacement parts, the City shall incur such costs and expenses.

6. City agrees to notify County in writing should any equipment be lost, stolen or otherwise made unusable or unavailable and agrees to provide an annual accounting to the County of the Emergency Response Equipment for the purpose of grant reporting. The City further agrees to incur all expenses related to any yearly maintenance agreements that may be required in order to maintain the Emergency Response Equipment.

7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to any parts or supplies needed to maintain the Equipment.

8. **Conflict of Applicable Law**: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County, and not otherwise.

11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of McAllen
Attention: Mike R. Perez, City Manager
PO Box 220
McAllen, Texas 78505

with copy to: Amado Cano, Fire Chief
PO Box 220
McAllen, Texas 78505

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

with copy to : Hidalgo County
Emergency Management Coordinator
100 East Cano, Second Floor
Edinburg, Texas 78539

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

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective 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 convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

19. **Governmental Purpose.** Each party hereto is entering into this Agreement for

the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

CITY OF McALLEN

Leo Montalvo, Mayor

ATTEST:

City Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

J. D. Salinas, County Clerk

Approved by Commissioners' Court
on 4-26-05

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

Exhibit "A" - McAllen
PROPERTY PERMANENT LOAN FORM

ginal Sub-Recipient: Hidalgo County

ınt ar tem	Inventory Number	Description	Serial Number	Original Sub -Recipient Signature Hidalgo County	Permanent Loan Date	Receiving Jurisdiction Signature City of McAllen	Receiving Assigned Discipline
		Chem Agent Detector Kit	M256A1		6-6-05		
		Leaking Pluggngkt w/n-spkg tls			6-6-05		
		Pwerhrt AED G3 w/int memry es	368163		6-6-05		
		Pwerhrt AED G3 w/int memry es	371422		6-6-05		
		Pwerhrt AED G3 w/int memry es	371293		6-6-05		
		Pwerhrt AED G3 w/int memry es	371465		6-6-05		
		Pwerhrt AED G3 w/int memry es	368588		6-6-05		
		Pwerhrt AED G3 w/int memry es	368587		6-6-05		
		Pwerhrt AED G3 w/int memry es	368569		6-6-05		
		Tacsight Thermal Imager Kit	34953		6-6-05		
		Tacsight Thermal Imager Kit	34954		6-6-05		
		VRS Mstr 10 Gal Fan w/carr case			6-6-05		

original sub-recipient maintains financial liability for loss or damage to the equipment assigned to them if the loss or damage results from their, e party to which the equipment is assigned, negligence, intentional act, or failure to exercise reasonable care to safeguard, maintain, service the and follow the grant's disposal procedures. It is the original sub-recipient's responsibility to complete the proper paperwork for the permanent "

USE OF EQUIPMENT MUST FALL WITHIN THE PARAMETERS OF THE GRANT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MISSION AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the 9th day of May, 2005, by and between the **CITY OF MISSION, TEXAS,** hereinafter referred to as the "City," and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as the "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, Texas Engineering Extension Service hereinafter referred to as "TEEX" is the recipient of a U.S. Department of Homeland Security, Office of Domestic Preparedness grant;

WHEREAS, TEEX was tasked with administering grants to local governments including various cities and counties throughout Texas for the purchase of specialized emergency response equipment to enhance the capability of State and local agencies to respond to incidents of terrorism through domestic preparedness;

WHEREAS, TEEX entered into Agreement No. 48215 with County titled Subrecipient Agreement State Homeland Security Grant Program, hereinafter referred to as the "Subrecipient Agreement" in an amount not to exceed $502,744.00;

WHEREAS, the various cities determined it was in their mutual best interest to acquire local Emergency Response Equipment through a regional effort to avoid duplication of equipment in the vicinity and to promote a more effective and efficient regional emergency response program;

WHEREAS, the various cities, including the City of Mission, determined that the County would best serve as the Regional Coordinator for the purchase and distribution of Emergency Response Equipment and as such, requested that the County serve as the TEEX contact for the ordering, receiving and distribution of all regional Emergency Response Equipment;

WHEREAS, in order to accomplish the goals stated above, various cities including the City of Mission contributed a portion of the regional grant funding it

COPY

received from TEEX to the County which became part of the County's overall funding through Subrecipient Agreement No. 48215;

WHEREAS, the County purchased the regional Emergency Response Equipment as specified by the City of Mission and which is more specifically described in Exhibit "A"" and now desires to transfer such equipment to the City through a permanent loan as allowed by TEEX; and

WHEREAS, the City and the County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't 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 City and the County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The regional Emergency Response Equipment was purchased by the State of Texas through TEEX and has been delivered to County;

2. County agrees to deliver to the City the regional Emergency Response Equipment described in Exhibit "A" to the City attached hereto so designated on Exhibit "A" as a permanent loan;

3. County agrees to retain ownership of the regional Emergency Response Equipment described in Exhibit "A" and to provide liability insurance for such equipment for a period of three (3) years ending April 30, 2008 at which time the Emergency Response Equipment shall become the property of the City.

4. In order to fulfill the goals of regional effort to emergency response, the parties agree that the Emergency Response Equipment described in Exhibit "A" attached hereto, will be made readily available countywide for the purpose of responding to both manmade and natural disasters if requested.

5. City agrees to maintain the Emergency Response Equipment in good working condition upon receipt and through April 30, 2008. City further agrees that should the regional Emergency Response Equipment described in Exhibit "A" require repair or replacement parts, the City shall incur such costs and expenses.

6. City agrees to notify County in writing should any equipment be lost, stolen or otherwise made unusable or unavailable and agrees to provide an annual accounting to the County of the Emergency Response Equipment for the purpose of grant reporting. The City further agrees to incur all expenses related to any yearly maintenance agreements that may be required in order to maintain the Emergency Response Equipment.

7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to any parts or supplies needed to maintain the Equipment.

8. **Conflict of Applicable Law**: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County, and not otherwise.

11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Mission
Attention: Isauro Trevino, City Manager
1201 East 8th Street
Mission, Texas 78572

with copy to: Ricardo Saldana,
Emergency Management Coordinator
500 East Tom Landry
Mission, Texas 78572

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

with copy to : Hidalgo County
Emergency Management Coordinator
100 East Cano, Second Floor
Edinburg, Texas 78539

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

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective 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 convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

CITY OF MISSION

Norberto "Beto" Salinas, Mayor

ATTEST:

Anna Carrillo
City Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Juan D. Salinas III
J. D. Salinas, County Clerk

Approved by Commissioners' Court
on 4-26-05

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

PROPERTY PERMANENT LOAN FORM

Original Sub Recipient : Hidalgo County- City of Mission

Grant Year Of Item	Inventory Number	Description	Serial Number	Original Sub Recipient Signature Hidalgo County	Permanent Loan Date	Receiving Jurisdiction Signature City of Mission	Receiving Assigned Discipline
Pre-2004	001	10 Standard Ladder Blk	13596		5/25/05		EMA
Pre-2004	004	4.5 50 SCBA 60 Crb Cyl	Pressure Switch RED0501007048AB Control Module REG0405004563HF Cylinder OP140851		5-25-05		HM
Pre-2004	005	4.5 50 SCBA 60 Crb Cyl	Pressure Switch RED0501007050AB Control Module REG0405004562HF Cylinder OP141360		5-25-05		HM
Pre-2004	017	Chem agent detector kit	M256A1		5-25-05		HM
Pre-2004	023	Civil Defense Tube Set 1			5-25-05		HM
Pre-2004	023	Civil Defense Tube Set V			5-25-05		HM
Pre-2004	027	Cylinder w/vlv Carbn 4500p 60 min	OP135444		5-25-05		HM
Pre-2004	028	Cylinder w/vlv Carbn 4500p 60 min	OP135440		5-25-05		HM
Pre-2004	029	Cylinder w/vlv Carbn 4500p 60 min	OP135511		5-25-05		HM
Pre-2004	030	Cylinder w/vlv Carbn 4500p 60 min	OP135939		5-25-05		HM
Pre-2004	023	Draeger CDS Kit	Control No. 6400565S		5-25-05		HM
Pre-2004	038	Monitor Radiation Radalert	55298		5-25-05		HM
Pre-2004	051	PHD Plus O2/LEL/CO/H2S ALK	29676		5-25-05		HM
Pre-2004	069	Technical Rescue Cart	31927		5-25-05		HM
Pre-2004	063	Simultest ext hose/adap			5-25-05		HM
Pre- 2004	125	Trailer for Hidalgo County	54316		5-25-05		HM
Pre-2004	001	PR Swivel Hooks			5-25-05		EMA

"The original sub-recipient maintains financial liability for loss or damage to the equipment assigned to them if the loss or damage results from their, or the party to which the equipment is assigned, negligence, intentional act, or failure to exercise reasonable care to safeguard, maintain, service the item, and follow the grant's disposal procedures. It is the original sub-recipient's responsibility to complete the proper paperwork for the permanent loan. "

USE OF EQUIPMENT MUST FALL WITHIN THE PARAMETERS OF THE GRANT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PHARR AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the 26th day of April, 2005, by and between the **CITY OF PHARR, TEXAS,** hereinafter referred to as the "City," and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as the "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, Texas Engineering Extension Service hereinafter referred to as "TEEX" is the recipient of a U.S. Department of Homeland Security, Office of Domestic Preparedness grant;

WHEREAS, TEEX was tasked with administering grants to local governments including various cities and counties throughout Texas for the purchase of specialized emergency response equipment to enhance the capability of State and local agencies to respond to incidents of terrorism through domestic preparedness;

WHEREAS, TEEX entered into Agreement No. 48215 with County titled Sub-recipient Agreement State Homeland Security Grant Program, hereinafter referred to as the "Sub-recipient Agreement" in an amount not to exceed $502,744.00;

WHEREAS, the various cities determined it was in their mutual best interest to acquire local Emergency Response Equipment through a regional effort to avoid duplication of equipment in the vicinity and to promote a more effective and efficient regional emergency response program;

WHEREAS, the various cities, including the City of Pharr, determined that the County would best serve as the Regional Coordinator for the purchase and distribution of Emergency Response Equipment and as such, requested that the County serve as the TEEX contact for the ordering, receiving and distribution of all regional Emergency Response Equipment;

WHEREAS, in order to accomplish the goals stated above, various cities including the City of Pharr, contributed a portion of the regional grant funding it received

COPY

from TEEX to the County which became part of the County's overall funding through Subrecipient Agreement No. 48215;

WHEREAS, the County purchased the regional Emergency Response Equipment as specified by the City of Pharr and which is more specifically described in Exhibit "A"" and now desires to transfer such equipment to the City through a permanent loan as allowed by TEEX; and

WHEREAS, the City and the County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't 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 City and the County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The regional Emergency Response Equipment was purchased by the State of Texas through TEEX and has been delivered to County;

2. County agrees to deliver to the City the regional Emergency Response Equipment described in Exhibit "A" to the City attached hereto so designated on Exhibit "A" as a permanent loan;

3. County agrees to retain ownership of the regional Emergency Response Equipment described in Exhibit "A" and to provide liability insurance for such equipment for a period of three (3) years ending April 30, 2008 at which time the Emergency Response Equipment shall become the property of the City.

4. In order to fulfill the goals of regional effort to emergency response, the parties agree that the Emergency Response Equipment described in Exhibit "A" attached hereto, will be made readily available countywide for the purpose of responding to both manmade and natural disasters if requested.

5. City agrees to maintain the Emergency Response Equipment in good working condition upon receipt and through April 30, 2008. City further agrees that should the regional Emergency Response Equipment described in Exhibit "A" require repair or replacement parts, the City shall incur such costs and expenses.

6. City agrees to notify County in writing should any equipment be lost, stolen or otherwise made unusable or unavailable and agrees to provide an annual accounting to the County of the Emergency Response Equipment for the purpose of grant reporting. The City further agrees to incur all expenses related to any yearly maintenance agreements that may be required in order to maintain the Emergency Response Equipment.

7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to any parts or supplies needed to maintain the Equipment.

8. **Conflict of Applicable Law**: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County, and not otherwise.

11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Pharr
Attention: Fred Sandoval, City Manager
PO Box B
Pharr, Texas 78577

with copy to: Jorge Jalomo
Emergency Management Coordinator
PO Box B
Pharr, Texas 78577

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

with copy to : Hidalgo County
Emergency Management Coordinator
100 East Cano, Second Floor
Edinburg, Texas 78539

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

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective 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 convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

CITY OF PHARR

Leopoldo Palacios, Mayor

ATTEST:

City Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

J. D. Salinas, County Clerk

Approved by Commissioners' Court on 4-26-05

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

PROPERTY PERMANENT LOAN FORM

Original Sub Recipient : Hidalgo County- City of Pharr

Grant Year Of Item	Inventory Number	Description	Serial Number	Original Sub Recipient Signature Hidalgo County	Permanent Loan Date	Receiving Jurisdiction Signature City of Pharr	Recei Assigned Discipline
Pre-2004	006	4.5 50 SCBA 60 Crc Cyl w/csea	Pressure Switch RED0501007056AB Control Module REG0405004553HF Cylinder OP141156		6-3-05		HM
Pre-2004	007	4.5 50 SCBA 60 Crc Cyl w/csea	Pressure Switch RED0501007059AB Control Module REG0405004548HF Cylinder OP141155		6-3-05		HM
Pre-2004	008	4.5 50 SCBA 60 Crc Cyl w/csea	Pressure Switch RED0501007072AB Control Module REG0405004647HF Cylinder OP141167		6-3-05		HM
Pre-2004	009	4.5 50 SCBA 60 Crc Cyl w/csea	Pressure Switch RED0501007078AB Control Module REG0405004569HF Cylinder OP141168		6-3-05		HM
Pre-2004	012	6500 Watt Electric Start Generator	1003495		6-3-05		HM
Pre-2004	018	Chem Agent Detector Kit	M256A1		6-3-05		HM
Pre-2004	024	Civil Defense Tube Set I			6-3-05		HM
Pre-2004	024	Civil Defense Tube Set V			6-3-05		HM
Pre-2004	024	Draeger CDS Kit	Control No. 6400565S		6-3-05		HM
Pre-2004	039	Monitor Radiation Radalert	55299		6-3-05		HM
Pre-2004	052	PHD Plus O2/LEL/CO/H2S ALK	29685		6-3-05		HM
Pre-2004	060	Radiation Monitor w/probe & Model HP2656, GLE-1	3631, 7814,1585		6-3-05		HM
Pre-2004	064	Simultest ext hose/adap			6-3-05		HM
Pre-2004	124	Trailer for Hidalgo County	54315		6-3-05		HM
Pre-2004	072	VRS Mstr 10 Gal Fan w/carr case			6-3-05		HM
Pre- 2004	073	Wrless Vantage Pro			6-3-05		HM

"The original sub-recipient maintains financial liability for loss or damage to the equipment assigned to them if the loss or damage results from their, or the party to which the equipment is assigned, negligence, intentional act, or failure to exercise reasonable care to safeguard, maintain, service the item, and follow the grant's disposal procedures. It is the original sub-recipient's responsibility to complete the proper paperwork for the permanent loan. "

USE OF EQUIPMENT MUST FALL WITHIN THE PARAMETERS OF THE GRANT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WESLACO AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the 5th day of April, 2005, by and between the **CITY OF WESLACO, TEXAS,** hereinafter referred to as the "City," and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as the "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, Texas Engineering Extension Service hereinafter referred to as "TEEX" is the recipient of a U.S. Department of Homeland Security, Office of Domestic Preparedness grant;

WHEREAS, TEEX was tasked with administering grants to local governments including various cities and counties throughout Texas for the purchase of specialized emergency response equipment to enhance the capability of State and local agencies to respond to incidents of terrorism through domestic preparedness;

WHEREAS, TEEX entered into Agreement No. 48215 with County titled Sub-recipient Agreement State Homeland Security Grant Program, hereinafter referred to as the "Sub-recipient Agreement" in an amount not to exceed $502,744.00;

WHEREAS, the various cities determined it was in their mutual best interest to acquire local Emergency Response Equipment through a regional effort to avoid duplication of equipment in the vicinity and to promote a more effective and efficient regional emergency response program;

WHEREAS, the various cities, including the City of Weslaco, determined that the County would best serve as the Regional Coordinator for the purchase and distribution of Emergency Response Equipment and as such, requested that the County serve as the TEEX contact for the ordering, receiving and distribution of all regional Emergency Response Equipment;

WHEREAS, in order to accomplish the goals stated above, various cities including the City of Weslaco contributed a portion of the regional grant funding it

COPY

received from TEEX to the County which became part of the County's overall funding through Subrecipient Agreement No. 48215;

WHEREAS, the County purchased the regional Emergency Response Equipment as specified by the City of Weslaco and which is more specifically described in Exhibit "A"" and now desires to transfer such equipment to the City through a permanent loan as allowed by TEEX; and

WHEREAS, the City and the County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't 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 City and the County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The regional Emergency Response Equipment was purchased by the State of Texas through TEEX and has been delivered to County;

2. County agrees to deliver to the City the regional Emergency Response Equipment described in Exhibit "A"to the Cityattached hereto so designated on Exhibit"A" as a permanent loan;

3. County agrees to retain ownership of the regional Emergency Response Equipment described in Exhibit "A" and to provide liability insurance for such equipment for a period of three (3) years ending April 30, 2008 at which time the Emergency Response Equipment shall become the property of the City.

4. In order to fulfill the goals of regional effort to emergency response, the parties agree that the Emergency Response Equipment described in Exhibit "A" attached hereto, will be made readily available countywide for the purpose of responding to both manmade and natural disasters, if requested.

5. City agrees to maintain the Emergency Response Equipment in good working condition upon receipt and through April 30, 2008. City further agrees that should the regional Emergency Response Equipment described in Exhibit "A" require repair or replacement parts, the City shall incur such costs and expenses.

6. City agrees to notify County in writing should any equipment be lost, stolen or otherwise made unusable or unavailable and agrees to provide an annual accounting to the County of the Emergency Response Equipment for the purpose of grant reporting. The City further agrees to incur all expenses related to any yearly maintenance agreements that may be required in order to maintain the Emergency Response Equipment.

7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to any parts or supplies needed to maintain the Equipment.

8. **Conflict of Applicable Law**: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County, and not otherwise.

11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Weslaco
Attention: Anthony Covacevich, City Manager
500 South Kansas
Weslaco, Texas 78596

with copy to: George Garrett
Emergency Management Coordinator
500 South Kansas
Weslaco, Texas 78596

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

with copy to : Hidalgo County
Emergency Management Coordinator
100 East Cano, Second Floor
Edinburg, Texas 78539

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

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective 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 convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

CITY OF WESLACO

Joe V. Sanchez, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

Ramon Vela, City Attorney

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

J. D. Salinas, County Clerk

Approved by Commissioners' Court on 4-26-05

APPROVED AS TO FORM:

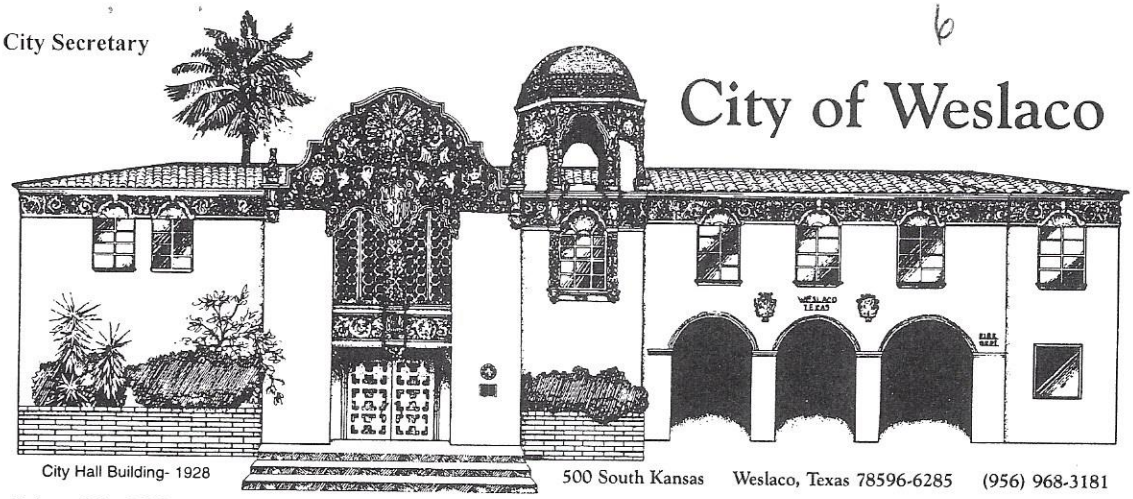
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

Office of the City Secretary

6

City of Weslaco



City Hall Building- 1928

500 South Kansas Weslaco, Texas 78596-6285 (956) 968-3181

May 23, 2005

RECEIVED
MAY 25 2005
COUNTY JUDGE

Mr. Oscar Montoya
Hidalgo County
Emergency Management Coordinator
100 East Cano, Second Floor
Edinburg, Texas 78539

Dear Mr. Montoya:

Enclosed please find the Interlocal Agreement between the City of Weslaco and the County of Hidalgo executed by Mayor Joe V. Sanchez that was approved by the Weslaco City Commission. Please have the appropriate parties execute the agreement and forward the original for the city's files.

Should you have any questions, please do not hesitate to contact my office at (956) 968-3181, Ext. 3102.

Sincerely,

Amanda C. Elizondo

Amanda C. Elizondo
City Secretary

968-6617

ACE:jvb

Enclosures

cc: George Garrett, Airport Director

Weslaco
All-America City
2002

"The City on the Grow"

Chief Guzman
460-6365
Hernandez
227-0691

PROPERTY PERMANENT LOAN FORM

Original Sub Recipient : Hidalgo County- City of Weslaco

Grant Year Of Item	Inventory Number	Description	Serial Number	Original Sub Recipient Signature Hidalgo County	Permanent Loan Date	Receiving Jurisdiction Signature City of Weslaco	Receiving Assigned Discipline
Pre-2004	014	APD 2000 cw detectrad dosi dtlg	4001		6-6-05		HM
Pre-2004	014	Training CD APD			6-6-05		HM
Pre-2004	049	PHD Plus O2/LEL/CO/H2S Alk	29934		6-6-05		HM
Pre-2004	123	28 2000 series motortrac	54435		6-6-05		FS

"The original sub-recipient maintains financial liability for loss or damage to the equipment assigned to them if the loss or damage results from their, or the party to which the equipment is assigned, negligence, intentional act, or failure to exercise reasonable care to safeguard, maintain, service the item, and follow the grant's disposal procedures. It is the original sub-recipient's responsibility to complete the proper paperwork for the permanent loan. "

USE OF EQUIPMENT MUST FALL WITHIN THE PARAMETERS OF THE GRANT

AI-53184

Community Service Agency
15. A.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY
Submitted By: Hermelinda(Linda) Ramirez, COMMUNITY SERVICE AGENCY
Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Approval of the amendment to the license agreement between the County of Hidalgo Texas and SHAH Software Inc.

BACKGROUND

Fiscal Impact

Attachments

Amendment to SHAH agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 11:15 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Hermelinda(Linda) Ramirez Started On: 01/28/2016 04:23 PM
Final Approval Date: 01/29/2016

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT TO THE
LICENSE AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS AND SHAH SOFTWARE, INC.

THIS AMENDMENT TO THE LICENSING AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS AND SHAH SOFTWARE, INC. (Agreement) dated August 18, 2015, by and between the County of Hidalgo, Texas, by and through the Hidalgo County Community Service Agency (Licensee) and Shah Software, Inc., (Licensor), is entered between the parties this ___ day of February, 2016.

WHEREAS, Licensor and Licensee entered into an Agreement dated August 18, 2015, in which Licensor was to provide the services of twenty-six (26) "CaseManager – NewGen" software licenses to Licensee;

WHEREAS, Licensor and Licensee now desire to amend the Agreement as hereinafter provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree to the following amendments to the Agreement:

8.7 Independent Contractor Status. 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 Licensee has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

8.8 Indemnity. Licensor shall hold harmless and indemnify Licensee from and against any and all claims, demands, and course of action asserted by any third party arising out of or in connection with the services to be performed under contact.

8.9 Conflicts of Interest. Licensee's employees, officers, and/or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Licensor.

8.10 Fraud, Waste, and Abuse. Licensee is prohibited from engaging in fraud, waste and abuse under this Contract. Licensee shall report any and all instances of fraud, waste, and abuse under this Contract within its knowledge to the Department of Housing and Community Affairs. Licensee agrees to fully cooperate with the Department's efforts to detect, investigate, and prevent waste, fraud, and abuse; including, but not limited to:

a. Access to Records. Licensee shall agree to give complete access to any and all of its records, employees, and agents to the Department, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of monitoring or investigating the program.

b. Non-discrimination. Licensee agrees to not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to the Department or to any appropriate law enforcement authority, if the report is made in good faith.

8.11 Alterations, Additions, or Deletions Required by Law. Any alterations, additions, or deletions to the terms of the contract which are required by changes in federal law and regulations or state statute are automatically incorporated into the contract without written amendment, and shall become effective on the date designated by such law and/or regulation.

8.12 Further Instruments and Documents. Licensor and Licensee 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.

8.13 Authority to enter into contract. Licensor represents:

a. that it possesses legal authority to enter into the contract, receive and manage the funds authorized by the contract, and to perform the services Subcontractor has obligated itself to perform under the contract.

b. that the person signing the contract on behalf of the Licensor warrants that he/she has been authorized by the Licensor to execute the contract on behalf of the Licensor and to bind the Licensor to all terms set forth in the contract.

c. that Department shall have the right to suspend or terminate the contract if there is a dispute as the legal authority of either the Licensor or the person signing the contract to enter into the contract or to render performances thereunder and that should such suspension or termination occur, the Licensor is liable to the Licensee for any money Licensor has received for performance of provisions of the contract.

8.14 Limitation on Use. Licensee agrees not to use software for political activity, voter registration activities or voter registration.

8.15 Records Retention. Licensee shall retain records related to the use of software for a period of not less than three (3) years.

8.16 This Amendment shall supersede any and all prior Amendments to Agreement. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Licensor and Licensee shall ratify and confirm the terms and provisions of the Agreement as amended.

WITNESS THE HANDS OF THE PARTIES effective as of the date of the last party to sign this Agreement.

SHAH SOFTWARE, INC.

_____ **Date:** _____
Jagat Shah, President

THE COUNTY OF HIDALGO

_____ **Date:** _____
Ramon Garcia, County Judge

ATTEST

_____
Arturo Guajardo, Jr., County Clerk

ATTEST

_____
Stephanie Moore, Secretary

APPROVED AS TO FORM:

Office of Hidalgo County Criminal District Attorney,
Ricardo Rodriguez, Jr.

By:_____
Erin D. Thorn,
Assistant District Attorney

AI-53169

Community Service Agency
15. B.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY
Submitted By: Hermelinda(Linda) Ramirez, COMMUNITY SERVICE AGENCY
Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Authorization to request extension from Texas Department of Housing and Community Affairs for PY 2015 Community Service Block Grant Contract #: 61150002185 to March 31, 2016.

BACKGROUND

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 10:24 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Hermelinda(Linda) Ramirez Started On: 01/28/2016 09:29 AM
Final Approval Date: 01/29/2016

15 B

COUNTY OF HIDALGO
Community Service Agency

Adm: (956) 383-6250 *2524 N. Closner / P.O. Box 204* *Edinburg, TX 78540*
Fax: (956) 380-4324

January 11, 2016

Michael DeYoung, Director
Community Affairs Division
221 E. 11th Street
Austin, Texas 78701

Dear Mr. De Young:

The Hidalgo County Community Service Agency has undergone a change in administration in March of 2015. During the ensuing nine months, there have been dramatic changes implemented that are greatly impacting the quality of services offered to the residents of Hidalgo County. The entire service delivery model has been streamlined via the retraining of employees, upgrading technology, evaluating processes and even redeploying human resources whenever possible. The process of re-tooling this agency is certainly not complete but agency administration, staff and board members are working diligently to identify areas of concern and address them.

One of those areas of concern is certainly the failure to fully expend Community Service Block Grant (CSBG) funds within the calendar year /fiscal year for which it was designated. Calendar year 2015 has ended and we have expended roughly 50% of our allocation. **Therefore, by virtue of this letter, I am hereby requesting an extension to the PY 2015 CSBG contract so that we may fully expend PY 2015 funds under our CSBG Contract.**

Program administrators, including our new General Accounting Supervisor, are working hard to identify the reasons for this funding overlap and correct it during the ensuing months. To that end, agency administrators have drastically reduced personnel costs by trimming the number of staff from a high of 48 budgeted positions to a current roster of 33 personnel. Program administration is taking further steps to insure that future CSBG funding is obligated and spent during the year for which it was allocated.

Together with your agency's assistance, I am confident that the Hidalgo County Community Service Agency can improve its performance record and become among the highest performing agencies in the state. I look forward to your response.

Sincerely,

Jaime R. Longoria

Zimbra **jaime.longoria@co.hidalgo.tx.us**

FW: CSBG December 2015 MER

From : Gloria Mitchell <gloria.mitchell@tdhca.state.tx.us> Tue, Jan 19, 2016 09:42 AM
Subject : FW: CSBG December 2015 MER 1 attachment
To : Hidalgo County, Texas-County of Hidalgo Community Service Agency <jaime.longoria@co.hidalgo.tx.us>
Cc : Hidalgo County, Texas-County of Hidalgo Community Service Agency <esteban.vela@co.hidalgo.tx.us>

Jaime:
The attached letter is sufficient. At this time the 2015 CSBG Contract will be extended to March 31, 2016.

Gloria J. Mitchell
512-475-3899

-----Original Message-----
From: Jaime Longoria [mailto:jaime.longoria@co.hidalgo.tx.us]
Sent: Tuesday, January 19, 2016 9:33 AM
To: Gloria Mitchell
Cc: Hidalgo County, Texas-County of Hidalgo Community Service Agency
Subject: Re: CSBG December 2015 MER

Ms. Mitchell:

I prepared this letter on Friday. It is addressed to Mr. De Young. Is this suffice or should I redo the letter?

Thanks,

Jaime

----- Original Message -----
From: "Gloria Mitchell" <gloria.mitchell@tdhca.state.tx.us>
To: "Hidalgo County, Texas-County of Hidalgo Community Service Agency" <jaime.longoria@co.hidalgo.tx.us>
Cc: "Hidalgo County, Texas-County of Hidalgo Community Service Agency" <esteban.vela@co.hidalgo.tx.us>
Sent: Tuesday, January 19, 2016 9:09:58 AM
Subject: CSBG December 2015 MER

The Department did not receive a request for extension of the 2015 CSBG Contract #61150002185 from Hidalgo County, Texas-County of Hidalgo Community Service Agency. Our records indicate that Hidalgo County, Texas-County of Hidalgo Community Service Agency has a fund balance of $680,772.43 as of the December 2015 MER. Hidalgo County, Texas-County of Hidalgo Community Service Agency may request a 90 day Contract extension

AI-53166

Community Service Agency
15. C.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY
Submitted By: Hermelinda(Linda) Ramirez, COMMUNITY SERVICE AGENCY
Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Discussion and possible action to adopt the distric map of Hidalgo County thus designating District One, District Two and District Three.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 10:24 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Hermelinda(Linda) Ramirez Started On: 01/28/2016 09:06 AM
Final Approval Date: 01/29/2016

AI-53208 Urban County 16. A.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of the City of Edcouch is requesting authority to pay for the installation of playground equipment for Bell Park, P. Salazar Park and Sgt. Rodriguez Park. Installation will be installed by PlayWorks, Inc. (contract # 423-13) an approved vendor through Hidalgo County's membership and participation with Buyboard (Texas Association of School Boards). City of Edcouch Parks, Recreational Facilities Imp. FY 28 (2015) funds will be utilized.

BACKGROUND

The installation of the parks/recreational equipment will be installed at the following parks.

P. Salazar Park
PlayWorks, Inc.
Purchase Amount: $3,829.94
Quote Number: 1255

Bell Park
PlayWorks, Inc.
Purchase Amount: $12,549.29
Quote Number: 1253

Sgt. Rodriguez Park
PlayWorks, Inc.
Purchase Amount: $3,527.22
Quote Number: 1256

Funds Available:
$196,327.00 FY 28 (2015) Park, Recreational Facility Imp. (Bell Park)
$ 27,600.00 FY 28 (2015) Park, Recreational Facility Imp. (P. Salazar Park)
$ 27,800.00 FY 28 (2015) Park, Recreational Facility Imp. (Sgt. Rodriguez Park)

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 03:35 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Sandra Regalado Started On: 01/29/2016 02:28 PM

Final Approval Date: 01/29/2016

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase.
Use additional forms as needed.

Name of Cooperative: Buyboard **Person Contacted:** Dan Libby

Purchase #1 **Vendor Name:** PlayWorks, Inc.. **Contract No. :** 423-13 **Phone:** 800-726-1816

Quantity	Description of Items	List Price per Unit	Total Amount
	Installation		
	Install by G.A.S. Enterprises for the following:	$12,549.29	$12,549.29
2	Play Systems		
1	Spinami		
1	3-Bay Swings		
1	Moon Rock		
3	BBQ Grills		
2	Basketball Bakboards		
	Wood fiber and timbers		
	Work includes the unloading and receiving of this equipment		

TOTAL:	**$12,549.29**

Recommendation: Installation for Bell Park

Requested by: _____ Date 1-27-16 **UCP Approval:** _____ Date 1-28-16

PlayWorks
PlayWorks, Inc.
Athletic, Park, and Playground Equipment

info@playwellgroup.com
800-726-1816
800-560-9150 (fax)

INSTALLATION QUOTE

QUOTE # 1253

1/19/2016

BILL TO:

City of Edcouch
Accounts Payable - Pete
211 Southern Avenue
Edcouch, TX 78538

Phone: (956) 262-2140

INSTALLATION SITE:

City of Edcouch - Bell Park
Pete
TBD
Edcouch, TX 78538

Phone:

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	DPL	HIDALGO	2/18/2016

ITEM	DESCRIPTION	LIST PRICE	QTY	TOTAL
BUY BOARD	BUY BOARD CONTRACT #423-13 EXPIRES 9/30/2016 G.A.S. ENTERPRISES, INC.	0.00		0.00
INSTALL G.A.S.	INSTALL BY G.A.S. ENTERPRISES FOR THE FOLLOWING: (2) PLAY SYSTEMS (1) SPINAMI (1) 3-BAY SWINGS (1) MOON ROCK (3) BBQ GRILLS (2) BASKETBALL BACKBOARDS WOOD FIBER AND TIMBERS THIS WORK INCLUDES THE UNLOADING AND RECEIVING OF THIS EQUIPMENT1	12,549.29	1	12,549.29

RECEIVED
JAN 27 2016
URBAN COUNTY PROGRAM

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL $12,549.29

PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
9430 SAN MATEO BLVD., NE, UNIT G
ALBUQUERQUE, NM 87113

Date 1-27-16 Signature

PLAYWORKS, INC.

Toll Free: (800)726-1816 Free Fax: (800)560-9150

Texas Corporate Office
4743 Iberia Ave., Suite C
Dallas, TX 75207

Arkansas Sales Office
6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office
5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office
Processing Center-Payments
9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS
Tax funded and bonded projects only Net 30 days. All other entities required 50% down and balance due upon completion. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

OPEN ACCOUNT
Credit terms are available to municipalities, government agencies, school systems, boned contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least $10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS
MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

CO-OP CONTRACT'S
Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING
All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

ROCK CLAUSE
PlayWorks, Inc. reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Every effort will be made prior to installation to determine if additional rock charges may be required. PlayWell's Sales Associate will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS
First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY
Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: _____ **Purchase Order #:** _____

Signature: _____ **Date:** 1-27-16

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase.
Use additional forms as needed.

Name of Cooperative: Buyboard **Person Contacted:** Dan Libby

Purchase #1 **Vendor Name:** PlayWorks, Inc.. **Contract No. :** 423-13 **Phone:** 800-726-1816

Quantity	Description of Items	List Price per Unit	Total Amount
	Installation		
	Install by G.A.S. Enterprises for the following:	$3,829.94	$3,829.94
1	Play Systems		
2	BBQ Grills		
2	Picnic Tables		
	Wood fiber and timbers		
	Work includes the unloading and receiving of this equipment		

TOTAL:	**$3,829.94**

Recommendation: Installation for Salazar Park

Requested by: [signature] Date 1-27-16 **UCP Approval:** [signature] Date 1-28-16

PlayWorks
PlayWorks, Inc.
Athletic, Park, and Playground Equipment

info@playwellgroup.com
800-726-1816
800-560-9150 (fax)

INSTALLATION QUOTE

QUOTE # 1255

1/19/2016

BILL TO:
City of Edcouch
Accounts Payable - Pete
211 Southern Avenue
Edcouch, TX 78538

Phone: (956) 262-2140

INSTALLATION SITE:
City of Edcouch - Salazar Park
Pete
TBD
Edcouch, TX 78538

Phone:

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	DPL	HIDALGO	2/18/2016

ITEM	DESCRIPTION	LIST PRICE	QTY	TOTAL
BUY BOARD	BUY BOARD CONTRACT #423-13 EXPIRES 9/30/2016 G.A.S. ENTERPRISES, INC.	0.00		0.00
INSTALL G.A.S.	INSTALL BY G.A.S. ENTERPRISES FOR THE FOLLOWING: (1) PLAY SYSTEM (2) BBQ GRILLS (2) PICNIC TABLES TIMBERS AND WOOD FIBER THIS WORK INCLUDES THE UNLOADING AND RECEIVING OF THIS EQUIPMENT	3,829.94	1	3,829.94

RECEIVED
JAN 27 2016
URBAN COUNTY PROGRAM

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL $3,829.94

PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
9430 SAN MATEO BLVD., NE, UNIT G
ALBUQUERQUE, NM 87113

Date 1-27-16 Signature

PLAYWORKS, INC.

Toll Free: (800)726-1816 Free Fax: (800)560-9150

Texas Corporate Office
4743 Iberia Ave., Suite C
Dallas, TX 75207

Arkansas Sales Office
6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office
5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office
Processing Center-Payments
9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS
Tax funded and bonded projects only Net 30 days. All other entities required 50% down and balance due upon completion. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

OPEN ACCOUNT
Credit terms are available to municipalities, government agencies, school systems, boned contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least $10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS
MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

CO-OP CONTRACT'S
Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING
All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

ROCK CLAUSE
PlayWorks, Inc. reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Every effort will be made prior to installation to determine if additional rock charges may be required. PlayWell's Sales Associate will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS
First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY
Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: _____ **Purchase Order #:** _____

Signature: _____ **Date:** 1-27-16

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase.
Use additional forms as needed.

Name of Cooperative: Buyboard **Person Contacted:** Dan Libby

Purchase #1 **Vendor Name:** PlayWorks, Inc.. **Contract No. :** 423-13 **Phone:** 800-726-1816

Quantity	Description of Items	List Price per Unit	Total Amount
	Installation		
	Install by G.A.S. Enterprises for the following:	$3,527.22	$3,527.22
1	Play Systems		
2	BBQ Grills		
	Wood fiber and timbers		
	Work includes the unloading and receiving of this equipment		

TOTAL:	**$3,527.22**

Recommendation: Installation for Sgt. Rodriguez Park

Requested by: _____ Date 1-27-16 **UCP Approval:** _____ Date 1-28-16

PlayWorks
PlayWorks, Inc.
Athletic, Park, and Playground Equipment

info@playwellgroup.com
800-726-1816
800-560-9150 (fax)

INSTALLATION QUOTE

QUOTE # 1256

1/19/2016

BILL TO:

City of Edcouch
Accounts Payable - Pete
211 Southern Avenue
Edcouch, TX 78538

Phone: (956) 262-2140

INSTALLATION SITE:

City of Edcouch - Rodriguez Park
Pete
TBD
Edcouch, TX 78538

Phone: (956) 262-2140

CUST. PO#	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	DPL	HIDALGO		2/18/2016
ITEM	**DESCRIPTION**		**LIST PRICE**	**QTY**	**TOTAL**
BUY BOARD	BUY BOARD CONTRACT #423-13 EXPIRES 9/30/2016 G.A.S. ENTERPRISES, INC.		0.00		0.00
INSTALL G.A.S.	INSTALL BY G.A.S. ENTERPRISES FOR THE FOLLOWING: (1) PLAY SYSTEM (2) BBQ GRILLS TIMBERS AND WOOD FIBER THIS WORK INCLUDES THE UNLOADING AND RECEIVING OF THIS EQUIPMENT		3,527.22	1	3,527.22

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URBAN COUNTY PROGRAM

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL $3,527.22

PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
9430 SAN MATEO BLVD., NE, UNIT G
ALBUQUERQUE, NM 87113

Date 1-27-16 Signature

PLAYWORKS, INC.

Toll Free: (800)726-1816 Free Fax: (800)560-9150

Texas Corporate Office
4743 Iberia Ave., Suite C
Dallas, TX 75207

Arkansas Sales Office
6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office
5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office
Processing Center-Payments
9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

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Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: _____ **Purchase Order #:** _____

Signature: _____ **Date:** 1-27-16

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
Playworks, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sh
Playworks, Inc.	Installation of Signage Products ($2000.00 minimum)	
Playworks, Inc.	Installation of Playground Equipment ($2000.00 minimum)	

Extended Product Information

Reference Number: 423-13

Part Number: Installation

Unit Measure: EA

Full Description: Installation of Playground Equipment ($2000.00 minimum)

Playworks, Inc.	Installation of Park Buildings & Shelters ($2000.00 minimum)	
Playworks, Inc.	Installation of Bleachers & Seating Systems ($2000.00 minimum)	

Showing 1 to 4 of 4 entries

First Previous 1 Next Last

Additional Resources

Vendor Contract Information

Back

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
Playworks, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Vendor Name:	Playworks, Inc.
Address:	4743 Iberia Avenue Suite C Dallas, TX 75207
Phone Number:	(800) 726-1816
Email:	claudia@playwellgroup.com
Federal ID:	75-2640029
Contact:	Claudia Wolosz
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Parks & Recreation Equipment, Field Lighting Products & Installation
Contract#:	423-13
Effective Date:	10/01/2013
Expiration Date:	09/30/2016
Payment Terms:	Net 30 days
Delivery Days:	60
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	Texas Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17
States Served:	Arkansas, New Mexico, Oklahoma, Texas
Quote Reference Number:	423-13

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

AI-53199 Urban County 16. B.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of the City of Edcouch is requesting authority to purchase playground equipment for Bell Park, P. Salazar Park and Sgt. Rodriguez Park. Purchase will be made from The PlayWell Group, Inc. (contract # 423-13) an approved vendor through Hidalgo County's membership and participation with Buyboard (Texas Association of School Boards). City of Edcouch Park, Recreational Facility Imp. FY 28 (2015) funds will be utilized.

BACKGROUND

The purchase of park/recreational equipment will be for the following parks. Delivery is expected within 6 to 8 weeks.

P. Salazar Park
The PlayWell Group, Inc.
Purchase Amount: $22,326.89
Quote Number: 3157

Bell Park
The PlayWell Group, Inc.
Purchase Amount: $67,432.89
Quote Number: 3160

Sgt. Rodriguez Park
The PlayWell Group, Inc.
Purchase Amount: $20,903.39
Quote Number: 3158

Funds Available:
$196,327.00 FY 28 (2015) Park, Recreational Facility Imp. (Bell Park)
$ 27,600.00 FY 28 (2015) Park, Recreational Facility Imp. (P. Salazar Park)
$ 27,800.00 FY 28 (2015) Park, Recreational Facility Imp. (Sgt. Rodriguez Park)

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 03:36 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Sandra Regalado Started On: 01/29/2016 11:00 AM

Final Approval Date: 01/29/2016

PlayWell

The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
800-560-9150 (fax)

QUOTATION

QUOTE # 3160 — 1/19/2016

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URBAN COUNTY PROGRAM

BILL TO:

City of Edcouch
Accounts Payable
211 Southern Avenue
Edcouch, TX 78538

Phone: (956) 262-2140

SHIP TO:

City of Edcouch-Bell Park
Pete
TBD
Edcouch, TX 78538

Phone: (956) 262-2140

CUST. PO #	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	DPL	HIDALGO	2/18/2016

ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
BUYBOARD	BUYBOARD CONTRACT #423-13 EXPIRES 9/30/2016			0.00	0.00
	PLAYWORLD				
FUN-1482	ROCKY HIDEOUT - PLAY FUNDAMENTALS	1	13765.00	12,801.00	12,801.00
FUN-1494	TOWER O FUN - PLAY FUNDAMENTALS	1	25863.00	24,052.59	24,052.59
ZZXX0151	SPINAMI	1	3978.00	3,699.54	3,699.54
ZZXX0148	MOON ROCK	1	2886.00	2,683.98	2,683.98
SWING-ARCH350	3.5" 2-UNIT ARCH SWING	1	1748.00	1,625.64	1,625.64
SWING-ARCH350A...	3.5" 2-UNIT ARCH SWING ADD-A-BAY	2	1185.00	1,102.05	2,204.10
ZZXX0038	WEAR MAT (36"'X36"X1.5")	7	115.00	106.95	748.65
ZZXX0265	INFANT SEAT W/GALVANIZED CHAIN	2	165.00	153.45	306.90
ZZXX0224	ACCESSIBLE SWING SEAT	2	744.00	691.92	1,383.84
SHIP	SHIPPING AND HANDLING	1	4814.83	4,814.83	4,814.83
	PWA				
10	HEAVY DUTY PERFORATED STEEL BACKBOARD, POWDER COATED	2	838.00	737.44	1,474.88
SHIP	SHIPPING AND HANDLING	1	331.83	331.83	331.83
	PILOT ROCK				
N/G-24 B24 B2G S...	24" GALVANIZED GRILL/POST/SHELF - INGROUND MOUNT	3	297.00	273.24	819.72
SHIP	SHIPPING AND HANDLING	1	429.39	429.39	429.39
	SAFESURF				
FIBER SAFESURF	ENGINEERED WOOD FIBER	200	17.33	15.60	3,120.00
TIMBERS SAFESU...	BORDER TIMBERS	61	28.00	25.20	1,537.20
RAMP SAFESURF	ACCESS RAMP	1	654.00	588.60	588.60
SHIP	SHIPPING AND HANDLING	1	4810.20	4,810.20	4,810.20

QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages.
PLEASE REMIT YOUR DEPOSIT TO:

THE PLAYWELL GROUP, INC.
9430 SAN MATEO BLVD., NE, UNIT G
ALBUQUERQUE, NM 87113

Date 1-27-16 Signature

SUBTOTAL	$67,432.89
SALES TAX (0.0%)	$0.00
TOTAL	$67,432.89

The PlayWell Group, Inc.

Toll Free: (800)726-1816 Free Fax: (800)560-9150

Texas Corporate Office
4743 Iberia Ave., Suite C
Dallas, TX 75207

Arkansas Sales Office
6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office
5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office
Processing Center-Payments
9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS
Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT
Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least $10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS
MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT
Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX
Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS
All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS
All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS
No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION
All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

COLOR CHOICES
Be sure to specify color selections when ordering. Please sign attached Color Selection Form (if applicable).

INSTALLATION
Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING
All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: _____ **Purchase Order #:** _____

Signature: _____ **Date:** 1-27-16

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase.
Use additional forms as needed.

Name of Cooperative: Buyboard **Person Contacted:** Dan Libby

Purchase #1 **Vendor Name:** The PlayWell Group, Inc. **Contract No. :** 423-13 **Phone:** 800-726-1816

Quantity	Description of Items	List Price per Unit	Discount	Total Amount
1	Rocky Hideout – Play Fundamentals	$13,765.00	$12,801.00	$12,801.00
1	Tower O Fun – Play Fundamentals	$25,863.00	$24,052.59	$24,052.59
1	Spinami	$3,978.00	$3,699.54	$3,699.54
1	Moon Rock	$2,886.00	$2,683.98	$2,683.98
1	3.5" 2-Unit Arch Swing	$1,748.00	$1,625.64	$1,625.64
2	3.5" 2-Unit Arch Swing Add –A –Baby	$1,185.00	$1,102.05	$2,204.10
47	Wear Mat (36"x36"x1.5")	$115.00	$106.95	$748.65
2	Infant Seat W/Galvanized Chain	$165.00	$153.45	$306.90
2	Accessible Swing Seat	$744.00	$691.92	$1,383.84
1	Shipping and Handling	$4,814.83	$4,814.83	$4,814.83
	PWA			
2	Heavy Duty Preforated Steel Backboard, Powder Coated	$838.00	$737.44	$1,474.88
1	Shipping and Handling	$331.83	$331.83	$331.83
	PILOT ROCK			
3	24" Galvanized Grill/Post/Shelf – Inground Mount	$297.00	$273.24	$819.72
1	Shipping and Handling	$429.39	$429.39	$429.39
	SAFESURF			
200	Engineered Wood Fiber	$17.33	$15.60	$3,120.00
61	Border Timbers	$28.00	$25.20	$1,537.20
1	Access Ramp	$654.00	$588.60	$588.60
1	Shipping and Handling	$4,810.20	$4,810.20	$4,810.20

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URBAN COUNTY PROGRAM

TOTAL:	**$67,432.89**

Recommendation: Purchase for Bell Park

Requested by: Date 1-27-16 **UCP Approval:** Date 1-28-16

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

PreDesign	FC12-710	DESIGN #6	$	16,232	1523 lbs	TRUE	FALSE	TRUE	TRUE
PreDesign	FC12-711	DESIGN #6	$	15,128	1415 lbs	TRUE	FALSE	TRUE	TRUE
PreDesign	FC12-712	DESIGN #7	$	21,312	2083 lbs	TRUE	FALSE	TRUE	TRUE
PreDesign	FC12-713	DESIGN #7	$	19,656	1921 lbs	TRUE	FALSE	TRUE	TRUE
PreDesign	FC12-714	DESIGN #8	$	24,890	2312 lbs	TRUE	FALSE	TRUE	TRUE
PreDesign	FC12-715	DESIGN #8	$	23,234	2150 lbs	TRUE	FALSE	TRUE	TRUE
PreDesign	FP-505	FIRSTPLAY DESIGN #1	$	2,539	110 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-505-FTD	FIRSTPLAY DESIGN #1-FTD	$	2,906	146 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-510	FIRSTPLAY DESIGN #2	$	3,303	172 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-510-FTD	FIRSTPLAY DESIGN #2-FTD	$	3,559	195 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-515	FIRSTPLAY DESIGN #3	$	3,031	140 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-515-FTD	FIRSTPLAY DESIGN #3-FTD	$	3,509	188 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-520	FIRSTPLAY DESIGN #4	$	3,913	202 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-520-FTD	FIRSTPLAY DESIGN #4-FTD	$	4,280	238 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-525	FIRSTPLAY DESIGN #5	$	4,258	191 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-525-FTD	FIRSTPLAY DESIGN #5-FTD	$	4,864	251 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-530	FIRSTPLAY DESIGN #6	$	5,140	254 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-530-FTD	FIRSTPLAY DESIGN #6-FTD	$	5,635	301 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-535	FIRSTPLAY DESIGN #7	$	7,392	366 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-535-FTD	FIRSTPLAY DESIGN #7-FTD	$	8,237	449 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-540	FIRSTPLAY DESIGN #8	$	6,738	330 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-540-FTD	FIRSTPLAY DESIGN #8-FTD	$	7,361	389 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FUN-1480	PLAYHOUSE	$	6,267	477 lbs	TRUE	TRUE	TRUE	TRUE
PreDesign	FUN-1481	CLUBHOUSE	$	8,513	794 lbs	TRUE	TRUE	TRUE	TRUE
PreDesign	FUN-1482	ROCKY HIDEOUT	$	13,765	1292 lbs	TRUE	TRUE	TRUE	TRUE
PreDesign	FUN-1483	AROUND & DOWN	$	17,963	1588 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1484	THE HUB	$	25,021	2218 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1485	THE SPOT	$	15,000	1432 lbs	TRUE	TRUE	FALSE	TRUE
PreDesign	FUN-1486	POWER JUNCTION	$	20,583	1817 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1487	RISE ABOVE	$	21,824	2144 lbs	TRUE	TRUE	FALSE	TRUE
PreDesign	FUN-1488	HUB JUNCTION	$	25,036	2301 lbs	TRUE	TRUE	FALSE	TRUE
PreDesign	FUN-1489	METRO STATION	$	28,447	2639 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1490	"C" OF ACTIVITY	$	13,129	1217 lbs	TRUE	TRUE	FALSE	TRUE
PreDesign	FUN-1491	COMPACT	$	15,106	1537 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1492	RAMP UP	$	18,553	1794 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1493	ACTIVY HUB	$	22,316	2359 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1494	TOWER O'FUN	$	25,863	2356 lbs	TRUE	FALSE	FALSE	TRUE

Fitness	ZZXX0117	ENERGI STANDARD WELCOME SIGN	$ 1,057	43.52	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0117S	ENERGI STANDARD WELCOME SIGN (SURF MOUNT)	$ 1,000	40.21	FALSE	FALSE	TRUE	FALSE
Electronics	ZZXX0129	FREE-STANDING DRIVE AWAY PANEL	$ 3,495	83.66	TRUE	TRUE	TRUE	TRUE
Electronics	ZZXX0129S	FREE-STANDING DRIVE AWAY PANEL SURFACE MOUNT	$ 3,495	70.78	TRUE	TRUE	TRUE	TRUE
FreeStandClimb	ZZXX0131	TRI GEO CLIMBER	$ 3,241	338.64	TRUE	TRUE	TRUE	TRUE
FreeStandClimb	ZZXX0131S	TRI GEO CLIMBER (SURF MOUNT)	$ 3,124	306.96	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0132	SPINTASTIC	$ 606	54.02	TRUE	TRUE	TRUE	TRUE
Swings	ZZXX0134	4/0 STRAIGHT LINK SWING CHAIN SILVER SHIELD (FOOT)	$ 4	0.40	FALSE	FALSE	FALSE	TRUE
Origins	ZZXX0135	ORIGINS T-REX HEAD	$ 6,684	2500.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZXX0136	ORIGINS T-REX RIBS	$ 12,220	2750.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZXX0137	ORIGINS T-REX TAIL	$ 4,775	1325.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZXX0138	ORIGINS T-REX HATCHED EGG	$ 3,629	1500.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZXX0139	ORIGINS T-REX HATCHLING EGG	$ 4,202	2860.00	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0143	LIVE WIRE	$ 12,315	1678.80	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0143S	LIVE WIRE (SURF MOUNT)	$ 11,196	1426.30	TRUE	TRUE	TRUE	TRUE
FreeStandClimb	ZZXX0148	MOON ROCK	$ 2,886	242.30	TRUE	TRUE	TRUE	TRUE
FreeStandClimb	ZZXX0148S	MOON ROCK (SURF MOUNT)	$ 2,886	221.20	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0149	VAQUERO	$ 4,490	533.00	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0149S	VAQUERO (SURFACE MOUNT)	$ 4,127	461.62	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0150	OVERDRIVE	$ 2,982	330.44	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0151	SPINMAN	$ 3,978	302.90	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0154	LIVE WIRE TENSION KIT	$ 73	5.10	FALSE	FALSE	FALSE	FALSE
CustomPlaygrnd	ZZXX0155	CUSTOM SIGN	$ 964	42.75	TRUE	FALSE	FALSE	FALSE
CustomPlaygrnd	ZZXX0157	DOUBLE SIDED CUSTOM SIGN	$ 1,625	46.66	TRUE	FALSE	FALSE	FALSE
Independent	ZZXX0162	NATURE SOUNDS CUSTOM PANEL MOUNT	$ 1,845	28.70	FALSE	FALSE	FALSE	FALSE
Fitness	ZZXX0163	ENERGI (PRUNE)- DBL SIDED SIGN WELCOME/CUSTOM SIGN	$ 1,558	43.52	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0163S	ENERGI (PRUNE)- DBL SIDED SIGN WELCOME/CUSTOM SIGN	$ 1,501	40.21	FALSE	FALSE	TRUE	FALSE
Independent	ZZXX0164	QUATTRO SEE-SAW RETRO-FIT KIT	$ 372	3.10	FALSE	FALSE	FALSE	FALSE
CustomPlaygrnd	ZZXX0165	2-5 YEARS OLD RISK MANAGEMENT SIGN	$ 734	42.75	TRUE	FALSE	FALSE	FALSE
CustomPlaygrnd	ZZXX0175	5-12 YEARS OLD RISK MANAGEMENT SIGN	$ 734	42.75	TRUE	FALSE	FALSE	FALSE
Independent	ZZXX0182	UNITY TEETER TUNNEL	$ 6,900	694.53	TRUE	TRUE	TRUE	TRUE
Independent	ZZXX0182S	UNITY TEETER TUNNEL (SM)	$ 6,600	614.91	TRUE	TRUE	TRUE	TRUE
Independent	ZZXX0183	UNITY RUSHMORE	$ 18,540	1170.18	TRUE	TRUE	TRUE	TRUE
Independent	ZZXX0183S	UNITY RUSHMORE (SM)	$ 17,510	903.10	TRUE	TRUE	TRUE	TRUE
CustomPlaygrnd	ZZXX0185	2-12 YEARS OLD RISK MANAGEMEN SIGN	$ 734	42.75	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0187	UNITY LARGE OVERHEAD CANOPY	$ 6,180	608.08	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0187S	UNITY LARGE OVERHEAD CANOPY (SM)	$ 6,606	538.69	TRUE	TRUE	TRUE	TRUE
FreeStandClimb	ZZXX0188	UNITY 3-POINT OVERHEAD CANOPY 109" ADD-ON	$ 2,575	165.00	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0188S	UNITY 3 POINT OVERHEAD CANOPY (SM)	$ 2,678	138.58	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0189	UNITY 3 POINT CANOPY BASE	$ 2,575	207.95	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0189S	UNITY 3 POINT CANOPY BASE (SM)	$ 2,678	178.36	TRUE	TRUE	TRUE	TRUE
FreeStandClimb	ZZXX0191	UNITY 3-POINT OVERHEAD CANOPY 107" ADD-ON	$ 2,575	165.00	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0191S	UNITY 3 POINT OVERHEAD CANOPY ADD (SM)	$ 2,678	139.35	TRUE	TRUE	TRUE	TRUE
Independent	ZZXX0192	UNITY TEETER TUNNEL - PERF TOP	$ 6,900	718.65	TRUE	TRUE	TRUE	TRUE
Independent	ZZXX0192S	UNITY TEETER TUNNEL - PERF TOP (SM)	$ 6,600	639.03	TRUE	TRUE	TRUE	TRUE
Independent	ZZXX0193	UNITY ROCKR	$ 4,900	498.42	TRUE	TRUE	TRUE	TRUE
Independent	ZZXX0193S	UNITY ROCKR (SM)	$ 4,700	478.12	TRUE	TRUE	TRUE	TRUE
CustomPlaygrnd	ZZXX0195	PLAYGROUND RULES RISK MANAGEMENT SIGN	$ 734	42.75	TRUE	FALSE	FALSE	FALSE
SkillOther	ZZXX0199	HOOPLA SWING	$ 5,665	324.99	FALSE	FALSE	FALSE	FALSE
SkillOther	ZZXX0199S	HOOPLA SWING (SM)	$ 5,150	271.47	FALSE	FALSE	FALSE	FALSE
SkillOther	ZZXX0341	BALANCE TRAX POND	$ 265	16.80	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0341S	BALANCE TRAX POND (SURF MOUNT)	$ 306	15.70	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0342	BALANCE TRAX MOUNTAIN	$ 1,436	148.80	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0342S	BALANCE TRAX MOUNTAIN (SURF MOUNT)	$ 1,571	148.70	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0343	BALANCE TRAX DUNES	$ 1,154	152.00	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0343S	BALANCE TRAX DUNES (SURF MOUNT)	$ 1,287	152.00	TRUE	TRUE	TRUE	TRUE

Category	Part Number	DESCRIPTION	List Price	Weight (lbs)	IPEMA Certified	CSA Certified	EN Certified	CPSC Certified
Origins	ZZBD0012	ORIGINS BENCH BOULDER	$ 1,911	1160.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0013	ORIGINS PICNIC BOULDER	$ 6,603	4650.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0014	ORIGINS TOWER BOULDER	$ 11,199	4640.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0015	ORIGINS RIDGE BOULDER	$ 15,897	7830.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0016	ORIGINS CASTLE BOULDER	$ 23,870	13920.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0018	1 FT MOD X	$ 1,195	9.88	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0019	ORIGINS BOULDER TIGHT ROPE	$ 660	9.35	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0020	ORIGINS BOULDER ROPE BRIDGE	$ 3,478	76.72	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0021	ORIGINS BOULDER TO GROUND NET CLIMBER	$ 3,856	67.41	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0027	ORIGINS ROCK LOG	$ 7,748	3300.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0030	ORIGINS HILL SLIDE BOULDER - ROCK ONLY	$ 3,656	1000.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0031	ORIGINS HILL SLIDE BOULDER SLITHER SLIDE ENTRANCE/EXIT	$ 1,312	91.02	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0031S	ORIGINS HILL SLIDE BOULDER SLITHER SLIDE ENTRANCE/EXIT (SM)	$ 1,270	81.88	TRUE	TRUE	TRUE	TRUE
Signs	ZZPD0195	PLAYDESIGN PLAYGROUND RULES RISK MANAGEMENT SIGN	$ 726	42.86	TRUE	TRUE	FALSE	TRUE
SandH2O	ZZPD3265	SAND STUDIO 6	$ 2,005	172.45	TRUE	FALSE	TRUE	TRUE
ThemedPlay	ZZPD3370	"STOP" SIGN WITH SIGN STAND	$ 121	8.95	TRUE	TRUE	FALSE	TRUE
ThemedPlay	ZZPD3380	"YIELD" SIGN WITH SIGN STAND	$ 116	8.95	TRUE	TRUE	FALSE	TRUE
ThemedPlay	ZZPD3390	"SPEED LIMIT" SIGN WITH SIGN STAND	$ 115	8.95	TRUE	TRUE	FALSE	TRUE
ThemedPlay	ZZPD3400	"HANDICAPPED" SIGN WITH SIGN STAND	$ 115	8.95	TRUE	TRUE	FALSE	TRUE
ThemedPlay	ZZPD3410	"SCHOOL ZONE" SIGN WITH SIGN STAND	$ 115	8.95	TRUE	TRUE	FALSE	TRUE
ToddlerTheme	ZZPD3450	TRAFFIC LIGHT	$ 510	22.39	TRUE	TRUE	FALSE	TRUE
FunCenters	ZZPD5061	INFANT FUN CENTER	$ 3,138	216.50	FALSE	FALSE	TRUE	FALSE
FunCenters	ZZPD5115	FUNCENTER A & B 36IN GLIDE SLIDE RETRO-FIT	$ 958	87.14	FALSE	FALSE	FALSE	FALSE
FunCenters	ZZPD5230	ANCHOR STAKE	$ 12	1.31	FALSE	FALSE	FALSE	FALSE
FunCenters	ZZPD5235	ANCHOR BOLT	$ 9	0.57	FALSE	FALSE	FALSE	FALSE
FirstPlay	ZZPD5236	FIRSTPLAY INFANT FUN CENTER	$ 2,470	141.40	TRUE	TRUE	TRUE	TRUE
FreeStandClimb	ZZXX0019	PLAYWEB - MEDIUM UNIT	$ 19,935	869.29	TRUE	TRUE	TRUE	TRUE
FreeStandClimb	ZZXX0020	PLAYWEB - LARGE UNIT	$ 27,995	1124.79	TRUE	TRUE	TRUE	TRUE
FreeStandClimb	ZZXX0022	PLAYWEB - IN GROUND MOUNT KIT	$ 120	21.39	TRUE	TRUE	FALSE	FALSE
FreeStandClimb	ZZXX0023	PLAYWEB BASE MOUNT KIT	$ 331	107.49	TRUE	TRUE	FALSE	FALSE
FreeStandClimb	ZZXX0031	PLAYWEB 8ft CRITICAL FALL HEIGHT SURFACE MOUNT KIT	$ 150	38.41	TRUE	TRUE	FALSE	FALSE
FreeStandClimb	ZZXX0034	PLAYWEB 10ft CRITICAL FALL HEIGHT SURFACE MOUNT KIT	$ 152	39.10	TRUE	TRUE	FALSE	FALSE
Surfacing	ZZXX0038	WEAR MAT (36in x 36in x 1.5in)	$ 115	55.01	FALSE	FALSE	FALSE	FALSE
FreeStandClimb	ZZXX0040	MEDIUM PLAYWEB FOR ROPE BRIDGE	$ 20,973	856.76	TRUE	TRUE	TRUE	TRUE
FreeStandClimb	ZZXX0041	LARGE PLAYWEB FOR ROPE BRIDGE	$ 29,651	1107.41	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0043	WHIRLIGIG	$ 1,821	148.29	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0044	BING BOING	$ 2,566	275.30	TRUE	TRUE	TRUE	TRUE
CustomPlaygrnd	ZZXX0060	PLAYGROUND SAFETY AUDIT KIT	$ 263	4.44	FALSE	FALSE	FALSE	FALSE
Origins	ZZXX0059	RAPTOR ROCK HEAD	$ 807	429.01	TRUE	TRUE	TRUE	TRUE
Origins	ZZXX0060	RAPTOR ROCK TAIL	$ 807	410.01	TRUE	TRUE	TRUE	TRUE
Origins	ZZXX0061	FOSSIL JAM	$ 538	121.01	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0065	SPIN CUP	$ 662	57.21	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0065S	SPIN CUP (SURFACE MOUNT)	$ 590	43.72	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0066	SKY SURFER	$ 3,700	221.98	TRUE	TRUE	TRUE	TRUE
SandH2O	ZZXX0067	COVER FOR 4ft x 8ft SANDBOX	$ 274	1.33	FALSE	FALSE	FALSE	FALSE
Fitness	ZZXX0089	ENERGI STATION #1 STATIC & DYNAMIC STRETCHES	$ 4,120	418.73	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0089S	ENERGI STATION #1 STATIC & DYNAMIC STRETCHES (SURF MOUNT)	$ 3,941	389.60	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0090	ENERGI STATION #2 PULLING,BACK ANGLE BAR & HURDLE	$ 3,317	306.79	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0090S	ENERGI STATION #2 PULLING,BACK ANGLE BAR & HURDLE (SURF MNT)	$ 3,418	302.95	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0091	ENERGI STATION #3 SQUAT, DIP, PUSH-UP & BALANCE EXERCISES	$ 2,901	249.60	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0091S	ENERGI STATION #3 SQUAT, DIP, PUSH-UP & BALANCE (SURF MNT)	$ 2,847	227.47	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0092	ENERGI STATION #4 POWER & AGILITY STEP EXERCISES	$ 2,756	205.98	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0092S	ENERGI STATION #4 POWER & AGILITY STEP (SURF MOUNT)	$ 2,803	171.34	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0093	ENERGI STATION #5 CORE, TORSO & BALANCE DISC EXERCISES	$ 3,363	200.83	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0093S	ENERGI STATION #5 CORE, TORSO & BALANCE DISC (SURF MOUNT)	$ 3,207	179.69	FALSE	FALSE	TRUE	FALSE
Electronics	ZZXX0113	FREE-STANDING RHYTHM SPINNER PANEL	$ 3,995	73.70	TRUE	TRUE	TRUE	TRUE
Electronics	ZZXX0113S	FREE-STANDING RHYTHM SPINNER PANEL	$ 3,995	61.60	TRUE	TRUE	TRUE	TRUE
Fitness	ZZXX0117	ENERGI STANDARD WELCOME SIGN	$ 1,057	43.52	FALSE	FALSE	TRUE	FALSE

Swing-ARCH350	3.5" 2-Unit Arch Swing	One color choice (PST)		$ 1,748					
ZZXX0288	3-1/2" OD 2-UNIT STEEL ARCH SWING		1	$ 1,564	277.91	TRUE	TRUE	TRUE	TRUE
ZZXX0260	BELT SEAT W/SILVER SHIELD CHAIN		2	$ 92	8.57	TRUE	TRUE	FALSE	TRUE
Swing-ARCH350ADD	3.5" 2-Unit Arch Swing ADD-A-BAY	One color choice (PST)		$ 1,185					
ZZXX0375	3-1/2" OD STEEL ARCH SWING ADD-A-BAY		1	$ 1,001	179.11	TRUE	TRUE	TRUE	TRUE
ZZXX0260	BELT SEAT W/SILVER SHIELD CHAIN		2	$ 92	8.57	TRUE	TRUE	FALSE	TRUE
Swing-ARCH500	5" 2-Unit Arch Swing	One color choice (PST)		$ 2,199					
ZZXX0287	5" OD 2-UNIT ALUMINUM ARCH		1	$ 2,015	224.59	TRUE	TRUE	TRUE	TRUE
ZZXX0260	BELT SEAT W/SILVER SHIELD CHAIN		2	$ 92	8.57	TRUE	TRUE	FALSE	TRUE
Swing-ARCH500ADD	5" 2-Unit Arch Swing ADD-A-BAY	One color choice (PST)		$ 1,542					
ZZXX0370	5" OD ALUMINUM ARCH SWING		1	$ 1,358	145.4	TRUE	TRUE	TRUE	TRUE
ZZXX0260	BELT SEAT W/SILVER SHIELD CHAIN		2	$ 92	8.57	TRUE	TRUE	FALSE	TRUE
Swing-SP8	8' Single Post Swing	POST=LEGS/CMP=TOP RAIL		$ 1,209					
ZZXX0295	8' SINGLE POST SWING ASSEMBLY		1	$ 1,025	284.56	TRUE	TRUE	TRUE	TRUE
ZZXX0260	BELT SEAT W/SILVER SHIELD CHAIN		2	$ 92	8.57	TRUE	TRUE	FALSE	TRUE
Swing-SP8-ADD	8' Single Post Swing	POST=LEGS/CMP=TOP RAIL		$ 923					
ZZXX0296	8' SINGLE POST SWING ADD-A-BAY		1	$ 739	174.07	TRUE	TRUE	TRUE	TRUE
ZZXX0260	BELT SEAT W/SILVER SHIELD CHAIN		2	$ 92	8.57	TRUE	TRUE	FALSE	TRUE
Toddler Swing	Toddler Swing Add-On Beam	One color choice (CMP)	1	$ 656					
ZZXX0258	Toddler Swing Add-On Beam		1	$ 495	45.2	TRUE	TRUE	TRUE	TRUE
ZZXX0325	INFANT SEAT W/ SILVER SHIELD CHAIN		1	$ 161	10.51	TRUE	TRUE	FALSE	TRUE
Swing-7T	7' Early Childhood T-Swing	POST=LEGS/CMP=TOP RAIL		$ 1,232					
ZZXX0290	7' EARLY CHILDHOOD T-SWING		1	$ 910	220.01	TRUE	TRUE	TRUE	TRUE
ZZXX0325	INFANT SEAT W/ SILVER SHIELD CHAIN		2	$ 161	10.51	TRUE	TRUE	FALSE	TRUE
Swing-500 TIRE	5" Tire Swing Unit	One color choice (PST)		$ 2,768					
ZZXX0302	5" OD ALUMINUM ARCH TIRE SWING		1	$ 2,768	253.57	TRUE	TRUE	FALSE	TRUE
Swing-500 Tire-ADD	5" Tire Swing Unit ADD-A-BAY	One color choice (PST)		$ 2,134					
ZZXX0303	5 In OD ALUMINUM ARCH TIRE SWING ADD-A-BAY		1	$ 2,134	199.96	TRUE	TRUE	FALSE	TRUE

Item Number	Surface Mount Swings		Weight	List Price					
ZZXX0120S	2-3/8" OD 2-UNIT STEEL ARCH SWING (REV TOP RAIL) (SM)		211.39	$ 1,332		TRUE	TRUE	TRUE	TRUE
ZZXX0121S	2-3/8" OD STEEL ARCH SWING ADD-A-BAY (REV TOP RAIL) (SM)		131.09	$ 666		TRUE	TRUE	TRUE	TRUE
ZZXX0288S	3-1/2" OD 2-UNIT STEEL ARCH SWING (SM)		268.77	$ 1,691		TRUE	TRUE	TRUE	TRUE
ZZXX0375S	3-1/2" OD STEEL ARCH SWING ADD-A-BAY (SM)		175.67	$ 1,117		TRUE	TRUE	TRUE	TRUE
ZZXX0287S	5" OD 2-UNIT ALUMINUM ARCH (SM)		190.09	$ 2,683		TRUE	TRUE	TRUE	TRUE
ZZXX0370S	5" OD ALUMINUM ARCH SWING (SM)		135.09	$ 1,703		TRUE	TRUE	TRUE	TRUE

Item Number	Description		Weight	List Price	Weight per Chain				
To 7' Rail									
ZZXX0324	BELT SEAT W/ SILVER SHIELD CHAIN		7.63	$ 88	1.67	TRUE	TRUE	FALSE	TRUE
ZZXX0325	INFANT SEAT W/ SILVER SHIELD CHAIN		10.51	$ 161	1.20	TRUE	TRUE	FALSE	TRUE
ZZXX0223	ACCESSBLE SWING SEAT		23.74	$ 736	1.90	TRUE	TRUE	FALSE	TRUE
					1.36				
To 8' Rail									
ZZXX0260	BELT SEAT W/SILVER SHIELD CHAIN		8.57	$ 92	2.14	TRUE	TRUE	FALSE	TRUE
ZZXX0325	INFANT SEAT W/SILVER SHIELD CHAIN		11.31	$ 165	1.6	TRUE	TRUE	FALSE	TRUE
ZZXX0224	ACCESSBLE SWING SEAT		25.46	$ 744	1.77	TRUE	TRUE	FALSE	TRUE
					2.35				
To 10' Rail									
ZZXX0261	BELT SEAT W/SILVER SHIELD CHAIN		10.21	$ 102	2.93	TRUE	TRUE	FALSE	TRUE
ZZXX0268	INFANT SEAT W/GALVANIZED		12.91	$ 178	2.4	TRUE	TRUE	FALSE	TRUE
ZZXX0225	ACCESSBLE SWING SEAT		28.64	$ 762	3.16	TRUE	TRUE	FALSE	TRUE

Item Number	Swing Seats-GALVANIZED ISO 43 CHAIN		Weight	List Price				
ZZXX0332	INFANT SEAT W/ISO 43 CHAIN TO 7 FT TOP RAIL		12.56	$ 208	TRUE	TRUE	TRUE	FALSE
ZZXX0333	INFANT SEAT W/ISO 43 CHAIN TO 8 FT TOP RAIL		14.04	$ 218	TRUE	TRUE	TRUE	FALSE
ZZXX0334	INFANT SEAT W/ISO 43 CHAIN TO 10 FT TOP RAIL		17.38	$ 245	TRUE	TRUE	TRUE	FALSE
ZZXX0329	BELT SEAT W/ISO 43 CHAIN TO 7 FT TOP RAIL		10.64	$ 143	TRUE	TRUE	TRUE	FALSE
ZZXX0330	BELT SEAT W/ISO 43 CHAIN TO 8 FT TOP RAIL		12.38	$ 155	TRUE	TRUE	TRUE	FALSE
ZZXX0331	BELT SEAT W/ISO 43 CHAIN TO 10 FT TOP RAIL		15.6	$ 182	TRUE	TRUE	TRUE	FALSE

Item Number	Swing Seats-STAINLESS STEEL CHAIN		Weight	List Price				
ZZXX0311	BELT SEAT W/ STAINLESS CHAIN TO 8FT TOP RAIL		33.65	$ 787	TRUE	TRUE	TRUE	TRUE
ZZXX0312	BELT SEAT W/ STAINLESS CHAIN TO 10FT TOP RAIL		36.85	$ 1,003	TRUE	TRUE	FALSE	TRUE
ZZXX0313	REINFORCED RUBBER SWING W/ STAINLESS CHAIN - 8FT TOP RA		15.5	$ 901	TRUE	TRUE	TRUE	TRUE
ZZXX0314	REINFORCED RUBBER SWING W/ STAINLESS CHAIN - 10FT TOP RAIL		18.5	$ 1,123	TRUE	TRUE	FALSE	TRUE
ZZXX0316	5IN OD ALUMINUM ARCH TIRE SWING W/ STAINLESS CHAIN - EN		254.32	$ 4,016	TRUE	TRUE	TRUE	TRUE
ZZXX0317	INFANT SWING W/ STAINLESS FOR 8FT TOP RAIL		13.76	$ 650	TRUE	TRUE	TRUE	TRUE
ZZXX0318	INFANT SWING W/ STAINLESS FOR 10FT TOP RAIL		17.38	$ 895	TRUE	TRUE	TRUE	TRUE

	Replacement Parts		Weight	List Price				
amc0005	AMC0005 - swing belt seat		3.7	$ 56.35				
amc0006	AMC0006 - swing infant seat		7.5	$ 168.70				
zzxx0126	ZZXX0126 - 2 3/8" Swing hanger		3.11	$ 61.00	TRUE	TRUE	TRUE	TRUE
zzxx0127	ZZXX0127 - 3 1/2" Swing hanger		4.67	$ 71.00	TRUE	TRUE	TRUE	TRUE
zzxx0161	ZZXX0161 - 5" Swing hanger		2.5	$ 78.00	TRUE	TRUE	TRUE	TRUE
zzxx0134	ZZXX0134 - Silver Shield chain - by the foot		0.4	$ 4.00	TRUE	TRUE	FALSE	TRUE
zzxx0221	ZZXX0221 - single anti-wrap swing hangers (2 3/8")		1.62	$ 130.00	TRUE	TRUE	TRUE	TRUE
aau0047	AAU0047-Swing Clevis		1 lbs	$ 37.35				

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Product Group	Model Name	Description	lbs	List Price
Basketball	10	42" H x 60" W, Heavy-Duty Perforated Steel, Powder Coated White	180	$838.00
Basketball	13	36" H x 54" W, 1/4" Heavy-Duty Solid Steel Fan, Powder Coated White	116	$313.00
Basketball	14	36" H x 54" W, 1/4" Heavy-Duty Solid Steel Fan, Hot-Dip Galvanized	125	$419.00
Basketball	18	39" H x 54" W, 1-1/2" Fiberglass White Fan Heavy Double Wall Construction - Orange Target and Perime	49	$671.00
Basketball	19	42" H x 60" W, Heavy-Duty all Aluminum Rectangle Powder Coated White	145	$849.00
Basketball	20	42" H x 72" W, 1-1/2" Fiberglass Rectangle White Heavy Double Wall Construction - Orange Target and	103	$988.00
Basketball	22	36" H x 54" W, Heavy-Duty Cast Aluminum, Fan, Powder Coated White	61	$480.00
Basketball	23	36" H x 54" W, Heavy-Duty, 1" Solid White Polyethylene Fan	70	$608.00
Basketball	24	42" H x 60" W, 1" Heavy-Duty Solid White Polyethylene Rectangle	160	$949.00
Basketball	25	48" H x 72" W, 12-Gauge Steel Rectangle Powder Coated White	170	$786.00
Basketball	26	42" H x 60" W, 1/4" Heavy-Duty Solid Steel Rectangle Powder Coated White	185	$581.00
Basketball	27	42" H x 54" W, Polycarbonate w/Aluminum Frame and White Target	135	$1,953.00
Basketball	28	Orange Basketball Target	0	$58.00
Basketball	29	Orange Target and Perimeter	0	$104.00
Basketball	30	36" H x 54" W, Heavy-Duty 1" Solid White Polyethylene Fan w/solid Poly Target	71	$747.00
Basketball	31	Heavy-Duty Double Rim with Universal Mount Plate & Chain Net	15	$138.00
Basketball	33	Chain Net	3	$19.00
Basketball	34	Super Nylon Net	1	$14.00
Basketball	35	Super Chain Net	4	$62.00
Basketball	36	Vinyl Cable Net	3	$39.00
Basketball	37	Extra Heavy-Duty Double Rim with Universal Mount Plate & Super Chain Net	28	$270.00
Basketball	38	Extra Heavy-Duty Double Rim with Universal Mount Plate & Chain Net	26	$227.00
Basketball	39	Extra Heavy-Duty Double Rim with Universal Mount Plate & Super Nylon Net	25	$219.00
Basketball	41	FLEX RIM - Breakaway Extra Heavy-Duty Double Rim with Universal Mount Plate & Super Nylon Net	29	$237.00
Basketball	44	Heavy-Duty Double Rim with Universal Mount Plate & Super Chain Net	18	$179.00
Basketball	45	Heavy-Duty Double Rim with Universal Mount Plate & Super Nylon Net	15	$135.00
Basketball	1590	6" Square Adjustable Basketball System	450	$2,833.00
Basketball	1511G	Dual Post 3-1/2" O.D. Dual Post, 4' offset Galvanized	280	$1,160.00
Basketball	1511P	Dual Post 3-1/2" O.D. Dual Post, 4' offset Powder Coated	280	$1,415.00
Basketball	1513G	Dual Post 3-1/2" O.D. Dual Post, 6' offset Galvanized	305	$1,185.00
Basketball	1513P	Dual Post 3-1/2" O.D. Dual Post, 6' offset Powder Coated	305	$1,445.00
Basketball	1514G	Back-To-Back Gooseneck Posts 4-1/2" O.D., 4' offset (no bracing) Galvanized	370	$879.00
Basketball	1514P	Back-To-Back Gooseneck Posts 4-1/2" O.D., 4' offset (no bracing) Powder Coated	370	$1,299.00
Basketball	1516G	Gooseneck Post 4-1/2", 4' Offset (No Bracing), Galvanized	178	$393.00
Basketball	1516P	Gooseneck Post 4-1/2" O.D., 4' offset (No Bracing), Powder Coated	178	$660.00
Basketball	1520G	Gooseneck Post 4-1/2" O.D., 5' Offset, Galvanized	195	$471.00
Basketball	1520P	Gooseneck Post 4-1/2" O.D., 5' offset, Powder Coated	195	$746.00
Basketball	1521G	Gooseneck Post 3-1/2" O.D., 4' Offset, Galvanized (will only accommodate #18, #22, #23 and #30 backb	135	$422.00
Basketball	1521P	Gooseneck Post 3-1/2" O.D., 4' offset, Powder Coated (will only accommodate #18, #22, #23, and #30	135	$692.00

PARK GRILLS



ACCESSIBLE GRILL –ASW Series (Catalog Page 85)

Single level Swivel Cooking Grate swivels 180 degrees with less than 5 lbs. of force and use of one hand, cooking surface is less than 34" high, reinforced firebox, full 360 degree rotation of firebox on theft proof base attachment, standard with B2 (3-1/2" O.D.) embedded Post Base

Model No.	Finish	Firebox Size (D x W x H)	Grate Qty.	Total Cooking Area (sq. in.)	Wt. (lbs.) -no shelf	Price
ASW-20 B2	high temp, non-toxic Black Enamel paint	15" x 20" x 6" (swivel side) - 10" (other side)	1	300	76	$134.00

Optional Shelf for ASW Series Accessible Grills

Model No.	Finish	Size (in.)	Wt. (lbs.)	Price
S6 Swivel Shelf	Black Enamel Paint	8 x 16	16	$53.00

Optional Base for ASW Series Accessible Grills

Model No.	Style	Wt. (lbs.)	Add to Grill Price
B18	Surface Mount Base Plate	14	$14.00



PREMIER PARK GRILLS –A, B, C, & D Series (Catalog Pages 86 & 87)

Infinitely Adjustable Cooking Grate, grate tips out of reinforced firebox, full 360 degree rotation of firebox on theft proof base attachment, standard with B2 (3-1/2" O.D.) embedded Post Base

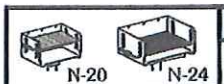
Model No.	Finish	Firebox Size (D x W x H)	Grate Qty.	Total Cooking Area (sq. in.)	Wt. (lbs.) -no shelf	Price
A-20 B2	high temp, non-toxic Black Enamel paint	16" x 20" x 8"	1	320	83	$182.00
B-24 B2	high temp, non-toxic Black Enamel paint	16" x 24" x 8"	1	384	91	$200.00
C2-36 B2	high temp, non-toxic Black Enamel paint	(2) 16" x 20" x 8"	2	640	145	$318.00
D2-48 B2	high temp, non-toxic Black Enamel paint	32" x 32-1/2" x 8"	2	1040	214	$469.00

Optional Shelves for Premier Park Grills

Model No.	Fits on	Finish	Size (in.)	Wt. (lbs.)	Price
S1	A-20, B-24, C2-36 (1 or 2)	Black Enamel Paint	7-1/8 x 9-5/8	4	$13.00
S2	D2-48 (1 or 2)		9 x 20	9	$19.00
S6 Swivel Shelf	A-20, B-24		8 x 16	16	$53.00

Optional Bases for Premier Park Grills

Model No.	Style	Fits on	Wt. (lbs.)	Add to Grill Price
B3	Surface Mount Base Plate	A-20, B-24, C2-36, D2-48	14	$16.00
B4	Portable Disc Base		27	$65.00
B14	Portable Caster Base		33	$122.00



MULTILEVEL GRILLS –N Series (Catalog Pages 88 & 89)

Four level adjustable Cooking Grate, reinforced firebox, full 360 degree rotation of firebox on theft proof base attachment, standard with B2 (3-1/2" O.D.) embedded Post Base except for NS-20 B6S which has a 2-3/8" O.D. stainless steel Post Base

Model No.	Finish	Firebox Size (D x W x H)	Grate Qty	Total Cooking Area (sq. in.)	Wt. (lbs.) -no shelf	Price
N-20 B2	high temp, non-toxic Black Enamel paint	15" x 20" x 10"	1	300	80	$163.00
N/G-20 B2G	Hot-Dip Galvanized box and post base, Black Enamel grate	15" x 20" x 10"	1	300	81	$216.00
NS-20 B6S	Stainless Steel box and post base, Black Enamel grate	15" x 20" x 10"	1	300	63	$355.00
N-24 B2	high temp, non-toxic Black Enamel paint	18" x 24" x 10"	1	432	108	$220.00
N/G-24 B2G	Hot-Dip Galvanized box and post base, Black Enamel grate	18" x 24" x 10"	1	432	109	$278.00

Optional Shelves for N Series Multilevel Grills

Model No.	Fits on	Finish	Size (in.)	Wt. (lbs.)	Price
S3	N-20, N-24	Black Enamel Paint	7 x 20	7	$15.00
S3/G	N/G-20, N/G-24	Hot-Dip Galvanized		8	$19.00
S3S	NS-20	Stainless Steel	7 x 19-1/4	7	$48.00
S6 Swivel Shelf	N-20, N/G-20, N-24, N/G-24	Black Enamel Paint	8 x 16	16	$53.00

Optional Bases for N Series Multilevel Grills

Model No.	Style	Fits on	Wt. (lbs.)	Add to Grill Price
B3	Surface Mount Base Plate	N-20, N/G-20, N-24, N/G-24	14	$16.00
B4	Portable Disc Base		27	$65.00

Other Options for N Series Multilevel Grills

Model No.	Fits on	Finish	Wt. (lbs.)	Price
Hot Plate Grate (/HP)	N-20, N/G-20	Black Enamel Paint	16	$32.00
Stainless Steel Grate (NSS)	NS-20	Stainless Steel	22	$144.00
Model GC/B-1 Grill Cover	N-20	Black Enamel Paint	15	$53.00
Model GC/G-1 Grill Cover	N/G-20, NS-20	Hot-Dip Galvanized	16	$75.00
Model GC/B-2 Grill Cover	N-24	Black Enamel Paint	20	$70.00
Model GC/G-2 Grill Cover	N/G-24	Hot-Dip Galvanized	21	$103.00

*See Pages 52 and 53 for optional Lumber species, material color options, and the character designators to specify those options in the Model Numbers.

SAFE SURF

P.O. Box 7316 Round Rock, TX 78683
Phone: 972-467-1031 Fax: 888-556-7873 E-mail: Laureng@safesurfinc.com

SafeTimber Pricing

4 foot black plastic timber. Fully adjustable in the field.

- $28.00 per timber (includes 1 stake) plus freight
- $654.00 per ramp (includes 9 stakes) plus freight

Timber Dimensions - 48"l x 4"w x 12"h
- Ramp Dimensions – 52" l x 44"w x 7h"

Fabric Pricing

1 roll = 2700 sq feet = $360.00
3/4 roll = 2025 sq feet = $324.00
2/3 roll = 1800 sq feet = $288.00
1/2 roll = 1350 sq feet = $216.00
1/3 roll = 900 sq feet = $144.00
1/4 roll = 675 sq feet = $108.00

Plus freight

SafeSurf Pricing

- Price Per Yard - $17.33

Hardwood Price Per Yard - $21.33

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
The Playwell Group, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description
The Playwell Group, Inc. [MWBE]	5% Discount Off The PlayWell Group pricelist for All Repair/Replacement Parts
The Playwell Group, Inc. [MWBE]	Installation of Signage Products ($2000.00 minimum)
The Playwell Group, Inc. [MWBE]	Installation of Playground Equipment ($2000.00 minimum)
The Playwell Group, Inc. [MWBE]	Installation of Park Buildings & Shelters ($2000.00 minimum)
The Playwell Group, Inc. [MWBE]	Installation of Bleachers & Seating Systems ($2000.00 minimum)
The Playwell Group, Inc. [MWBE]	8% Discount Off Wabash Valley MFG pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	8% Discount Off UrbanScapes pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	8% Discount Off Pilot Rock pricelist for Playground & Park Amenities

Extended Product Information

Reference Number: 423-13
Part Number: Catalog
Vendor Website: http://www.playwellgroup.com
Full Description: 8% Discount Off of Pilot Rock pricelist for Playground & Park Amenities

The Playwell Group, Inc. [MWBE]	5% Discount Off Zero Waste Solutions pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	5% Discount Off TerraSoft pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	5% Discount Off RTS Plastics pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	5% Discount Off Ramparts pricelist for Skate Parks
The Playwell Group, Inc. [MWBE]	5% Discount Off Playworld Systems pricelist for Playground Equipment

Extended Product Information

Reference Number: 423-13
Part Number: Catalog
Vendor Website: http://www.playwellgroup.com
Full Description: 5% Discount Off of Playworld Systems pricelist for Playground Equipment

The Playwell Group, Inc. [MWBE]	5% Discount Off Playworld pricelist for Signage & Marquees
The Playwell Group, Inc. [MWBE]	5% Discount Off Petersen Concrete & Steel pricelist for Playground & Park Amenities

The Playwell Group, Inc. [MWBE]	5% Discount Off petersen Concrete & Steel pricelist for Park Drinking Fountains
The Playwell Group, Inc. [MWBE]	5% Discount Off International Mulch pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	5% Discount Off Icon Shelter Systems pricelist for Park Buildings & Shelters
The Playwell Group, Inc. [MWBE]	5% Discount Off Haws pricelist for Park Drinking Fountains
The Playwell Group, Inc. [MWBE]	5% Discount Off Dyna Cushion pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	5% Discount Off Cre8Play pricelist for Playground Equipment
The Playwell Group, Inc. [MWBE]	5% Discount Off Concord Industries pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	5% Discount Off APS pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	12% Discount Off PW Athletics pricelist for Playground Sports Equipment

Extended Product Information

Reference Number: 423-13

Part Number: Catalog

Vendor Website: http://www.playwellgroup.com

Full Description: 12% Discount Off of PW Athletics pricelist for Playground Sports Equipment

The Playwell Group, Inc. [MWBE]	12% Discount Off PW Athletics pricelist for Outdoor Bleacher & Seating Systems

Showing 1 to 25 of 44 entries

First Previous 1 2 Next Last

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

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Search:

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Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

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Additional Resources

Show 25 results | Narrow Results:

Vendor	Description
The Playwell Group, Inc. [MWBE]	12% Discount Off PlayDesigns pricelist for Playground Equipment
The Playwell Group, Inc. [MWBE]	12% Discount Off Jensen pricelist for Playground Equipment
The Playwell Group, Inc. [MWBE]	10% Discount Off Zeager pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	10% Discount Off USA Shade - Sun Ports pricelist for Shade Canopies & Structures
The Playwell Group, Inc. [MWBE]	10% Discount Off Stern Williams pricelist for Park Drinking Fountains
The Playwell Group, Inc. [MWBE]	10% Discount Off Southwest Soils pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	10% Discount Off SofTile pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	10% Discount Off Shade System pricelist for Shade Canopies & Structures
The Playwell Group, Inc. [MWBE]	10% Discount Off SafeSurf pricelist for Playground Safety Surfacing

Extended Product Information

Reference Number: 423-13
Part Number: Catalog
Vendor Website: http://www.playwellgroup.com
Full Description: 10% Discount Off of SafeSurf pricelist for Playground Safety Surfacing

The Playwell Group, Inc. [MWBE]	10% Discount Off Paris Equipment pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	10% Discount Off Novus pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	10% Discount Off Freenotes Harmony Park pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	10% Discount Off Fibar pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	10% Discount Off Douglas pricelist for Playground Sports Equipment
The Playwell Group, Inc. [MWBE]	10% Discount Off Dog-On-It pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	10% Discount Off Bison pricelist for Playground Sports Equipment
The Playwell Group, Inc. [MWBE]	10% Discount Off Athletic Connection pricelist for Playground Sports Equipment
The Playwell Group, Inc. [MWBE]	10% Discount Off Angeles pricelist for Playground Equipment. (Price sheet is large file.)
The Playwell Group, Inc. [MWBE]	10% Discount Off Americana Building Products pricelist (10% to 15% discount) for Park Buildings & Shelters

Showing 26 to 44 of 44 entries

PlayWell

The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
800-560-9150 (fax)

QUOTATION

QUOTE # 3157

1/19/2016

RECEIVED
JAN 27 2016
URBAN COUNTY PROGRAM

BILL TO:

City of Edcouch
Accounts Payable
211 Southern Avenue
Edcouch, TX 78538

Phone: (956) 262-2140

SHIP TO:

City of Edcouch-Salazar Park
Pete
TBD
Edcouch, TX 78538

Phone: (956) 262-2140

CUST. PO #	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	DPL	HIDALGO	2/18/2016

ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
BUYBOARD	BUYBOARD CONTRACT #423-13 EXPIRES 9/30/2016			0.00	0.00
	PLAYWORLD				
FUN-1485	THE SPOT - PLAY FUNDAMENTALS	1	15000.00	14,250.00	14,250.00
ZZXX0038	WEAR MAT (36"X36"X1.5")	2	115.00	106.95	213.90
SHIP	SHIPPING AND HANDLING	1	2252.78	2,252.78	2,252.78
	PILOT ROCK				
N/G-24 B24 B2G S...	24" GALVANIZED GRILL/POST/SHELF - INGROUND MOUNT	2	297.00	273.24	546.48
UT/G-6AL/E	6' ALUMINUM PICNIC TABLE W/ACCESSIBLE END	2	616.00	566.72	1,133.44
SHIP	SHIPPING AND HANDLING	1	599.84	599.84	599.84
	SAFESURF				
FIBER SAFESURF	ENGINEERED WOOD FIBER	50	17.33	15.60	780.00
TIMBERS SAFESU...	BORDER TIMBERS	24	28.00	25.20	604.80
RAMP SAFESURF	ACCESS RAMP	1	654.00	588.60	588.60
SHIP	SHIPPING AND HANDLING	1	1357.05	1,357.05	1,357.05

QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages.
PLEASE REMIT YOUR DEPOSIT TO:

THE PLAYWELL GROUP, INC.
9430 SAN MATEO BLVD., NE, UNIT G
ALBUQUERQUE, NM 87113

Date 1-27-16 Signature

SUBTOTAL	$22,326.89
SALES TAX (0.0%)	$0.00
TOTAL	$22,326.89

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase.
Use additional forms as needed.

Name of Cooperative: Buyboard **Person Contacted:** Dan Libby

Purchase #1 **Vendor Name:** The PlayWell Group, Inc. **Contract No. :** 423-13 **Phone:** 800-726-1816

Quantity	Description of Items	List Price per Unit	Discount	Total Amount
1	The Spot – Play Fundamentals	$15,000.00	$14,250.00	$14,250.00
2	Wear Mat (36"x36"x1.5")	$115.00	$106.95	$213.90
1	Shipping and Handling	$2,252.78	$2,252.78	$2,252.78
	Pilot Rock			
2	24" Galvanized Grill/Post/Shelf – Inground Mount	$297.00	$273.24	$546.48
2	6" Aluminum Picnic Table W/ Accessible End	$616.00	$566.72	$1,133.44
1	Shipping and Handling	$599.84	$599.84	$599.84
	SAFESURF			
50	Engineered Wood Fiber	$17.33	$15.60	$780.00
24	Border Timbers	$28.00	$25.20	$604.80
1	Access Ramp	$654.00	$588.60	$588.60
1	Shipping and Handling	$1,357.05	$1,357.05	$1,357.05

TOTAL:	**$22,326.89**

Recommendation: Purchase for Salazar Park

Requested by: _____ Date 1-27-16 **UCP Approval:** _____ Date 1-28-16

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

The PlayWell Group, Inc.

Toll Free: (800)726-1816 Free Fax: (800)560-9150

Texas Corporate Office
4743 Iberia Ave., Suite C
Dallas, TX 75207

Arkansas Sales Office
6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office
5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office
Processing Center-Payments
9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS
Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT
Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least $10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS
MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT
Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX
Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS
All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS
All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS
No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION
All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

COLOR CHOICES
Be sure to specify color selections when ordering. Please sign attached Color Selection Form (if applicable).

INSTALLATION
Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING
All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: _____ **Purchase Order #:** _____

Signature: _____ **Date:** 1-27-16

PreDesign	FC12-710	DESIGN #6	$	16,232	1523 lbs	TRUE	FALSE	TRUE	TRUE
PreDesign	FC12-711	DESIGN #6	$	15,128	1415 lbs	TRUE	FALSE	TRUE	TRUE
PreDesign	FC12-712	DESIGN #7	$	21,312	2083 lbs	TRUE	FALSE	TRUE	TRUE
PreDesign	FC12-713	DESIGN #7	$	19,656	1921 lbs	TRUE	FALSE	TRUE	TRUE
PreDesign	FC12-714	DESIGN #8	$	24,890	2312 lbs	TRUE	FALSE	TRUE	TRUE
PreDesign	FC12-715	DESIGN #8	$	23,234	2150 lbs	TRUE	FALSE	TRUE	TRUE
PreDesign	FP-505	FIRSTPLAY DESIGN #1	$	2,539	110 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-505-FTD	FIRSTPLAY DESIGN #1-FTD	$	2,906	146 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-510	FIRSTPLAY DESIGN #2	$	3,303	172 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-510-FTD	FIRSTPLAY DESIGN #2-FTD	$	3,559	195 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-515	FIRSTPLAY DESIGN #3	$	3,031	140 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-515-FTD	FIRSTPLAY DESIGN #3-FTD	$	3,509	188 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-520	FIRSTPLAY DESIGN #4	$	3,913	202 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-520-FTD	FIRSTPLAY DESIGN #4-FTD	$	4,280	238 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-525	FIRSTPLAY DESIGN #5	$	4,258	191 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-525-FTD	FIRSTPLAY DESIGN #5-FTD	$	4,864	251 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-530	FIRSTPLAY DESIGN #6	$	5,140	254 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-530-FTD	FIRSTPLAY DESIGN #6-FTD	$	5,635	301 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-535	FIRSTPLAY DESIGN #7	$	7,392	366 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-535-FTD	FIRSTPLAY DESIGN #7-FTD	$	8,237	449 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-540	FIRSTPLAY DESIGN #8	$	6,738	330 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-540-FTD	FIRSTPLAY DESIGN #8-FTD	$	7,361	389 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FUN-1480	PLAYHOUSE	$	6,267	477 lbs	TRUE	TRUE	TRUE	TRUE
PreDesign	FUN-1481	CLUBHOUSE	$	8,513	794 lbs	TRUE	TRUE	TRUE	TRUE
PreDesign	FUN-1482	ROCKY HIDEOUT	$	13,765	1292 lbs	TRUE	TRUE	TRUE	TRUE
PreDesign	FUN-1483	AROUND & DOWN	$	17,963	1588 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1484	THE HUB	$	25,021	2218 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1485	THE SPOT	$	15,000	1432 lbs	TRUE	TRUE	FALSE	TRUE
PreDesign	FUN-1486	POWER JUNCTION	$	20,583	1817 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1487	RISE ABOVE	$	21,824	2144 lbs	TRUE	TRUE	FALSE	TRUE
PreDesign	FUN-1488	HUB JUNCTION	$	25,036	2301 lbs	TRUE	TRUE	FALSE	TRUE
PreDesign	FUN-1489	METRO STATION	$	28,447	2639 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1490	"C" OF ACTIVITY	$	13,129	1217 lbs	TRUE	TRUE	FALSE	TRUE
PreDesign	FUN-1491	COMPACT	$	15,106	1537 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1492	RAMP UP	$	18,553	1794 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1493	ACTIVY HUB	$	22,316	2359 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1494	TOWER O'FUN	$	25,863	2356 lbs	TRUE	FALSE	FALSE	TRUE

Category	Part Number	DESCRIPTION	List Price	Weight (lbs)	IPEMA Certified	CSA Certified	EN Certified	CPSC Certified
Origins	ZZBD0012	ORIGINS BENCH BOULDER	$ 5,911	1160.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0013	ORIGINS PICNIC BOULDER	$ 6,608	4600.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0014	ORIGINS TOWER BOULDER	$ 11,199	4640.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0015	ORIGINS RIDGE BOULDER	$ 15,887	7830.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0016	ORIGINS CASTLE BOULDER	$ 23,870	13920.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0018	1 FT MOD X	$ 1,195	9.88	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0019	ORIGINS BOULDER TIGHT ROPE	$ 660	9.35	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0020	ORIGINS BOULDER ROPE BRIDGE	$ 3,478	76.72	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0021	ORIGINS BOULDER TO GROUND NET CLIMBER	$ 3,856	67.41	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0027	ORIGINS ROCK LOG	$ 7,748	3300.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0030	ORIGINS HILL SLIDE BOULDER - ROCK ONLY	$ 3,656	1000.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0031	ORIGINS HILL SLIDE BOULDER SLITHER SLIDE ENTRANCE/EXIT	$ 1,312	91.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0031S	ORIGINS HILL SLIDE BOULDER SLITHER SLIDE ENTRANCE/EXIT (SM)	$ 1,270	81.88	TRUE	TRUE	TRUE	TRUE
Signs	ZZPD0195	PLAYDESIGN PLAYGROUND RULES RISK MANAGEMENT SIGN	$ 726	42.86	TRUE	TRUE	FALSE	TRUE
SandH2O	ZZPD3265	SAND STUDIO 6	$ 2,805	172.48	TRUE	FALSE	TRUE	TRUE
ThemedPlay	ZZPD3370	"STOP" SIGN WITH SIGN STAND	$ 121	8.95	TRUE	TRUE	FALSE	TRUE
ThemedPlay	ZZPD3380	"YIELD" SIGN WITH SIGN STAND	$ 116	8.95	TRUE	TRUE	FALSE	TRUE
ThemedPlay	ZZPD3390	"SPEED LIMIT" SIGN WITH SIGN STAND	$ 115	8.95	TRUE	TRUE	FALSE	TRUE
ThemedPlay	ZZPD3400	"HANDICAPPED" SIGN WITH SIGN STAND	$ 115	8.95	TRUE	TRUE	FALSE	TRUE
ThemedPlay	ZZPD3410	"SCHOOL ZONE" SIGN WITH SIGN STAND	$ 115	8.95	TRUE	TRUE	FALSE	TRUE
ToddlerTheme	ZZPD3450	TRAFFIC LIGHT	$ 510	22.39	TRUE	TRUE	FALSE	TRUE
FunCenters	ZZPD5061	INFANT FUN CENTER	$ 3,138	216.50	FALSE	FALSE	TRUE	FALSE
FunCenters	ZZPD5115	FUNCENTER A & B 36IN GLIDE SLIDE RETRO-FIT	$ 958	87.14	FALSE	FALSE	FALSE	FALSE
FunCenters	ZZPD5230	ANCHOR STAKE	$ 12	1.31	FALSE	FALSE	FALSE	FALSE
FunCenters	ZZPD5235	ANCHOR BOLT	$ 9	0.57	FALSE	FALSE	FALSE	FALSE
FirstPlay	ZZPD5236	FIRSTPLAY INFANT FUN CENTER	$ 2,470	141.42	TRUE	TRUE	TRUE	TRUE
FreeStandClimb	ZZXX0019	PLAYWEB - MEDIUM UNIT	$ 19,995	869.29	TRUE	TRUE	TRUE	TRUE
FreeStandClimb	ZZXX0020	PLAYWEB - LARGE UNIT	$ 27,995	1124.79	TRUE	TRUE	TRUE	TRUE
FreeStandClimb	ZZXX0022	PLAYWEB - IN GROUND MOUNT KIT	$ 120	21.39	TRUE	TRUE	FALSE	FALSE
FreeStandClimb	ZZXX0023	PLAYWEB BASE MOUNT KIT	$ 331	107.49	TRUE	TRUE	FALSE	FALSE
FreeStandClimb	ZZXX0031	PLAYWEB 8ft CRITICAL FALL HEIGHT SURFACE MOUNT KIT	$ 150	38.44	TRUE	TRUE	FALSE	FALSE
FreeStandClimb	ZZXX0034	PLAYWEB 10ft CRITICAL FALL HEIGHT SURFACE MOUNT KIT	$ 152	39.10	TRUE	TRUE	FALSE	FALSE
Surfacing	ZZXX0038	WEAR MAT (36in x 36in x 1.5in)	$ 115	55.01	FALSE	FALSE	FALSE	FALSE
FreeStandClimb	ZZXX0040	MEDIUM PLAYWEB FOR ROPE BRIDGE	$ 20,973	856.76	TRUE	TRUE	TRUE	TRUE
FreeStandClimb	ZZXX0041	LARGE PLAYWEB FOR ROPE BRIDGE	$ 29,651	1107.41	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0043	WHIRLIGIG	$ 1,821	148.25	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0044	BING BOING	$ 2,566	275.30	TRUE	TRUE	TRUE	TRUE
CustomPlaygrnd	ZZXX0050	PLAYGROUND SAFETY AUDIT KIT	$ 263	4.41	FALSE	FALSE	FALSE	FALSE
Origins	ZZXX0059	RAPTOR ROCK HEAD	$ 807	429.01	TRUE	TRUE	TRUE	TRUE
Origins	ZZXX0060	RAPTOR ROCK TAIL	$ 807	410.01	TRUE	TRUE	TRUE	TRUE
Origins	ZZXX0061	FOSSIL JAM	$ 538	121.01	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0065	SPIN CUP	$ 662	57.21	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0065S	SPIN CUP (SURFACE MOUNT)	$ 590	43.72	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0066	SKY SURFER	$ 3,700	221.98	TRUE	TRUE	TRUE	TRUE
SandH2O	ZZXX0067	COVER FOR 4ft x 8ft SANDBOX	$ 274	1.33	FALSE	FALSE	FALSE	FALSE
Fitness	ZZXX0069	ENERGI STATION #1 STATIC & DYNAMIC STRETCHES	$ 4,120	418.72	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0069S	ENERGI STATION #1 STATIC & DYNAMIC STRETCHES (SURF MOUNT)	$ 3,941	389.60	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0090	ENERGI STATION #2 PULLING,BACK ANGLE BAR & HURDLE	$ 3,317	306.79	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0090S	ENERGI STATION #2 PULLING,BACK ANGLE BAR & HURDLE (SURF MNT)	$ 3,418	302.98	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0091	ENERGI STATION #3 SQUAT, DIP, PUSH-UP & BALANCE EXERCISES	$ 2,904	242.60	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0091S	ENERGI STATION #3 SQUAT, DIP, PUSH-UP & BALANCE (SURF MNT)	$ 2,847	227.47	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0092	ENERGI STATION #4 POWER & AGILITY STEP EXERCISES	$ 2,756	206.98	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0092S	ENERGI STATION #4 POWER & AGILITY STEP (SURF MOUNT)	$ 2,803	171.34	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0093	ENERGI STATION #5 CORE, TORSO & BALANCE DISC EXERCISES	$ 3,363	200.81	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0093S	ENERGI STATION #5 CORE, TORSO & BALANCE DISC (SURF MOUNT)	$ 3,207	179.88	FALSE	FALSE	TRUE	FALSE
Electronics	ZZXX0113	FREE-STANDING RHYTHM SPINNER PANEL	$ 3,995	73.70	TRUE	TRUE	TRUE	TRUE
Electronics	ZZXX0113S	FREE-STANDING RHYTHM SPINNER PANEL	$ 3,995	61.60	TRUE	TRUE	TRUE	TRUE
Fitness	ZZXX0117	ENERGI STANDARD WELCOME SIGN	$ 1,057	43.52	FALSE	FALSE	TRUE	FALSE

PARK GRILLS



ACCESSIBLE GRILL –ASW Series (Catalog Page 85)

Single level Swivel Cooking Grate swivels 180 degrees with less than 5 lbs. of force and use of one hand, cooking surface is less than 34" high, reinforced firebox, full 360 degree rotation of firebox on theft proof base attachment, standard with B2 (3-1/2" O.D.) embedded Post Base

Model No.	Finish	Firebox Size (D x W x H)	Grate Qty.	Total Cooking Area (sq. in.)	Wt. (lbs.) -no shelf	Price
ASW-20 B2	high temp, non-toxic Black Enamel paint	15" x 20" x 6" (swivel side) - 10" (other side)	1	300	76	$134.00

Optional Shelf for ASW Series Accessible Grills

Model No.	Finish	Size (in.)	Wt. (lbs.)	Price
S6 Swivel Shelf	Black Enamel Paint	8 x 16	16	$53.00

Optional Base for ASW Series Accessible Grills

Model No.	Style	Wt. (lbs.)	Add to Grill Price
B18	Surface Mount Base Plate	14	$14.00



PREMIER PARK GRILLS –A, B, C, & D Series (Catalog Pages 86 & 87)

Infinitely Adjustable Cooking Grate, grate tips out of reinforced firebox, full 360 degree rotation of firebox on theft proof base attachment, standard with B2 (3-1/2" O.D.) embedded Post Base

Model No.	Finish	Firebox Size (D x W x H)	Grate Qty.	Total Cooking Area (sq. in.)	Wt. (lbs.) -no shelf	Price
A-20 B2	high temp, non-toxic Black Enamel paint	16" x 20" x 8"	1	320	83	$182.00
B-24 B2	high temp, non-toxic Black Enamel paint	16" x 24" x 8"	1	384	91	$200.00
C2-36 B2	high temp, non-toxic Black Enamel paint	(2) 16" x 20" x 8"	2	640	145	$318.00
D2-48 B2	high temp, non-toxic Black Enamel paint	32" x 32-1/2" x 8"	2	1040	214	$469.00

Optional Shelves for Premier Park Grills

Model No.	Fits on	Finish	Size (in.)	Wt. (lbs.)	Price
S1	A-20, B-24, C2-36 (1 or 2)	Black Enamel Paint	7-1/8 x 9-5/8	4	$13.00
S2	D2-48 (1 or 2)		9 x 20	9	$19.00
S6 Swivel Shelf	A-20, B-24		8 x 16	16	$53.00

Optional Bases for Premier Park Grills

Model No.	Style	Fits on	Wt. (lbs.)	Add to Grill Price
B3	Surface Mount Base Plate	A-20, B-24, C2-36, D2-48	14	$16.00
B4	Portable Disc Base		27	$65.00
B14	Portable Caster Base		33	$122.00



MULTILEVEL GRILLS –N Series (Catalog Pages 88 & 89)

Four level adjustable Cooking Grate, reinforced firebox, full 360 degree rotation of firebox on theft proof base attachment, standard with B2 (3-1/2" O.D.) embedded Post Base except for NS-20 B6S which has a 2-3/8" O.D. stainless steel Post Base

Model No.	Finish	Firebox Size (D x W x H)	Grate Qty	Total Cooking Area (sq. in.)	Wt. (lbs.) -no shelf	Price
N-20 B2	high temp, non-toxic Black Enamel paint	15" x 20" x 10"	1	300	80	$163.00
N/G-20 B2G	Hot-Dip Galvanized box and post base, Black Enamel grate	15" x 20" x 10"	1	300	81	$216.00
NS-20 B6S	Stainless Steel box and post base, Black Enamel grate	15" x 20" x 10"	1	300	63	$355.00
N-24 B2	high temp, non-toxic Black Enamel paint	18" x 24" x 10"	1	432	108	$220.00
N/G-24 B2G	Hot-Dip Galvanized box and post base, Black Enamel grate	18" x 24" x 10"	1	432	109	$278.00

Optional Shelves for N Series Multilevel Grills

Model No.	Fits on	Finish	Size (in.)	Wt. (lbs.)	Price
S3	N-20, N-24	Black Enamel Paint	7 x 20	7	$15.00
S3/G	N/G-20, N/G-24	Hot-Dip Galvanized		8	$19.00
S3S	NS-20	Stainless Steel	7 x 19-1/4	7	$48.00
S6 Swivel Shelf	N-20, N/G-20, N-24, N/G-24	Black Enamel Paint	8 x 16	16	$53.00

Optional Bases for N Series Multilevel Grills

Model No.	Style	Fits on	Wt. (lbs.)	Add to Grill Price
B3	Surface Mount Base Plate	N-20, N/G-20, N-24, N/G-24	14	$16.00
B4	Portable Disc Base		27	$65.00

Other Options for N Series Multilevel Grills

Model No.	Fits on	Finish	Wt. (lbs.)	Price
Hot Plate Grate (/HP)	N-20, N/G-20	Black Enamel Paint	16	$32.00
Stainless Steel Grate (NSS)	NS-20	Stainless Steel	22	$144.00
Model GC/B-1 Grill Cover	N-20	Black Enamel Paint	15	$53.00
Model GC/G-1 Grill Cover	N/G-20, NS-20	Hot-Dip Galvanized	16	$75.00
Model GC/B-2 Grill Cover	N-24	Black Enamel Paint	20	$70.00
Model GC/G-2 Grill Cover	N/G-24	Hot-Dip Galvanized	21	$103.00

*See Pages 52 and 53 for optional Lumber species, material color options, and the character designators to specify those options in the Model Numbers.

EXTRA HEAVY DUTY TABLE –XT Series

(Catalog Page 27)

2-3/8" O.D. steel pipe frames (2.375" O.D., 11 ga. wall, 2" I.D. nom. pipe specifications), 2" x 2" x 3/16" structural steel top and seat angles, 1-5/16" O.D. steel pipe diagonal braces, portable.



Snow Load Table – see Page 19

Powder Coated Frames, Black standard *(/CB) Model No.	Hot-Dip Galvanized Frames (/G) Model No.	Length (ft.)	Material	Wt. (lbs.)	Price
XT/CB-6UP	XT/G-6UP	6	*Untreated #1 Southern Yellow Pine	218	$321.00
XT/CB-8UP	XT/G-8UP	8		258	$360.00
XT/CB-10UP	XT/G-10UP	10		347	$501.00
XT/CB-12UP	XT/G-12UP	12		388	$539.00
XT/CB-6TP	XT/G-6TP	6	*Treated #1 Southern Yellow Pine	218	$328.00
XT/CB-8TP	XT/G-8TP	8		258	$369.00
XT/CB-10TP	XT/G-10TP	10		347	$512.00
XT/CB-12TP	XT/G-12TP	12		388	$552.00
XT/CB-6AL	XT/G-6AL	6	Clear Anodized Aluminum	163	$566.00
XT/CB-8AL	XT/G-8AL	8		184	$686.00
XT/CB-10AL	XT/G-10AL	10		254	$909.00
XT/CB-12AL	XT/G-12AL	12		277	$1,029.00
XT/CB-6AR	XT/G-6AR	6	*Red Powder Coated Aluminum	163	$566.00
XT/CB-8AR	XT/G-8AR	8		184	$686.00
XT/CB-10AR	XT/G-10AR	10		254	$909.00
XT/CB-12AR	XT/G-12AR	12		277	$1,029.00
XT/CB-6PC	XT/G-6PC	6	*Cedar colored Recycled Plastic	302	$577.00
XT/CB-8PC	XT/G-8PC	8		368	$696.00
XT4/CB-10PC	XT4/G-10PC	10, 4 Frames		428	$932.00
XT/CB-6VW	XT/G-6VW	6	*Brown V-Type Thermo-plastic Coated Expanded Steel	288	$821.00
XT/CB-8VW	XT/G-8VW	8		358	$980.00
XT/CB-10VW	XT/G-10VW	10		466	$1,307.00
XT/CB-6DW	XT/G-6DW	6	*Brown D-Type Thermo-plastic Coated Expanded Steel	245	$693.00
XT/CB-8DW	XT/G-8DW	8		280	$787.00
XT/CB-10DW	XT/G-10DW	10		378	$1,009.00
XT/CB-6HW	XT/G-6HW	6	*Brown H-Type Thermo-plastic Coated Perforated Steel	304	$833.00
XT/CB-8HW	XT/G-8HW	8		365	$1,027.00
XT/CB-10HW	XT/G-10HW	10		476	$1,421.00
XT/CB-6RW	XT/G-6RW	6	*Brown R-Type Thermo-plastic Coated Perforated Steel	260	$779.00
XT/CB-8RW	XT/G-8RW	8		306	$835.00
XT/CB-10RW	XT/G-10RW	10		382	$1,113.00
XT/CB-6SC/TW	XT/G-6SC/TW	6	*Brown Thermo-plastic Coated Formed Steel Channel	270	$797.00
XT/CB-8SC/TW	XT/G-8SC/TW	8		310	$904.00

END ACCESSIBLE TABLE –UT Series

(Catalog Page 28)

1-5/8" O.D. steel pipe frames (1.66" O.D., 11 ga. wall, 1-1/4" I.D. nom. pipe specifications), 2" x 2" x 3/16" structural steel top and seat angles, 1-5/16" O.D. steel pipe diagonal braces, portable. ADA wheelchair accessible clearances provided. Top extended 2 ft. at the end with diagonal brace and channel support. Extended 2 ft. one end (/E) or 2 ft. on both ends (/EE).



Powder Coated Frames, Black standard *(/CB) Model No.	Hot-Dip Galvanized Frames (/G) Model No.	Length (ft.)	Material	Wt. (lbs.)	Price
UT/CB-6UP/E	UT/G-6UP/E	Top 8, Seats 6	*Untreated #1 Southern Yellow Pine	221	$323.00
UT/CB-6UP/EE	UT/G-6UP/EE	Top 10, Seats 6		251	$369.00
UT/CB-8UP/E	UT/G-8UP/E	Top 10, Seats 8		261	$361.00
UT/CB-6TP/E	UT/G-6TP/E	Top 8, Seats 6	*Treated #1 Southern Yellow Pine	221	$330.00
UT/CB-6TP/EE	UT/G-6TP/EE	Top 10, Seats 6		251	$378.00
UT/CB-8TP/E	UT/G-8TP/E	Top 10, Seats 8		261	$371.00
UT/CB-6AL/E	UT/G-6AL/E	Top 8, Seats 6	Clear Anodized Aluminum	154	$616.00
UT/CB-6AL/EE	UT/G-6AL/EE	Top 10, Seats 6		173	$711.00
UT/CB-8AL/E	UT/G-8AL/E	Top 10, Seats 8		176	$736.00
UT/CB-6AR/E	UT/G-6AR/E	Top 8, Seats 6	*Red Powder Coated Aluminum	154	$616.00
UT/CB-6AR/EE	UT/G-6AR/EE	Top 10, Seats 6		173	$711.00
UT/CB-8AR/E	UT/G-8AR/E	Top 10, Seats 8		176	$736.00
UT/CB-6PC/E	UT/G-6PC/E	Top 8, Seats 6	*Cedar colored Recycled Plastic	320	$625.00
UT/CB-8PC/E	UT/G-8PC/E	Top 10, Seats 8		357	$767.00
UT/CB-6DW/E	UT/G-6DW/E	Top 8, Seats 6	*Brown D-Type Expanded Steel	234	$715.00
UT/CB-6RW/E	UT/G-6RW/E	Top 8, Seats 6	*Brown R-Type Perforated Steel	254	$791.00
UT/CB-6SC/TW/E	UT/G-6SC/TW/E	Top 8, Seats 6	*Brown Formed Steel Channel	264	$808.00

*See Pages 52 and 53 for optional Lumber species, material color options, and the character designators to specify those options in the Model Numbers.

SAFE SURF

P.O. Box 7316 Round Rock, TX 78683
Phone: 972-467-1031 Fax: 888-556-7873 E-mail: Laureng@safesurfinc.com

SafeTimber Pricing

4 foot black plastic timber. Fully adjustable in the field.

$28.00 per timber (includes 1 stake) plus freight
$654.00 per ramp (includes 9 stakes) plus freight

Timber Dimensions - 48"l x 4"w x 12"h
Ramp Dimensions – 52" l x 44"w x 7h"

Fabric Pricing

1 roll = 2700 sq feet = $360.00
3/4 roll = 2025 sq feet = $324.00
2/3 roll = 1800 sq feet = $288.00
1/2 roll = 1350 sq feet = $216.00
1/3 roll = 900 sq feet = $144.00
1/4 roll = 675 sq feet = $108.00

Plus freight

SafeSurf Pricing

Price Per Yard - $17.33

Hardwood Price Per Yard - $21.33

Phone: 800-695-2919
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Vendor	Description
The Playwell Group, Inc. [MWBE]	5% Discount Off The PlayWell Group pricelist for All Repair/Replacement Parts
The Playwell Group, Inc. [MWBE]	Installation of Signage Products ($2000.00 minimum)
The Playwell Group, Inc. [MWBE]	Installation of Playground Equipment ($2000.00 minimum)
The Playwell Group, Inc. [MWBE]	Installation of Park Buildings & Shelters ($2000.00 minimum)
The Playwell Group, Inc. [MWBE]	Installation of Bleachers & Seating Systems ($2000.00 minimum)
The Playwell Group, Inc. [MWBE]	8% Discount Off Wabash Valley MFG pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	8% Discount Off UrbanScapes pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	8% Discount Off Pilot Rock pricelist for Playground & Park Amenities

Extended Product Information

Reference Number: 423-13
Part Number: Catalog
Vendor Website: http://www.playwellgroup.com
Full Description: 8% Discount Off of Pilot Rock pricelist for Playground & Park Amenities

The Playwell Group, Inc. [MWBE]	5% Discount Off Zero Waste Solutions pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	5% Discount Off TerraSoft pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	5% Discount Off RTS Plastics pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	5% Discount Off Ramparts pricelist for Skate Parks
The Playwell Group, Inc. [MWBE]	5% Discount Off Playworld Systems pricelist for Playground Equipment

Extended Product Information

Reference Number: 423-13
Part Number: Catalog
Vendor Website: http://www.playwellgroup.com
Full Description: 5% Discount Off of Playworld Systems pricelist for Playground Equipment

The Playwell Group, Inc. [MWBE]	5% Discount Off Playworld pricelist for Signage & Marquees
The Playwell Group, Inc. [MWBE]	5% Discount Off Petersen Concrete & Steel pricelist for Playground & Park Amenities

Reference Number: 423-13

Part Number: Catalog

Vendor Website: http://www.playwellgroup.com

Full Description: 5% Discount Off of Playworld Systems pricelist for Playground Equipment

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The Playwell Group, Inc. [MWBE]	5% Discount Off Playworld pricelist for Signage & Marquees
The Playwell Group, Inc. [MWBE]	5% Discount Off Petersen Concrete & Steel pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	5% Discount Off petersen Concrete & Steel pricelist for Park Drinking Fountains
The Playwell Group, Inc. [MWBE]	5% Discount Off International Mulch pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	5% Discount Off Icon Shelter Systems pricelist for Park Buildings & Shelters
The Playwell Group, Inc. [MWBE]	5% Discount Off Haws pricelist for Park Drinking Fountains
The Playwell Group, Inc. [MWBE]	5% Discount Off Dyna Cushion pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	5% Discount Off Cre8Play pricelist for Playground Equipment
The Playwell Group, Inc. [MWBE]	5% Discount Off Concord Industries pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	5% Discount Off APS pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	12% Discount Off PW Athletics pricelist for Playground Sports Equipment
The Playwell Group, Inc. [MWBE]	12% Discount Off PW Athletics pricelist for Outdoor Bleacher & Seating Systems

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The Playwell Group, Inc. [MWBE]	12% Discount Off PlayDesigns pricelist for Playground Equipment
The Playwell Group, Inc. [MWBE]	12% Discount Off Jensen pricelist for Playground Equipment
The Playwell Group, Inc. [MWBE]	10% Discount Off Zeager pricelist for Playground Safety Surfacing
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The Playwell Group, Inc. [MWBE]	10% Discount Off Southwest Soils pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	10% Discount Off SofTile pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	10% Discount Off Shade System pricelist for Shade Canopies & Structures
The Playwell Group, Inc. [MWBE]	10% Discount Off SafeSurf pricelist for Playground Safety Surfacing

Extended Product Information

Reference Number: 423-13
Part Number: Catalog
Vendor Website: http://www.playwellgroup.com
Full Description: 10% Discount Off of SafeSurf pricelist for Playground Safety Surfacing

The Playwell Group, Inc. [MWBE]	10% Discount Off Paris Equipment pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	10% Discount Off Novus pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	10% Discount Off Freenotes Harmony Park pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	10% Discount Off Fibar pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	10% Discount Off Douglas pricelist for Playground Sports Equipment
The Playwell Group, Inc. [MWBE]	10% Discount Off Dog-On-It pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	10% Discount Off Bison pricelist for Playground Sports Equipment
The Playwell Group, Inc. [MWBE]	10% Discount Off Athletic Connection pricelist for Playground Sports Equipment
The Playwell Group, Inc. [MWBE]	10% Discount Off Angeles pricelist for Playground Equipment. (Price sheet is large file.)
The Playwell Group, Inc. [MWBE]	10% Discount Off Americana Building Products pricelist (10% to 15% discount) for Park Buildings & Shelters

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PlayWell

The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Texas, New Mexico, Oklahoma, and Arkansas since 1988

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QUOTATION

QUOTE # 3158

1/19/2016

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URBAN COUNTY PROGRAM

BILL TO:

City of Edcouch
Accounts Payable
211 Southern Avenue
Edcouch, TX 78538

Phone: (956) 262-2140

SHIP TO:

City of Edcouch-SGT Rodriguez Park
Pete
TBD
Edcouch, TX 78538

Phone: (956) 262-2140

CUST. PO #	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	DPL	HIDALGO	2/18/2016

ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
BUYBOARD	BUYBOARD CONTRACT #423-13 EXPIRES 9/30/2016			0.00	0.00
	PLAYWORLD				
FUN-1485	THE SPOT - PLAY FUNDAMENTALS	1	15000.00	14,250.00	14,250.00
ZZXX0038	WEAR MAT (36'"X36"X1.5")	2	115.00	106.95	213.90
SHIP	SHIPPING AND HANDLING	1	2252.78	2,252.78	2,252.78
	PILOT ROCK				
N/G-24 B24 B2G S...	24" GALVANIZED GRILL/POST/SHELF - INGROUND MOUNT	2	297.00	273.24	546.48
SHIP	SHIPPING AND HANDLING	1	309.78	309.78	309.78
	SAFESURF				
FIBER SAFESURF	ENGINEERED WOOD FIBER	50	17.33	15.60	780.00
TIMBERS SAFESU...	BORDER TIMBERS	24	28.00	25.20	604.80
RAMP SAFESURF	ACCESS RAMP	1	654.00	588.60	588.60
SHIP	SHIPPING AND HANDLING	1	1357.05	1,357.05	1,357.05

RECEIVED
JAN 27 2016
URBAN COUNTY PROGRAM

QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages.
PLEASE REMIT YOUR DEPOSIT TO:

THE PLAYWELL GROUP, INC.
9430 SAN MATEO BLVD., NE, UNIT G
ALBUQUERQUE, NM 87113

Date 1-27-16 Signature

SUBTOTAL	$20,903.39
SALES TAX (0.0%)	$0.00
TOTAL	$20,903.39

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase.
Use additional forms as needed.

Name of Cooperative: Buyboard **Person Contacted:** Dan Libby

Purchase #1 **Vendor Name:** The PlayWell Group, Inc. **Contract No. :** 423-13 **Phone:** 800-726-1816

Quantity	Description of Items	List Price per Unit	Discount	Total Amount
1	The Spot – Play Fundamentals	$15,000.00	$14,250.00	$14,250.00
2	Wear Mat (36"x36"x1.5")	$115.00	$106.95	$213.90
1	Shipping and Handling	$2,252.78	$2,252.78	$2,252.78
	Pilot Rock			
2	24" Galvanized Grill/Post/Shelf – Inground Mount	$297.00	$273.24	$546.48
1	Shipping and Handling	$309.78	$309.78	$309.78
	SAFESURF			
50	Engineered Wood Fiber	$17.33	$15.60	$780.00
24	Border Timbers	$28.00	$25.20	$604.80
1	Access Ramp	$654.00	$588.60	$588.60
1	Shipping and Handling	$1,357.05	$1,357.05	$1,357.05

RECEIVED
JAN 27 2016
URBAN COUNTY PROGRAM

TOTAL:	**$20,903.39**

Recommendation: Purchase for Sgt. Rodriguez Park

Requested by: _____ Date 1-27-16 **UCP Approval:** _____ Date 1-28-16

REVSED JUNE 2009

The PlayWell Group, Inc.

Toll Free: (800)726-1816 Free Fax: (800)560-9150

Texas Corporate Office
4743 Iberia Ave., Suite C
Dallas, TX 75207

Arkansas Sales Office
6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office
5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office
Processing Center-Payments
9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS
Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT
Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least $10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS
MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT
Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX
Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS
All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS
All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS
No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION
All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

COLOR CHOICES
Be sure to specify color selections when ordering. Please sign attached Color Selection Form (if applicable).

INSTALLATION
Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING
All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: _____ **Purchase Order #:** _____

Signature: _____ **Date:** 1-27-16

PreDesign	FC12-710	DESIGN #6	$	16,232	1523 lbs	TRUE	FALSE	TRUE	TRUE
PreDesign	FC12-711	DESIGN #6	$	15,128	1415 lbs	TRUE	FALSE	TRUE	TRUE
PreDesign	FC12-712	DESIGN #7	$	21,312	2083 lbs	TRUE	FALSE	TRUE	TRUE
PreDesign	FC12-713	DESIGN #7	$	19,656	1921 lbs	TRUE	FALSE	TRUE	TRUE
PreDesign	FC12-714	DESIGN #8	$	24,890	2312 lbs	TRUE	FALSE	TRUE	TRUE
PreDesign	FC12-715	DESIGN #8	$	23,234	2150 lbs	TRUE	FALSE	TRUE	TRUE
PreDesign	FP-505	FIRSTPLAY DESIGN #1	$	2,539	110 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-505-FTD	FIRSTPLAY DESIGN #1-FTD	$	2,906	146 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-510	FIRSTPLAY DESIGN #2	$	3,303	172 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-510-FTD	FIRSTPLAY DESIGN #2-FTD	$	3,559	195 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-515	FIRSTPLAY DESIGN #3	$	3,031	140 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-515-FTD	FIRSTPLAY DESIGN #3-FTD	$	3,509	188 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-520	FIRSTPLAY DESIGN #4	$	3,913	202 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-520-FTD	FIRSTPLAY DESIGN #4-FTD	$	4,280	238 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-525	FIRSTPLAY DESIGN #5	$	4,258	191 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-525-FTD	FIRSTPLAY DESIGN #5-FTD	$	4,864	251 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-530	FIRSTPLAY DESIGN #6	$	5,140	254 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-530-FTD	FIRSTPLAY DESIGN #6-FTD	$	5,635	301 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-535	FIRSTPLAY DESIGN #7	$	7,392	366 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-535-FTD	FIRSTPLAY DESIGN #7-FTD	$	8,237	449 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-540	FIRSTPLAY DESIGN #8	$	6,738	330 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FP-540-FTD	FIRSTPLAY DESIGN #8-FTD	$	7,361	389 lbs	FALSE	FALSE	FALSE	FALSE
PreDesign	FUN-1480	PLAYHOUSE	$	6,267	477 lbs	TRUE	TRUE	TRUE	TRUE
PreDesign	FUN-1481	CLUBHOUSE	$	8,513	794 lbs	TRUE	TRUE	TRUE	TRUE
PreDesign	FUN-1482	ROCKY HIDEOUT	$	13,765	1292 lbs	TRUE	TRUE	TRUE	TRUE
PreDesign	FUN-1483	AROUND & DOWN	$	17,963	1588 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1484	THE HUB	$	25,021	2218 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1485	THE SPOT	$	15,000	1432 lbs	TRUE	TRUE	FALSE	TRUE
PreDesign	FUN-1486	POWER JUNCTION	$	20,583	1817 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1487	RISE ABOVE	$	21,824	2144 lbs	TRUE	TRUE	FALSE	TRUE
PreDesign	FUN-1488	HUB JUNCTION	$	25,036	2301 lbs	TRUE	TRUE	FALSE	TRUE
PreDesign	FUN-1489	METRO STATION	$	28,447	2639 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1490	"C" OF ACTIVITY	$	13,129	1217 lbs	TRUE	TRUE	FALSE	TRUE
PreDesign	FUN-1491	COMPACT	$	15,106	1537 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1492	RAMP UP	$	18,553	1794 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1493	ACTIVY HUB	$	22,316	2359 lbs	TRUE	FALSE	FALSE	TRUE
PreDesign	FUN-1494	TOWER O'FUN	$	25,863	2356 lbs	TRUE	FALSE	FALSE	TRUE

Category	Part Number	DESCRIPTION	List Price	Weight (lbs)	IPEMA Certified	CSA Certified	EN Certified	CPSC Certified
Origins	ZZBD0012	ORIGINS BENCH BOULDER	$ 1,911	1160.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0013	ORIGINS PICNIC BOULDER	$ 6,603	4690.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0014	ORIGINS TOWER BOULDER	$ 11,199	4640.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0015	ORIGINS RIDGE BOULDER	$ 15,837	7830.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0016	ORIGINS CASTLE BOULDER	$ 23,870	13920.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0018	1 FT MOD X	$ 1,195	9.99	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0019	ORIGINS BOULDER TIGHT ROPE	$ 660	9.35	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0020	ORIGINS BOULDER ROPE BRIDGE	$ 3,478	76.72	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0021	ORIGINS BOULDER TO GROUND NET CLIMBER	$ 3,856	67.41	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0027	ORIGINS ROCK LOG	$ 2,748	3300.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0030	ORIGINS HILL SLIDE BOULDER - ROCK ONLY	$ 3,656	1001.00	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0031	ORIGINS HILL SLIDE BOULDER SLITHER SLIDE ENTRANCE/EXIT	$ 1,312	91.02	TRUE	TRUE	TRUE	TRUE
Origins	ZZBD0031S	ORIGINS HILL SLIDE BOULDER SLITHER SLIDE ENTRANCE/EXIT (SM)	$ 1,270	81.88	TRUE	TRUE	TRUE	TRUE
Signs	ZZPD0195	PLAYDESIGN PLAYGROUND RULES RISK MANAGEMENT SIGN	$ 726	42.86	TRUE	TRUE	FALSE	TRUE
SandKDO	ZZPD3265	SAND STUDIO 6	$ 2,805	172.48	TRUE	FALSE	TRUE	TRUE
ThemedPlay	ZZPD3370	"STOP" SIGN WITH SIGN STAND	$ 121	8.95	TRUE	TRUE	FALSE	TRUE
ThemedPlay	ZZPD3380	"YIELD" SIGN WITH SIGN STAND	$ 116	8.95	TRUE	TRUE	FALSE	TRUE
ThemedPlay	ZZPD3390	"SPEED LIMIT" SIGN WITH SIGN STAND	$ 115	8.95	TRUE	TRUE	FALSE	TRUE
ThemedPlay	ZZPD3400	"HANDICAPPED" SIGN WITH SIGN STAND	$ 115	8.95	TRUE	TRUE	FALSE	TRUE
ThemedPlay	ZZPD3410	"SCHOOL ZONE" SIGN WITH SIGN STAND	$ 115	8.95	TRUE	TRUE	FALSE	TRUE
ToddlerTheme	ZZPD3450	TRAFFIC LIGHT	$ 510	22.39	TRUE	TRUE	FALSE	TRUE
FunCenters	ZZPD5051	INFANT FUN CENTER	$ 3,138	216.50	FALSE	FALSE	TRUE	FALSE
FunCenters	ZZPD5115	FUNCENTER A & B 36IN GLIDE SLIDE RETRO-FIT	$ 993	87.14	FALSE	FALSE	FALSE	FALSE
FunCenters	ZZPD5230	ANCHOR STAKE	$ 12	1.31	FALSE	FALSE	FALSE	FALSE
FunCenters	ZZPD5235	ANCHOR BOLT	$ 9	0.57	FALSE	FALSE	FALSE	FALSE
FirstPlay	ZZPD5236	FIRSTPLAY INFANT FUN CENTER	$ 2,470	141.40	TRUE	TRUE	TRUE	TRUE
FreeStandClimb	ZZXX0019	PLAYWEB - MEDIUM UNIT	$ 19,995	869.29	TRUE	TRUE	TRUE	TRUE
FreeStandClimb	ZZXX0020	PLAYWEB - LARGE UNIT	$ 27,995	1124.79	TRUE	TRUE	TRUE	TRUE
FreeStandClimb	ZZXX0022	PLAYWEB - IN GROUND MOUNT KIT	$ 120	21.39	TRUE	TRUE	FALSE	FALSE
FreeStandClimb	ZZXX0023	PLAYWEB BASE MOUNT KIT	$ 331	107.48	TRUE	TRUE	FALSE	FALSE
FreeStandClimb	ZZXX0031	PLAYWEB 6ft CRITICAL FALL HEIGHT SURFACE MOUNT KIT	$ 150	38.41	TRUE	TRUE	FALSE	FALSE
FreeStandClimb	ZZXX0034	PLAYWEB 10ft CRITICAL FALL HEIGHT SURFACE MOUNT KIT	$ 152	39.10	TRUE	TRUE	FALSE	FALSE
Surfacing	ZZXX0038	WEAR MAT (36in x 36in x 1.5in)	$ 115	55.01	FALSE	FALSE	FALSE	FALSE
FreeStandClimb	ZZXX0040	MEDIUM PLAYWEB FOR ROPE BRIDGE	$ 20,973	856.78	TRUE	TRUE	TRUE	TRUE
FreeStandClimb	ZZXX0041	LARGE PLAYWEB FOR ROPE BRIDGE	$ 29,651	1107.41	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0043	WHIRLIGIG	$ 1,821	148.29	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0044	BING BOING	$ 2,566	275.30	TRUE	TRUE	TRUE	TRUE
CustomPlaygrnd	ZZXX0060	PLAYGROUND SAFETY AUDIT KIT	$ 263	4.41	FALSE	FALSE	FALSE	FALSE
Origins	ZZXX0059	RAPTOR ROCK HEAD	$ 807	429.01	TRUE	TRUE	TRUE	TRUE
Origins	ZZXX0060	RAPTOR ROCK TAIL	$ 807	410.01	TRUE	TRUE	TRUE	TRUE
Origins	ZZXX0061	FOSSIL JAM	$ 538	121.01	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0065	SPIN CUP	$ 662	57.21	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0065S	SPIN CUP (SURFACE MOUNT)	$ 590	43.72	TRUE	TRUE	TRUE	TRUE
SkillOther	ZZXX0066	SKY SURFER	$ 3,700	221.98	TRUE	TRUE	TRUE	TRUE
SandKDO	ZZXX0067	COVER FOR 4ft x 8ft SANDBOX	$ 274	1.33	FALSE	FALSE	FALSE	FALSE
Fitness	ZZXX0089	ENERGI STATION #1 STATIC & DYNAMIC STRETCHES	$ 4,120	418.73	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0089S	ENERGI STATION #1 STATIC & DYNAMIC STRETCHES (SURF MOUNT)	$ 3,911	389.60	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0090	ENERGI STATION #2 PULLING,BACK ANGLE BAR & HURDLE	$ 3,317	306.79	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0090S	ENERGI STATION #2 PULLING,BACK ANGLE BAR & HURDLE (SURF MNT)	$ 3,418	302.95	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0091	ENERGI STATION #3 SQUAT, DIP, PUSH-UP & BALANCE EXERCISES	$ 2,904	249.60	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0091S	ENERGI STATION #3 SQUAT, DIP, PUSH-UP & BALANCE (SURF MNT)	$ 2,847	227.47	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0092	ENERGI STATION #4 POWER & AGILITY STEP EXERCISES	$ 2,756	205.98	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0092S	ENERGI STATION #4 POWER & AGILITY STEP (SURF MOUNT)	$ 2,803	171.34	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0093	ENERGI STATION #5 CORE, TORSO & BALANCE DISC EXERCISES	$ 3,363	200.83	FALSE	FALSE	TRUE	FALSE
Fitness	ZZXX0093S	ENERGI STATION #5 CORE, TORSO & BALANCE DISC (SURF MOUNT)	$ 3,207	179.89	FALSE	FALSE	TRUE	FALSE
Electronics	ZZXX0113	FREE-STANDING RHYTHM SPINNER PANEL	$ 3,995	73.70	TRUE	TRUE	TRUE	TRUE
Electronics	ZZXX0113S	FREE-STANDING RHYTHM SPINNER PANEL	$ 3,995	61.60	TRUE	TRUE	TRUE	TRUE
Fitness	ZZXX0117	ENERGI STANDARD WELCOME SIGN	$ 1,057	43.52	FALSE	FALSE	TRUE	FALSE

PARK GRILLS



ACCESSIBLE GRILL - ASW Series (Catalog Page 85)

Single level Swivel Cooking Grate swivels 180 degrees with less than 5 lbs. of force and use of one hand, cooking surface is less than 34" high, reinforced firebox, full 360 degree rotation of firebox on theft proof base attachment, standard with B2 (3-1/2" O.D.) embedded Post Base

Model No.	Finish	Firebox Size (D x W x H)	Grate Qty.	Total Cooking Area (sq. in.)	Wt. (lbs.) -no shelf	Price
ASW-20 B2	high temp, non-toxic Black Enamel paint	15" x 20" x 6" (swivel side) - 10" (other side)	1	300	76	$134.00

Optional Shelf for ASW Series Accessible Grills				
Model No.	Finish	Size (in.)	Wt. (lbs.)	Price
S6 Swivel Shelf	Black Enamel Paint	8 x 16	16	$53.00

Optional Base for ASW Series Accessible Grills			Add to Grill Price
Model No.	Style	Wt. (lbs.)	
B18	Surface Mount Base Plate	14	$14.00



PREMIER PARK GRILLS - A, B, C, & D Series (Catalog Pages 86 & 87)

Infinitely Adjustable Cooking Grate, grate tips out of reinforced firebox, full 360 degree rotation of firebox on theft proof base attachment, standard with B2 (3-1/2" O.D.) embedded Post Base

Model No.	Finish	Firebox Size (D x W x H)	Grate Qty.	Total Cooking Area (sq. in.)	Wt. (lbs.) -no shelf	Price
A-20 B2	high temp, non-toxic Black Enamel paint	16" x 20" x 8"	1	320	83	$182.00
B-24 B2	high temp, non-toxic Black Enamel paint	16" x 24" x 8"	1	384	91	$200.00
C2-36 B2	high temp, non-toxic Black Enamel paint	(2) 16" x 20" x 8"	2	640	145	$318.00
D2-48 B2	high temp, non-toxic Black Enamel paint	32" x 32-1/2" x 8"	2	1040	214	$469.00

Optional Shelves for Premier Park Grills					
Model No.	Fits on	Finish	Size (in.)	Wt. (lbs.)	Price
S1	A-20, B-24, C2-36 (1 or 2)	Black Enamel Paint	7-1/8 x 9-5/8	4	$13.00
S2	D2-48 (1 or 2)		9 x 20	9	$19.00
S6 Swivel Shelf	A-20, B-24		8 x 16	16	$53.00

Optional Bases for Premier Park Grills				Add to Grill Price
Model No.	Style	Fits on	Wt. (lbs.)	
B3	Surface Mount Base Plate	A-20, B-24, C2-36, D2-48	14	$16.00
B4	Portable Disc Base		27	$65.00
B14	Portable Caster Base	C2-36, D2-48	33	$122.00



MULTILEVEL GRILLS - N Series (Catalog Pages 88 & 89)

Four level adjustable Cooking Grate, reinforced firebox, full 360 degree rotation of firebox on theft proof base attachment, standard with B2 (3-1/2" O.D.) embedded Post Base except for NS-20 B6S which has a 2-3/8" O.D. stainless steel Post Base

Model No.	Finish	Firebox Size (D x W x H)	Grate Qty	Total Cooking Area (sq. in.)	Wt. (lbs.) -no shelf	Price
N-20 B2	high temp, non-toxic Black Enamel paint	15" x 20" x 10"	1	300	80	$163.00
N/G-20 B2G	Hot-Dip Galvanized box and post base, Black Enamel grate	15" x 20" x 10"	1	300	81	$216.00
NS-20 B6S	Stainless Steel box and post base, Black Enamel grate	15" x 20" x 10"	1	300	63	$355.00
N-24 B2	high temp, non-toxic Black Enamel paint	18" x 24" x 10"	1	432	108	$220.00
N/G-24 B2G	Hot-Dip Galvanized box and post base, Black Enamel grate	18" x 24" x 10"	1	432	109	$278.00

Optional Shelves for N Series Multilevel Grills					
Model No.	Fits on	Finish	Size (in.)	Wt. (lbs.)	Price
S3	N-20, N-24	Black Enamel Paint	7 x 20	7	$15.00
S3/G	N/G-20, N/G-24	Hot-Dip Galvanized		8	$19.00
S3S	NS-20	Stainless Steel	7 x 19-1/4	7	$48.00
S6 Swivel Shelf	N-20, N/G-20, N-24, N/G-24	Black Enamel Paint	8 x 16	16	$53.00

Optional Bases for N Series Multilevel Grills				Add to Grill Price
Model No.	Style	Fits on	Wt. (lbs.)	
B3	Surface Mount Base Plate	N-20, N/G-20, N-24, N/G-24	14	$16.00
B4	Portable Disc Base		27	$65.00

Other Options for N Series Multilevel Grills				
Model No.	Fits on	Finish	Wt. (lbs.)	Price
Hot Plate Grate (/HP)	N-20, N/G-20	Black Enamel Paint	16	$32.00
Stainless Steel Grate (NSS)	NS-20	Stainless Steel	22	$144.00
Model GC/B-1 Grill Cover	N-20	Black Enamel Paint	15	$53.00
Model GC/G-1 Grill Cover	N/G-20, NS-20	Hot-Dip Galvanized	16	$75.00
Model GC/B-2 Grill Cover	N-24	Black Enamel Paint	20	$70.00
Model GC/G-2 Grill Cover	N/G-24	Hot-Dip Galvanized	21	$103.00

*See Pages 52 and 53 for optional Lumber species, material color options, and the character designators to specify those options in the Model Numbers.

P.O. Box 7316 Round Rock, TX 78683
Phone: 972-467-1031 Fax: 888-556-7873 E-mail: Laureng@safesurfinc.com

SafeTimber Pricing

4 foot black plastic timber. Fully adjustable in the field.

$28.00 per timber (includes 1 stake) plus freight
$654.00 per ramp (includes 9 stakes) plus freight

Timber Dimensions - 48"l x 4"w x 12"h
Ramp Dimensions – 52" l x 44"w x 7h"

Fabric Pricing

1 roll = 2700 sq feet = $360.00
3/4 roll = 2025 sq feet = $324.00
2/3 roll = 1800 sq feet = $288.00
1/2 roll = 1350 sq feet = $216.00
1/3 roll = 900 sq feet = $144.00
1/4 roll = 675 sq feet = $108.00

Plus freight

SafeSurf Pricing

Price Per Yard - $17.33

Hardwood Price Per Yard - $21.33

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
The Playwell Group, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description
The Playwell Group, Inc. [MWBE]	5% Discount Off The PlayWell Group pricelist for All Repair/Replacement Parts
The Playwell Group, Inc. [MWBE]	Installation of Signage Products ($2000.00 minimum)
The Playwell Group, Inc. [MWBE]	Installation of Playground Equipment ($2000.00 minimum)
The Playwell Group, Inc. [MWBE]	Installation of Park Buildings & Shelters ($2000.00 minimum)
The Playwell Group, Inc. [MWBE]	Installation of Bleachers & Seating Systems ($2000.00 minimum)
The Playwell Group, Inc. [MWBE]	8% Discount Off Wabash Valley MFG pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	8% Discount Off UrbanScapes pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	8% Discount Off Pilot Rock pricelist for Playground & Park Amenities

Extended Product Information

Reference Number: 423-13
Part Number: Catalog
Vendor Website: http://www.playwellgroup.com
Full Description: 8% Discount Off of Pilot Rock pricelist for Playground & Park Amenities

The Playwell Group, Inc. [MWBE]	5% Discount Off Zero Waste Solutions pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	5% Discount Off TerraSoft pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	5% Discount Off RTS Plastics pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	5% Discount Off Ramparts pricelist for Skate Parks
The Playwell Group, Inc. [MWBE]	5% Discount Off Playworld Systems pricelist for Playground Equipment

Extended Product Information

Reference Number: 423-13
Part Number: Catalog
Vendor Website: http://www.playwellgroup.com
Full Description: 5% Discount Off of Playworld Systems pricelist for Playground Equipment

The Playwell Group, Inc. [MWBE]	5% Discount Off Playworld pricelist for Signage & Marquees
The Playwell Group, Inc. [MWBE]	5% Discount Off Petersen Concrete & Steel pricelist for Playground & Park Amenities

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
The Playwell Group, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results Narrow Results:

Vendor	Description
The Playwell Group, Inc. [MWBE]	12% Discount Off PlayDesigns pricelist for Playground Equipment
The Playwell Group, Inc. [MWBE]	12% Discount Off Jensen pricelist for Playground Equipment
The Playwell Group, Inc. [MWBE]	10% Discount Off Zeager pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	10% Discount Off USA Shade - Sun Ports pricelist for Shade Canopies & Structures
The Playwell Group, Inc. [MWBE]	10% Discount Off Stern Williams pricelist for Park Drinking Fountains
The Playwell Group, Inc. [MWBE]	10% Discount Off Southwest Soils pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	10% Discount Off SofTile pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	10% Discount Off Shade System pricelist for Shade Canopies & Structures
The Playwell Group, Inc. [MWBE]	10% Discount Off SafeSurf pricelist for Playground Safety Surfacing

Extended Product Information

Reference Number: 423-13
Part Number: Catalog
Vendor Website: http://www.playwellgroup.com
Full Description: 10% Discount Off of SafeSurf pricelist for Playground Safety Surfacing

The Playwell Group, Inc. [MWBE]	10% Discount Off Paris Equipment pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	10% Discount Off Novus pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	10% Discount Off Freenotes Harmony Park pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	10% Discount Off Fibar pricelist for Playground Safety Surfacing
The Playwell Group, Inc. [MWBE]	10% Discount Off Douglas pricelist for Playground Sports Equipment
The Playwell Group, Inc. [MWBE]	10% Discount Off Dog-On-It pricelist for Playground & Park Amenities
The Playwell Group, Inc. [MWBE]	10% Discount Off Bison pricelist for Playground Sports Equipment
The Playwell Group, Inc. [MWBE]	10% Discount Off Athletic Connection pricelist for Playground Sports Equipment
The Playwell Group, Inc. [MWBE]	10% Discount Off Angeles pricelist for Playground Equipment. (Price sheet is large file.)
The Playwell Group, Inc. [MWBE]	10% Discount Off Americana Building Products pricelist (10% to 15% discount) for Park Buildings & Shelters

Showing 26 to 44 of 44 entries

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

Vendor Contract Information

Back

Search:

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Refine Your Search:

Vendors
The Playwell Group, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Vendor Name:	The Playwell Group, Inc.
Address:	4743 Iberia Avenue, Ste C Dallas, TX 75207
Phone Number:	(800) 726-1816
Email:	claudia@playwellgroup.com
Website:	http://www.playwellgroup.com
Federal ID:	75-2658108
Contact:	Claudia Wolosz
Accepts RFQs:	Yes
Minority Owned Vendor:	Yes
Women Owned Vendor:	Yes
Contract Name:	Parks & Recreation Equipment, Field Lighting Products & Installation
Contract#:	423-13
Effective Date:	10/01/2013
Expiration Date:	09/30/2016
Payment Terms:	Net 30 days
Delivery Days:	75
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Arkansas, New Mexico, Oklahoma, Texas
Quote Reference Number:	423-13
Return Policy:	30 days if not installed, subject to restocking fee

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

AI-53188 Urban County 16. C.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct's No. 1, No. 2, No. 3 and No. 4 proposed substantial budget and program amendments for Fiscal Years 26, 27, & 28 (2013, 2014 & 2015) original work plans. The proposed amendments will delete and/or decrease several public services (subrecipients) under each precinct, due to non acceptance of grant funding and the reallocation of funds into existing activities. The amendments will also create activities and include a new scope of work for Fire Station/Equipment, Rehab Housing - Single Unit Residential and Public Facility and Improvements (San Juan Youth Center) for Precinct No. 2.

2. Requesting approval of a budget and program amendment for Hidalgo County Precinct's No. 1, No. 2, No. 3 and No. 4, for Fiscal Years 26, 27, & 28 (2013, 2014 & 2015) original work plans.

BACKGROUND

A Public Hearing will be held on February 3, 2016 at 9:30 A.M. and citizen participation requirements will be met. Hidalgo County Precinct's No. 1, No. 2, No. 3 and No. 4 proposed budget and program amendments for Fiscal Years 26, 27, & 28 (2013, 2014 & 2015) original work plans:

Precinct No. 1

FY 28 (2015)
Delete - Senior Services – Foster Grandparent Program activity by $8,000.00, Public Service (General) LUPE activity by $10,355.00, decrease - Public Service (General) Girl Scouts activity by $3,475.00, due to non acceptance of grant funding. Delete - Park Recreational Facility activity by $20,000.00 and increase - Street Improvements funds by $41,830.00.

Precinct No. 2

Year 26 (2013)
Decrease -Street Improvements funds by $49,424.17, create - Fire Station/Equipment line item in the amount of $49,424.17 and add the following scope of work: the purchase and delivery of a brush truck for the City of Hidalgo Volunteer Fire Department.

Year 27 (2014)

Delete - Street Improvements line item by $353,025.99, create a Public Facility & Improvements line item in the amount of $313,653.16, add the following scope of work: the construction of a new youth center located within the City of San Juan, to include but not limited to related appurtenances such as professional engineering services, material testing fees and the purchase of materials as they relate to project completion. Create a Fire Station/Equipment line item in the amount of $39,372.83 and add the following scope of work: the purchase and delivery of a brush truck for the City of Hidalgo Volunteer Fire Department.

Year 28 (2015)
Delete Public Service (General) LUPE activity by $9,698.00, Senior Services – Foster Grandparent Program activity by $3,500.00, Public Service (General) Arise South Tower activity by $10,000.00, and Public Service (General) Proyecto Azteca activity by $10,000.00, due to non acceptance of grant funding. The amendment will also create a Rehab: Housing – Single Unit Residential Activity in the amount of $33,198.00 and add the following scope of work: Funds shall be utilized for small home repairs for qualified individuals in the Precinct 2 jurisdiction.

Precinct No. 3

Year 28 (2015)
Delete - Public Service (General) LUPE activity by $10,750.00, decrease the Public Service (General) Girl Scouts activity by $1,940.00, due to non acceptance of grant funding and increase the Street Improvements activity by $12,690.00.

Precinct No. 4

Year 28 (2015)
Delete - Public Service (General) LUPE activity by $4,500.00, decrease the Public Service (General) Girl Scouts activity by $2,610.00, due to non acceptance of grant funding, and increase the Park, Recreational Facility activity by $7,110.00.

Fiscal Impact

Attachments
Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 03:36 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Sandra Regalado Started On: 01/28/2016 04:36 PM
Final Approval Date: 01/29/2016

PUBLIC HEARING NOTICE

County of Hidalgo
Urban County Program

Date of Publication: Tuesday, January 26, 2016

Original Notice called for a Public Hearing to be held on Tuesday, February 2, 2016 at 9:30 a.m., regarding the proposed Substantial Budget and Program Amendments for Precinct No. 1, Precinct No. 2, Precinct No. 3 and Precinct No. 4 within the County of Hidalgo for their Urban County Program funding years 26, 27 & 28 (2013, 2014 & 2015) utilizing their original work plans.

Take notice that the Public Hearing scheduled for Tuesday, February 2, 2016 at 9:30 a.m. has been rescheduled for ***Wednesday, February 3, 2016 at 9:30 a.m.*** at the Hidalgo County Commissioners' Court Room located at 100 E. Cano, First Floor, Edinburg, TX 78539.

Accommodations for individuals with handicap shall be provided upon request.

For more information or you would like to submit written comments, please contact:

Hidalgo County – Urban County Program
Diana R. Serna, Director
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
(956) 787-8127

AVISO DE AUDIENCIA PÚBLICA

CONDADO DE HIDALGO
PROGRAMA URBANO DEL CONDADO DE HIDALGO

Fecha de publicación: martes dia 26 de enero 2016

Aviso original llamado a una audiencia pública que se llevara a cabo el martes 2 de febrero a las 9:30 a.m., al respecto de propuestas substancial de Presupuesto y Enmiendas del Programa para Precinto No. 1 Precinto No. 2, Precinto No. 3 y Precinto No. 4 dentro del Condado de Hidalgo de sus fondos del Programa Urbano del Condado de sus años de financiamiento 26, 27 y 28 (2013, 2014 y 2015) utilizando el plan de sus trabajos originales.

Tomar el aviso que la audiencia pública programada para el ***Miércoles, 3 de febrero 2016 a las 9:30 a.m.*** en la Corte de Comisionados del Condado ubicado en el 100 E. Cano, First Floor (primer piso), Edinburg, Texas 78539.

Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Para obtener más información, por favor venga a la oficina del Programa Urbano del Condado de Hidalgo o llame al (956) 787-8127. Los comentarios escritos pueden enviarse a:

Programa Urbano del Condado de Hidalgo
Directora Diana R. Serna
427 E. Duranta Ave. Suite 107
Alamo, TX 78516
(956) 787-8127

PUBLIC HEARING NOTICE
HIDALGO COUNTY
URBAN COUNTY PROGRAM

Publication Date: Thursday, December 31, 2015

BUDGET AND PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, Precinct No. 1, Precinct No. 2, Precinct No. 3 and Precinct No. 4 within Hidalgo County will conduct a Public Hearing to solicit input from interested parties on the Precincts proposed Substantial Budget and Program Amendments to their Urban County Program funding Years 26, 27 & 28 (2013, 2014 & 2015) utilizing their original work plans.

The Public Hearing will be held on Tuesday, February 2, 2016 at 9:30 a.m. Hidalgo County Commissioners' Court Room located at **100 E. Cano, First Floor, Edinburg, Texas 78539.**

The following is the proposed Budget and Program Amendments for your consideration:

Precinct No. 1

Existing Work Plan	Urban County Year 28 (2015)	Proposed Work Plan
$ 8,000.00	Senior Services – Foster Grandparent Program (-$8,000.00)	$ 0.00
$ 10,355.00	Public Service (General) LUPE (-$10,355.00)	$ 0.00
$ 20,000.00	Park Recreational Facility (-$20,000.00)	$ 0.00
$ 4,000.00	Public Service (General) Girl Scouts (-$3,475.00)	$ 525.00
$250,786.00	Street Improvements (+$41,830.00)	$292,616.00
$293,141.00	**TOTAL**	**$293,141.00**

The proposed amendment will **delete** the following line items Senior Services – Foster Grandparent Program in the amount of $8,000.00, Public Service (General) LUPE in the amount of $10,355.00 and **decrease** the Public Service (General) Girl Scouts in the amount of $3,475.00, due to non acceptance of grant funding. The amendment will also **delete** the Park Recreational Facility activity in the amount of $20,000.00 and **increase** the Street Improvements funds by $41,830.00.

Precinct No. 2

Existing Budget	Urban County Year 26 (2013)	Proposed Budget
$361,946.82	Street Improvements (-$49,424.17)	$312,522.65
$ 0.00	Fire Station/Equipment (Hidalgo) (+$49,424.17)	$ 49,424.17
$361,946.82	**TOTAL**	**$361,946.82**

The proposed amendment will **decrease** the Street Improvements funds by $49,424.17, **create** a Fire Station/Equipment line item in the amount of $49,424.17 and **add** the following scope of work: the purchase and delivery of a brush truck for the City of Hidalgo Volunteer Fire Department.

Existing Budget	Urban County Year 27 (2014)	Proposed Budget
$353,025.99	Street Improvements (-$353,025.99)	$0.00
$ 0.00	Pubic Facility & Improvements (+$313,653.16)	$313,653.16
$ 0.00	Fire Station/Equipment (Hidalgo) (+$39,372.83)	$ 39,372.83
$353,025.99	**TOTAL**	**$353,025.99**

The proposed amendment will **delete** the Street Improvements line item by $353,025.99, **create** a Public Facility & Improvements line item in the amount of $313,653.16, **add** the following scope of work: the construction of a new youth center located within the City of San Juan, to include but not limited to related appurtenances such as professional engineering services, material testing fees and the purchase of materials as they relate to project completion; **create** a Fire Station/Equipment line item in the amount of $39,372.83 and **add** the following scope of work: the purchase and delivery of a brush truck for the City of Hidalgo Volunteer Fire Department.

Existing Work Plan	Urban County Year 28 (2015)	Proposed Work Plan
$ 9,698.00	Public Service (General) LUPE (-$9,698.00)	$ 0.00
$ 3,500.00	Senior Services – Foster Grandparent Program (-$3,500.00)	$ 0.00
$10,000.00	Public Service (General) Arise South Tower (-$10,000.00)	$ 0.00
$10,000.00	Public Service (General) Proyecto Azteca (-$10,000.00)	$ 0.00
$ 0.00	Rehab: Single – Unit Residential (+$33,198.00)	$ 33,198.00
$ 33,198.00	**TOTAL**	**$ 33,198.00**

The proposed amendment will **delete** the following line items Public Service (General) LUPE in the amount of $9,698.00, Senior Services – Foster Grandparent Program in the amount of $3,500.00, Public Service (General) Arise South Tower in the amount of $10,000.00, and Public Service (General) Proyecto Azteca in the amount of $10,000.00, due to non acceptance of grant funding. The amendment will also **create** a Rehab: Housing – Single Unit Residential Activity in the amount of $33,198.00 and **add** the following scope of work: Funds shall be utilized for small home repairs for qualified individuals in the Precinct 2 jurisdiction.

Precinct No. 3

Existing Work Plan	Urban County Year 28 (2015)	Proposed Work Plan
$ 10,750.00	Public Service (General) LUPE (-$10,750.00)	$ 0.00
$ 2,750.00	Public Service (General) Girl Scouts (-$1,940.00)	$ 810.00
$251,627.00	Street Improvements (+$12,690.00)	$264,317.00
$265,127.00	**Total:**	**$265,127.00**

The proposed amendment will **delete** the following line item Public Service (General) LUPE in the amount of $10,750.00, **decrease** the Public Service (General) Girl Scouts in the amount of $1,940.00, due to non acceptance of grant funding and **increase** the Street Improvement line item in the amount of $12,690.00.

Precinct No. 4

Existing Work Plan	Urban County Year 28 (2015)	Proposed Work Plan
$ 4,500.00	Public Service (General) LUPE (-$4,500.00)	$ 0.00
$ 3,000.00	Public Service (General) Girl Scouts (-$2,610.00)	$ 390.00
$205,311.00	Park, Recreational Facility (+7,110.00)	$212,421.00
$212,811.00	**Total:**	**$212,811.00**

The proposed amendment will **delete** the following line item Public Service (General) LUPE in the amount of $4,500.00, **decrease** the Public Service (General) Girl Scouts in the amount of $2,610, due to non acceptance of grant funding and **increase** the Park, Recreational Facility line item in the amount of $7,110.00.

Accommodations for individuals with handicaps shall be provided upon request.

For more information or you would like to submit written comments, please contact:

Hidalgo County - Urban County Program
Diana R. Serna, Director
427 E. Duranta Ave. Suite 107
Alamo, TX 78516
(956) 787-8127

AVISO DE AUDIENCIA PÚBLICA
CONDADO DE HIDALGO
PROGRAMA URBANO DEL CONDADO DE HIDALGO

Fecha de publicación: jueves dia 31 de deciembre 2015

PRESUPUESTOS Y ENMIENDAS DEL PROGRAMA

En conformidad con los requisitos del Programa de Desarrollo Comunitario Concesión de Bloque (CDBG), Precinto No. 1 Precinto No. 2, Precinto No. 3 y Precinto No. 4 dentro del Condado de Hidalgo llevará a cabo una audiencia pública para solicitar la opinión de las interesadas en los Precintos propuestos sustancial de Presupuesto y Enmiendas del Programa de sus fondos del Programa Urbano del Condado de sus años de financiamiento 26, 27 y 28 (2013, 2014 y 2015) utilizando el plan de sus trabajos originales.

La audiencia pública se llevará a cabo el Martes, 2 de febrero 2016 a las 9:30 a.m. en la Corte de Comisionados del Condado ubicado en el **100 E. Cano, First Floor (primer piso), Edinburg, Texas 78539**.

Las siguientes son las enmiendas propuestas de presupuesto y programa para su consideración:

Precincto No. 1

Presupuesto Existente	**Condado Urbano Año 28 (2015)**	**Propuesta de Presupuesto**
$ 8,000.00	Servicios para Personas Mayores -Foster Grandparent Program (-$8,000.00)	$ 0.00
$ 10,355.00	Servicio Público (General) LUPE (-$10,355.00)	$ 0.00
$ 20,000.00	Parques, Instalaciones Recreativas (-$20,000.00)	$ 0.00
$ 4,000.00	Servicio Público (General) Girl Scouts (-$3,475.00)	$ 525.00
$250,786.00	Mejoras de Calles (+$41,830.00)	$292,616.00
$293,141.00	**TOTAL**	**$293,141.00**

La enmienda propuesta **eliminará** las siguientes elementos de línea Personas Mayores servicios - Programa de Abuelos Adoptivos (Foster Grandparent Program) en la cantidad de $8,000.00, Servicios Públicos (General) LUPE en la cantidad de $10,355.00 y **disminuirá** el Servicio Público (general) Girl Scouts en la cantidad de $3,475.00, debido a la no aceptación de una subvención concedida. La enmienda también **eliminará** la actividad de Parques, Instalaciones Recreativas en la cantidad de $20,000.00 y **aumentar** los fondos de mejoras de calles por $41,830.00.

Precincto No. 2

Presupuesto Existente	**Condado Urbano Año 26 (2013)**	**Propuesta de Presupuesto**
$361,946.82	Mejoras de Calles (-$49,424.17)	$312,522.65
$ 0.00	Estación de Bomberos y Equipos (Hidalgo) (+$49,424.17)	$ 49,424.17
$361,946.82	**TOTAL**	**$361,946.82**

La enmienda propuesta **disminuirá** los fondos de mejoras de calles por $ 49,424.17, **crear** una Estación de Bomberos y Equipos en la cantidad de $49,424.17 y **agregara** el siguiente alcance de trabajo: la compra y entrega de un camión pincel para la Ciudad de Hidalgo Departamento de Bomberos Voluntarios.

Presupuesto Existente	**Condado Urbano Año 27 (2014)**	**Propuesta de Presupuesto**
$353,025.99	Mejoras de Calles (-$353,025.99)	$ 0.00
$ 0.00	Facilidad Pública y Mejoras (+$313,653.16)	$313,653.16
$ 0.00	Estación de Bomberos y Equipos (Hidalgo) (+$39,372.83)	$ 39,372.83
$353,025.99	**TOTAL**	**$353,025.99**

La enmienda propuesta **eliminará** la línea Mejoras de calle por $353,025.99, crear un Facilidad Pública y Mejoras en la cantidad de $313,653.16, **agregar** el siguiente alcance del trabajo: la construcción de un nuevo centro juvenil ubicado dentro de la Ciudad de San Juan, a incluyendo pero no limitado a anexidades relacionados, tales como los servicios profesionales de ingeniería, los honorarios de prueba de materiales y compra de materiales que se relacionan con la terminación del proyecto; **crearà** un Estación de Bomberos y Equipos en la cantidad de $39,372.83 y **agregara** el siguiente alcance de trabajo: la compra y entrega de un camión pincel para la Ciudad de Hidalgo Departamento de Bomberos Voluntarios.

Presupuesto Existente	**Condado Urbano Año 28 (2015)**	**Propuesta de Presupuesto**
$ 9,698.00	Servicio Público (General) LUPE (-$9,698.00)	$ 0.00
$ 3,500.00	Servicios para Personas Mayores – Foster Grandparent Program (-$3,500.00)	$ 0.00
$10,000.00	Servicio Público (General) Arise South Tower (-$10,000.00)	$ 0.00
$10,000.00	Servicio Público (General) Proyecto Azteca (-$10,000.00)	$ 0.00
$ 0.00	Rehabilitación de Vivienda Individual Residencial (+$33,198.00)	$ 33,198.00
$ 33,198.00	**TOTAL**	**$ 33,198.00**

La enmienda propuesta **eliminará** los siguientes elementos de línea Servicio Público (general) LUPE en la cantidad de $ 9,698.00, Servicios para Personas Mayores - Programa de Abuelos Adoptivos (Foster Grandparent Program) en la cantidad de $3,500.00, Servicio Público (general) Arise South Tower en la cantidad de $10,000.00, y Servicio Público (General) Proyecto Azteca en la

cantidad de $10,000.00, debido a la no aceptación de una subvención concedida. La enmienda también **creará** una Rehabilitación de vivienda - Individual Unidad Residencial en la cantidad de $33,198.00 y agregar el siguiente ámbito de trabajo: Los fondos serán utilizados para pequeñas reparaciones de la vivienda para personas cualificadas de la jurisdicción del Precinto 2.

Precincto No. 3

Presupuesto Existente	Condado Urbano Año 28 (2015)	Propuesta de Presupuesto
$ 10,750.00	Servicio Público (General) LUPE (-$10,750.00)	$ 0.00
$ 2,750.00	Servicio Público (General) Girl Scouts (-$1,940.00)	$ 810.00
$251,627.00	Mejoras de Calles (+$12,690.00)	$264,317.00
$265,127.00	**Total:**	**$265,127.00**

La enmienda propuesta eliminará la siguiente partida de Servicios Públicos (general) LUPE en la cantidad de $ 10,750.00, disminuirá el Servicio Público (general) Girl Scouts en la cantidad de $ 1,940.00, debido a la no aceptación de una subvención concedida y aumentar la línea de Mejoramiento de la calles en la cantidad de $12,690.00.

Precincto No. 4

Presupuesto Existente	Condado Urbano Año 28 (2015)	Propuesta de Presupuesto
$ 4,500.00	Servicio Público (General) LUPE (-$4,500.00)	$ 0.00
$ 3,000.00	Servicio Público (General) Girl Scouts (-$2,610.00)	$ 390.00
$205,311.00	Parques, Instalaciones Recreativas (+7,110.00)	$212,421.00
$212,811.00	**Total:**	**$212,811.00**

La enmienda propuesta **eliminará** el siguiente elemento de línea Servicio Público (General) LUPE en la cantidad de $4,500.00 y **disminuirá** el Servicio Público (general) Girl Scouts en la cantidad de $2,610.00, debido a la no aceptación de una subvención concedida y **aumentara** el elemento de línea de Parque, Instalaciones Recreativas en la cantidad de $7,110.00.

Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Para obtener más información, por favor venga a la oficina del Programa Urbano del Condado de Hidalgo o llame al (956) 787-8127. Los comentarios escritos pueden enviarse a:

Programa Urbano del Condado de Hidalgo
Directora Diana R. Serna
427 E. Duranta Ave. Suite 107
Alamo, TX 78516
(956) 787-8127

AI-53124 Urban County 16. D.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to cancel the Community Development Block Grant (CDBG) contract with Proyecto Azteca in the total amount of $10,000.

BACKGROUND

Hidalgo County Urban County Program is requesting authorization to cancel the existing contract with Proyecto Azteca under the Community Development Block Grant (CDBG) PY 2015. Proyecto Azteca is unable to comply with HUD Program rules and regulations therefore, Proyecto Azteca is requesting the cancellation of their (CDBG) PY 2015 award.

Proyecto Azteca	**Precinct No. 2**	**$10,000**

Approval is recommended.

Fiscal Impact

Attachments

Cancellation contract with Proyecto Azteca (CDBG)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 08:30 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Sandra Regalado Started On: 01/26/2016 09:24 AM

Final Approval Date: 01/29/2016

Fwd: monitoring for Precinct 2 CDBG

From : annwcass@aol.com Fri, Nov 06, 2015 10:10 AM
Subject : Fwd: monitoring for Precinct 2 CDBG
To : irma garza <irma.garza@co.hidalgo.tx.us>

4x

"From the depth of need and despair, people can work together, can organize themselves to solve their own problems and fill their own needs with dignity and strength." - Cesar Chavez

----Original Message----
From: annwcass <annwcass@aol.com>
To: irma.garza <irma.garza@co.hidalgo.tx.us>; irma.garza <irma.garza@ucp.co.hidalgo.tx.us>
Cc: mando.garza.jr <mando.garza.jr@gmail.com>; aarriaga <aarriaga@proyectoazteca.org>
Sent: Fri, Nov 6, 2015 9:34 am
Subject: monitoring for Precinct 2 CDBG

Good morning, Irma.

After the very informative workshop yesterday morning on new CDBG applications, I have decided that we will no longer continue with the Precinct 2 9-1-1/fire safety project. It would take us about an hour to process the paper work for a one hour presentation, particularly now that the rules are changing December 1st that there needs to be verification for 100% of attendees.

To my knowledge we have not received any payment from Urban County for the work we have done since July and we do not want any reimbursement.

We have been trying to set up a meeting with Commissioner Cantú and Mando Garza to see about changing the contract to do rehab work or demolition. They have not been able to meet this past week.

Therefore I do not see any reason for you to continue the monitoring for the 9-1-1/fire safety project.

Thank you as always for your assistance.

Peace and all good things,
Ann Williams Cass, ED

monitoring for Precinct 2 CDBG

From : annwcass@aol.com Fri, Nov 06, 2015 09:34 AM

Subject : monitoring for Precinct 2 CDBG

To : irma garza <irma.garza@co.hidalgo.tx.us>, irma garza <irma.garza@ucp.co.hidalgo.tx.us>

Cc : mando garza jr <mando.garza.jr@gmail.com>, aarriaga@proyectoazteca.org

Good morning, Irma.

After the very informative workshop yesterday morning on new CDBG applications, I have decided that we will no longer continue with the Precinct 2 9-1-1/fire safety project. It would take us about an hour to process the paper work for a one hour presentation, particularly now that the rules are changing December 1st that there needs to be verification for 100% of attendees.

To my knowledge we have not received any payment from Urban County for the work we have done since July and we do not want any reimbursement.

We have been trying to set up a meeting with Commissioner Cantú and Mando Garza to see about changing the contract to do rehab work or demolition. They have not been able to meet this past week.

Therefore I do not see any reason for you to continue the monitoring for the 9-1-1/fire safety project.

Thank you as always for your assistance.

Peace and all good things,
Ann Williams Cass, ED
Proyecto Azteca

"From the depth of need and despair, people can work together, can organize themselves to solve their own problems and fill their own needs with dignity and strength." - Cesar Chavez

AI-53123 Urban County 16. E.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to cancel the Communtiy Development Block Grant (CDBG) contract with ARISE south Tower in the total amount of $10,000.

BACKGROUND

Hidalgo County Urban County Program is requesting authorization to cancel the exsisting contract with ARISE South Tower under the Community Development Block Grant (CDBG) PY 2015. ARISE South Tower is unable to comply with HUD Program rules and regulations, therefore, ARISE South Tower is requesting the cancellation of their (CDBG) PY 2015 award.

ARISE South Tower	**Precinct No. 2**	**$10,000**

Fiscal Impact

Attachments

Cancellation contract with ARISE South Tower (CDBG)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 08:30 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Sandra Regalado Started On: 01/26/2016 09:23 AM

Final Approval Date: 01/29/2016

ARISE

P.O. Box 778, Alamo, Texas 78516

Director Diana R. Serna
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, TX 78516

September 2, 2015

Dear Director Serna,

It is with deep regret ARISE sends this letter to you and the CDBG program which has funded some of ARISE's work in the South Tower community of Precinct 2 over the past several years. Two weeks ago, Sr. Rose attended a specially called meeting at your offices regarding the revised certification process. We understand agencies will need to provide documentation for 20% of the beneficiaries of our programs based on the 2015 Adjusted Home Income Limits in this current grant year.

After a great deal of discussion and reflection, ARISE would like to return the awarded amount of $10,000. ARISE holds trust with the community and the community trusts ARISE. Over the years, our residents have questioned why we would need to ask for income verification and we told them the county needed documentation to give to HUD being accountable for the funding it receives. There seemed to be a fear as to what might happen to the information, but the residents did provide us with the information. Now, with having to present copies of documentation regarding income amounts and sources, residents have expressed feelings of uncomfortableness and oppression and it would appear as ARISE was the oppressor. It is ARISE mission to help the community help itself, not to oppress the very people we are called to serve.

In our discussion, ARISE staff talked about trying to obtain documentation for 20% of our residents, but it does not seem right to us to ask some of the community for information we are not asking from all of the people we serve. We also wonder what will happen with this documentation if next year it will be 40%, and on up until people with no documented income receive no services at all. So, after much thought, we came to the decision to return the funds and recommend the money we are not using be used to fund the colonia street light effort. We understand there is need of money for this important necessity in our colonias. This way the funds will be used directly for the intention for which it was made.

Please let us know if we need to do anything further to void our contract. We appreciate the working relationship we have had with you and your office staff over the years.

Sincerely,

Lourdes Flores
Lourdes Flores
President

Sr. Rose Weidenbenner, RSM
Sr. Rose Weidenbenner, RSM
Grant & Administrative Support

cc: Commissioner Eduardo "Eddie" Cantu
Napoleon D. Coca, UPC Coordiantor

Phone: (956) ~~702-0524~~ 783-1959 Fax: (956) 783-0274

AI-53122 Urban County 16. F.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to cancel the Community Development Block Grant (CDBG) contract agreement with La Union del Pueblo Entero (LUPE) in the total amount of $35,303.00.

BACKGROUND

Hidalgo County Urban County Program is requesting authorization to cancel the existing contract with La Union del Pueblo Entero (LUPE) under the Community Development Block Grant (CDBG) PY 2015. La Union del Pueblo Entero (LUPE) are unable to comply with HUD Program rules and regulations therefore, La Union del Pueblo Entero (LUPE) are requesting the cancellation of their (CDBG) PY 2015 award.

FUNDING SOURCE	CURRENT BUDGET
Precinct No. 1	$10,355.00
Precinct No. 2	$9,698.00
Precinct No. 3	$10,750.00
Precinct No. 4	$4,500.00
Total:	**$35,303.00**

Fiscal Impact

Attachments

cancel contract with LUPE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 08:30 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Sandra Regalado Started On: 01/26/2016 09:22 AM

Final Approval Date: 01/29/2016

LUPE
La Union del Pueblo Entero
Founded by César E. Chávez

RECEIVED
SEP - 9 2015
URBAN COUNTY
PROGRAM

September 9, 2015

Ms. Diana Serna
Hidalgo County Urban County Program
427 E. Duranta
Alamo TX 78516

re: Hidalgo County Precinct 1 CDBG Grant

Ms. Serna:

Analysis of the recent announcement concerning the new requirements for certifying the income of CDBG-funded program participants in our self-development classes has led us to understand that the new requirements will represent a significant new and unfunded administrative burden on our organization. Therefore, we are writing to advise you that we have decided to terminate all CDBG-funded self-development classes and outreach at the Mercedes LUPE location effective on August 21, 2015.

Any unspent funds that had been allocated to LUPE should be returned to the Precinct #1 CDBG budget. In light of recent developments concerning colonia streetlights, we would urge Commissioner Cuellar to utilize those funds for the installation of streetlights in Precinct #1 colonias.

Sincerely,

Vaughn Cox
LUPE Program Development Director

Xc: Commissioner A. C. Cuellar, Hidalgo County Precinct #1

P. O. Box 188 San Juan TX 78589
Tel: (956) 782-6655 voncox@lupenet.org Fax: (956) 782-2125

La Union del Pueblo Entero
Founded by César E. Chávez

RECEIVED
SEP - 9 2015
URBAN COUNTY PROGRAM

September 9, 2015

Ms. Diana Serna
Hidalgo County Urban County Program
427 E. Duranta
Alamo TX 78516

re: Hidalgo County Precinct 2 CDBG Grant

Ms. Serna:

Analysis of the recent announcement concerning the new requirements for certifying the income of CDBG-funded program participants in our self-development classes has led us to understand that the new requirements will represent a significant new and unfunded administrative burden on our organization. Therefore, we are writing to advise you that we have decided to terminate all CDBG-funded self-development classes and outreach at the San Juan LUPE location effective on August 21, 2015.

Any unspent funds that had been allocated to LUPE should be returned to the Precinct #2 CDBG budget. In light of recent developments concerning colonia streetlights, we would urge Commissioner Cantu to utilize those funds for the installation of streetlights in Precinct #2 colonias.

Sincerely,

Vaughn Cox

Vaughn Cox
LUPE Program Development Director

Xc: Commissioner Eddie Cantu, Hidalgo County Precinct #2

P.O. Box 188 San Juan TX 78589
Tel: (956) 782-6655 voncox@lupenet.org Fax: (956) 782-2125

La Union del Pueblo Entero
Founded by César E. Chávez

RECEIVED
SEP - 9 2015
URBAN COUNTY PROGRAM

September 9, 2015

Ms. Diana Serna
Hidalgo County Urban County Program
427 E. Duranta
Alamo TX 78516

re: Hidalgo County Precinct 3 CDBG Grant

Ms. Serna:

Analysis of the recent announcement concerning the new requirements for certifying the income of CDBG-funded program participants in our self-development classes has led us to understand that the new requirements will represent a significant new and unfunded administrative burden on our organization. Therefore, we are writing to advise you that we have decided to terminate all CDBG-funded self-development classes and outreach at the Alton Community Center location effective on August 21, 2015.

Any unspent funds that had been allocated to LUPE should be returned to the Precinct #3 CDBG budget. In light of recent developments concerning colonia streetlights, we would urge Commissioner Flores to utilize those funds for the installation of streetlights in Precinct #3 colonias.

Sincerely,

Vaughn Cox
LUPE Program Development Director

Xc: Commissioner Joe Flores, Hidalgo County Precinct #3

P.O. Box 188 San Juan TX 78589
Tel: (956) 782-6655 voncox@lupenet.org Fax: (956) 782-2125

LUPE
La Union del Pueblo Entero
Founded by César E. Chávez

RECEIVED
SEP - 9 2015
URBAN COUNTY
PROGRAM

September 8, 2015

Ms. Diana Serna
Hidalgo County Urban County Program
427 E. Duranta
Alamo TX 78516

re: Hidalgo County Precinct 4 CDBG Grant

Ms. Serna:

Analysis of the recent announcement concerning the new requirements for certifying the income of CDBG-funded program participants in our leadership development workshops has led us to understand that the new requirements will represent a significant new and unfunded administrative burden on our organization. Therefore, we are writing to advise you that we have decided to terminate all CDBG-funded outreach in Precinct #4 effective on August 21, 2015.

Any unspent funds that had been allocated to LUPE should be returned to the Precinct #4 CDBG budget. In light of recent developments concerning colonia streetlights, we would urge Commissioner Palacios to utilize those funds for the installation of streetlights in Precinct #4 colonias.

Sincerely,

Vaughn Cox

Vaughn Cox
LUPE Program Development Director

Xc: Commissioner Joseph Palacios, Hidalgo County Precinct #4

P.O. Box 188 San Juan TX 78589
Tel: (956) 782-6655
voncox@lupenet.org
Fax: (956) 782-2125

AI-53121 Urban County 16. G.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to cancel the Community Development Block Grant (CDBG) contract agreement with The Girl Scouts of Greater South Texas in the total amount of $9,525.00.

BACKGROUND

Hidalgo County Urban County Program is requesting authorization to cancel the existing contract with The Girl Scouts of Greater South Texas under the Community Development Block Grant (CDBG) PY 2015. The Girl Scouts of Greater South Texas are unable to comply with HUD Program rules and regulations therefore, The Girl Scouts of Greater South Texas are requesting the cancellation of their (CDBG) PY 2015 award.

FUNDING SOURCE	CURRENT BUDGET
Precinct No. 1	$ 3,475.00
Precinct No. 2	$ 1,940.00
Precinct No. 3	$ 2,610.00
Precinct No. 4	$ 1,500.00
TOTAL	**$ 9,525.00**

Fiscal Impact

Attachments

Cancel contract with Girl Scouts of Greater South Texas

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 08:30 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Sandra Regalado Started On: 01/26/2016 09:20 AM

Final Approval Date: 01/29/2016

girl scouts
of greater south texas

Mr. Daniel Coca
Program Coordinator
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, TX 78516

Girl Scouts of Greater South Texas
Harlingen Service Center
202 E. Madison
Harlingen, TX 78550
956-425-2388
800-477-2688
956-425-9602 Fax

Girl Scouts of Greater South Texas
Corpus Christi Service Center
2410 Bevecrest
Corpus Christi, TX 78415
361-883-3611
800-929-5229
361-883-5038 Fax

Girl Scouts of Greater South Texas
Laredo Service Center
701 N. Stone Ave.
Laredo, TX 78040
956-723-7251
956-723-0258 Fax

Girl Scouts of Greater South Texas
McAllen Service Center
1109 W. Nolana, Ste. 202
McAllen, TX 78501
956-668-0299
956-668-0230 Fax

Girl Scouts of Greater South Texas
Victoria Service Center
104 W. River
Victoria, TX 77901
361-573-6451
800-865-3069
361-579-0988 Fax

Dear Mr. Coca,

On behalf of the Girl Scouts of Greater South Texas, I would like to thank the Urban County Program, namely **Precinct No. 1, Precinct No. 3, Precinct No. 4 and the City of Elsa** for the opportunity to submit a request for Community Development Block Grant (CDBG) Entitlement funding and the subsequent approval of a total of $11,250 for the Outreach Program.

Unfortunately, due to changes and the implementation of the Income Eligibility Certification Form that becomes effective December 1, 2015, we will not be able to participate. We feel we will not be able to attain the 100% participation from the parents/caregivers of our members that will be necessary for reimbursement. We will have to forfeit the funds awarded by the Urban County Program for this reason.

We appreciate the relationship that we have with ***all*** the cities involved in the Urban County Program and look forward to working alongside them in other capacities that will allow girls to participate in the leadership development training that our organization provides.

Our final reports for November of 2015 have been submitted for reimbursement. It is our hope that other programs can benefit greatly from the funds we will not be able to use. If you need additional information or have questions, please call my office at (956) 425-2388.

Yours in Girl Scouting,

Lea A. Peacock
Chief Executive Officer

AI-53071 Urban County 16. H.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Olga Lerma, URBAN COUNTY Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295, when and if Applicable." The Urban County Program on behalf of the City of Weslaco is requesting approval and award of best and final negotiated contract with Cruz-Hogan Consultants, Inc. in the amount of $26,420.29 utilizing CDBG FY 28 (2015) Water/Sewer Improvement funds.

BACKGROUND

Cruz-Hogan Consultants, Inc. submitted a best and final offer for professional engineering services which includes design topography, surveying, geotechnical services and plans/specifications for a Water/Sewer Improvements project within the City of Weslaco. Cruz-Hogan Consultants, Inc. was the highest ranked firm by County Commissioners' Court. See attached professional service agreement, best and final offer letter, scope of services and certificate of insurance.

Contract Amount: **$ 26,420.29**
Funds Available: $ 278,695.00 YR 28 (2015) Water/Sewer Improvements

Engineering cost proposal fee break down:	***Fees***
Preliminary Phase (to include surveying)	$3,048.49
Design Phase	$12,193.98
Construction Phase	$5080.83
Additional Services (Geotech)	$6096.99
Total:	**$26,420.29**

Fiscal Impact

Attachments

City of Weslaco contract with Cruz-Hogan Consultants

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/22/2016 03:35 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Olga Lerma Started On: 01/22/2016 01:51 PM

Final Approval Date: 01/29/2016

CRUZ-HOGAN Consultants, Inc.

ENGINEERS | PLANNERS | CONSULTANTS
Harlingen | McAllen
TBPE Firm Reg No. F-4860

January 21, 2016

Diana R. Serna
Director
County of Hidalgo-Urban County Program
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

Re: Best & Final Offer for Engineering Services
CDBG Water Improvements Phase 2 Project
Hidalgo County Urban County Program
City of Weslaco, Texas

Dear Ms. Serna:

Based on the enclosed "Exhibit A: Scope of Services", this is our best and final offer for the above-referenced project. Our fees are a fixed sum of $26,420.29. The total fee was established by adding an Engineering fee of $20,323.30 and Additional Services (Geotech) of $6,096.99.

I would like to thank you and the City of Weslaco for the opportunity in assisting the City in this project. If you have any questions, please feel free to contact me at 956-682-5022.

Sincerely,

Ronnie Cruz, P.E., CFM
Vice-President

RC/cr

Enclosure

605 E. Violet, Suite 1 • McAllen, Texas 78504
(956) 682-5022 • Fax (956) 682-5089
www.cruzhogan.net

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this 3rd day of February 2016 by and between Urban County Program, (hereinafter called the "Party") and Cruz – Hogan Consultants, Inc., duly authorized Engineer, herein acting by Ronnie Cruz, P.E, CFM (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as
stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed Weslaco Water/Sewer Improvements Account(s) 5015-80-0310-5000-8000 *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by
the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of $ 26,420.29 for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations
created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities
related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related
to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any negligence of the engineer
in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however,
that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **February 3, 2016**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Ronnie Cruz, P.E, CFM

Firm Name: **Cruz – Hogan Consultants, Inc.**
Address: **605 E. Violet Avenue, Suite 1**
City/ST/ZIP: **McAllen, TX 78504**

FED ID #/SS #: **75-2441784**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of _____, 20___, by _____ of and on behalf of _____,
title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas & Hall, L.L.P.
By Stephen L. Crain
on Dec. 1, 2015

Exhibit "A"
(Scope of Services)

See Attached

Exhibit "A"

SCOPE OF SERVICES:

CDBG Water Improvements Phase 2
Hidalgo County Urban County Program
City of Weslaco, Texas

A. Preliminary Phase
   1. Attend preliminary conferences with the City of Weslaco staff acquire available and relevant background data in respect to the project.
   2. Establish the scope of topographic surveys for the design of the project.
   3. Prepare a preliminary engineering report and submit to the City for review.

B. Design Phase
   1. Receive electronic survey data from project surveyor and prepare background drawings for construction plans.
   2. Prepare detailed construction drawings, technical specifications, and other pertinent documents for construction authorized by the City.
   3. Submit plans and specifications to the appropriate agencies, other than the City, and coordinate approval process.
   4. Furnish the City three (3) sets of copies of plans and specifications marked "Preliminary" for approval by the City. Upon final approval by the City, the Engineer will provide the City three (3) sets of the "Final" plans and specifications.

C. Construction Phase
   1. Assist the City in conducting a pre-construction conference with City staff, Urban County staff and Construction Company.
   2. Make periodic visits to the site to observe the overall progress and quality of work. Make recommendations to the City regarding materials and workmanship.
   3. Conduct final inspection of the project.
   4. Prepare revisions of construction drawings with the assistance of the City's personnel reflecting changes to the plans. These "As-Built" drawings shall be provided by the Engineer to the City. Three (3) sets will be provided.

Compensation

A. Preliminary Phase (15%) (To include surveying)	$ 3,048.49
B. Design Phase (60%)	$ 12,193.98

Exhibit "A"

C. Construction Phase (25%)	$ 5,080.83
D. Additional Services (Geotech)	$ 6,096.99
Total	**$26,420.29**

SCHEDULE OF FEES

A. Preliminary Phase (15%)	$ 3,048.49
1. Preliminary Report and Design 2. Surveying	
B. Design Phase (60%)	$12,193.98
1. Review Surveys 2. Prepare Construction Plans 3. Prepare Technical Specifications 4. Submit Drawings to City of Weslaco and Urban County 5. Assist in Bidding Process	
C. Construction Phase (25%)	$ 5,080.83
1. Conduct Pre-Construction Meeting 2. Over all Inspections During Construction 3. Final Inspection 4. Prepare "As-Built" Drawings	
D. Additional Services (Geotech)	$ 6,096.99
Total Fees	**$26,420.29**

ENGINEERING FEE
HOURLY BREAKDOWN

HIDALGO COUNTY URBAN COUNTY PROGRAM

Engineer:	Cruz-Hogan Consultants, Inc.
Project:	CDBG Water Improvements Phase 2 Project
Owner:	City of Weslaco, Texas
Description:	This project consists of funding for the replacement of water lines and related street resurfacing improvements at several alleys (Texas Blvd/Kansas Ave., Kansas Ave./Illinois Ave., Iowa/Michigan Ave., Iowa/Oregon Ave.) including but not limited to adjacent/abutting alleys within the same general vicinity, related appurtenances, professional enineering services, geotechnical and material testing fees, etc.

		Design Engineer	Project Manager	Engineering Technician	Admin/ Clerical
TASK	DESCRIPTION				
Task No. 1	Attend preliminary conferences with the City of Weslaco staff acquire available and relevant background data in respect to the project.	3	1		1
Task No. 2	Establish the scope of topographic surveys for the design of the project.	2	1		
Task No. 3	Prepare a preliminary engineering report and submit to the City for review.	4			2.28
Task No. 4	Receive electronic survey data from project surveyor and prepare background drawings for construction plans.	2	2	20	
Task No. 5	Prepare detailed construction drawings, technical specifications, and other pertinent documents for construction authorized by the City.	32	4	69	4
Task No. 6	Submit plans and specifications to the appropriate agencies, other than the City, and coordinate approval process.		2		6
Task No. 7	Furnish the City three (3) sets of copies of plans and specifications marked "Preliminary" for approval by the City. Upon final approval by the City, the Engineer will provide the City three (3) sets of "Final" plans and specifications.	1	2		4
Task No. 8	Assist the City in conducting a pre-construction conference with City staff, Urban staff and Construction Company.	1	1		
Task No. 9	Make periodic visits to the site to observe the overall progress and quality of work. Make recommendations to the City regarding materials and workmanship.	8	8		
Task No. 10	Conduct final inspection of the project.	2	2		
Task No. 11	Prepare revisions of construction drawings with the assistance of the City's personnel reflecting changes to the plans. These "As-Built" drawings shall be provided by the Engineer to the City. Three (3) sets will be provided.	1	3	2	2
	Hour (Sub-Total)	56	26	91	19.28
	Contract Rates Per Hour	$175.00	$120.00	$75.00	$30.00
	Sub-Total Labor Cost	$9,800.00	$3,120.00	$6,825.00	$578.40

SUB-TOTAL LABOR COST	$20,323.40
TESTING FEES	$6,096.99
TOTAL ENGINEERING FEES	$26,420.39

ACORD®

Policy Number:

Date Entered: 12/08/2015

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/8/2015

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	RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, Texas 75080	CONTACT NAME:	
		PHONE (A/C, No, Ext): (972) 235-3030	FAX (A/C, No): (972) 235-3556
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: SENTINEL INSURANCE COMPANY, LIMITED	11000
INSURED	Cruz-Hogan Consultants, Inc. 222 West Harrison, Suite A Harlingen, TX 78550	INSURER B: Hartford Accident and Indemnity Company	22357
		INSURER C: Wesco Insurance Company	25011
		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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			46 SBA NV4715	6/16/2015	6/16/2016	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 $1,000,000 $ 10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			46 SBA NV4715	5/16/2015	5/16/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			46 SBA NV4715	05/16/2015	05/16/2016	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			46 WBC AB7729	7/30/2015	7/30/2016	☒ 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
C	Design Professional Liability			ARA11200295-01	09/09/2015	09/09/2016	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is subject to all policy terms, conditions, exclusions and endorsements.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2802 South Business Highway 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-53065 Urban County 16. I.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Olga Lerma, URBAN COUNTY Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of the City of Mercedes is requesting authority to purchase recreational equipment for the Mercedes Recreational Center. Purchase will be made from BSN Sports (contract # 413-12) an approved vendor through Hidalgo County's membership and participation with Buyboard. The total amount of purchase is $9,009.74, utilizing FY 28 (2015) City of Mercedes Public Service (General) - Mercedes Recreational Center funds.

BACKGROUND

The recreational equipment will be utilized at the Mercedes Recreational Center. See attached quote.

Vendor: **BSN Sports**
Purchase Amount: **$ 9,009.74**
Funds Available: $ 7,453.02 FY 28 (2014) Public Service (General) – City of Mercedes
$ 9,000.00 FY 28 (2015) Public Service (General) – City of Mercedes
Total Available: **$16,453.02**

Fiscal Impact

Attachments

City of Mercedes purchase from BSN $9,009.74

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/22/2016 11:03 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Olga Lerma Started On: 01/22/2016 10:27 AM

Final Approval Date: 01/29/2016

JAN 12 2016

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name Of Cooperative: BuyBoard Person Contacted: Lee Shaw

Name: BSN Sports Contract #: 413-12 Phone: 1-972-406-7102

Item #	Description of Items	Quantity	List Price Per Unit	COOP Price Per Unit	Total Amount
1	Standard Bench Press - Black	2	259.99	220.99	441.98
2	Adjustable Curl Bench	2	249.99	212.49	424.98
3	Adjustable Incline Bench - Black	1	469.99	399.49	399.49
4	Flat Bench	2	189.99	161.49	322.98
5	Olympic Power Bar 1500 lb Zinc	4	274.99	233.74	934.96
6	Olympic EZ Curl w/Collars	2	109.99	93.49	186.98
7	Rubber Coated Oly Grip Plate 45 lb	14	94.99	80.74	1,130.36
8	Rubber Coated Oly Grip Plate 35 lb	10	74.99	63.74	637.40
9	Rubber Coated Oly Grip Plate 25 lb	10	54.99	46.74	467.40
10	Rubber Coated Oly Grip Plate 10 lb	10	23.99	20.39	203.90
11	Rubber Coated Oly Grip Plate 5 lb	8	12.99	11.04	88.32
12	Lock-Jaw Olympic Collar - Black	6	38.99	33.14	198.84
13	9 PR Dumbbell Rack	1	359.99	305.99	305.99
14	Rubber Hex Dumbbell 20 lb	2	39.99	33.99	67.98
15	Rubber Hex Dumbbell 25 lb	2	46.99	39.94	79.88
16	Rubber Hex Dumbbell 30 lb	2	52.99	45.04	90.08
17	Rubber Hex Dumbbell 35 lb	2	63.99	54.39	108.78
18	Rubber Hex Dumbbell 40 lb	2	75.99	64.59	129.18
19	Rubber Hex Dumbbell 45 lb	2	78.99	67.14	134.28
20	Rubber Hex Dumbbell 50 lb	2	90.99	77.34	154.68
21	Rubber Hex Dumbbell 55 lb	2	100.99	85.84	171.68
21	Rubber Hex Dumbbell 60 lb	2	110.99	94.34	188.68
22	Half Rack Only	1	999.99	849.99	849.99
23	Multi Purpose Bench	1	299.99	254.99	254.99
24	Revolution Club Cycle	1	769.99	654.49	654.49
25	Monster Double Ball Cart	1	429.99	352.59	352.59
26	Bar Wrap Pad	2	19.99	14.44	28.88
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
	Texas BuyBoard Contract 413-12				0.00
	Discount plus Free Shipping				**0.00**
				TOTAL	**9,009.74**

Recommendation The City recommends purchase of the sports and recreational equipment from BSN Sports. Pricing has been verified through Buy Board.

Requested By: _____ 01/12/2016 **UCP Deputy** _____ 1-14-16

(USE BLUE INK Date (USE BLUE INK) Date

BSN SPORTS

DALLAS, TX 75209
Tel: 1-800-527-7510 Fax: 1-800-899-0149
Visit us at www.bsnsports.com

Quote

Quote #: 20757888
Purchase Order #: Quote Richard Weight Room
Cart Name:
Quote Date: 01/12/2016
Quote Valid-to: 03/30/2016
Payment Terms: NT30
Ship Via:
Ordered By: richard morin

Contact Your Rep
Lee Shaw Email:**lshaw@bsnsports.com** | Phone:**972-406-7102**

Sold to
1001697
CITY OF MERCEDES
PO Box 837
MERCEDES TX 78570-0837
USA

Ship To
1001697
CITY OF MERCEDES
PO Box 837
MERCEDES TX 78570-0837
USA

Payer
1001697
CITY OF MERCEDES
PO Box 837
MERCEDES TX 78570-0837
USA

Item Description	Catalog Price	Qty	BuyBoard Price	Total
STANDARD BENCH PRESS - BLACK Item # - 814002	$ 259.99	2 EA	$ 220.99	$ 441.98
ADJUSTABLE CURL BENCH Item # - 600200	$ 249.99	2 EA	$ 212.49	$ 424.98
ADJUSTABLE INCLINE BENCH - BLACK Item # - 812702	$ 469.99	1 EA	$ 399.49	$ 399.49
FLAT BENCH Item # - 600902	$ 189.99	2 EA	$ 161.49	$ 322.98
OLYMPIC POWER BAR 1500 LB ZINC Item # - 1101247	$ 274.99	4 EA	$ 233.74	$ 934.96
OLYMPIC EZ CURL W/COLLARS Item # - CHCOCBXX	$ 109.99	2 EA	$ 93.49	$ 186.98
RUBBER COATED OLY GRIP PLATE 45LB Item # - 1272604	$ 94.99	14 EA	$ 80.74	$ 1,130.36
RUBBER COATED OLY GRIP PLATE 35LB Item # - 1272598	$ 74.99	10 EA	$ 63.74	$ 637.40
RUBBER COATED OLY GRIP PLATE 25LB Item # - 1272581	$ 54.99	10 EA	$ 46.74	$ 467.40
RUBBER COATED OLY GRIP PLATE 10LB Item # - 1272574	$ 23.99	10 EA	$ 20.39	$ 203.90
RUBBER COATED OLY GRIP PLATE 5LB Item # - 1272567	$ 12.99	8 EA	$ 11.04	$ 88.32
Lock-Jaw Olympic Collar - Black Item # - 1379947	$ 38.99	6 PR	$ 33.14	$ 198.84
9 PR DUMBBELL RACK 01811500 Item # - 811500	$ 359.99	1 EA	$ 305.99	$ 305.99
RUBBER HEX DUMBBELL 20LB 1347791 Item # - 20028378EA	$ 39.99	2 EA	$ 33.99	$ 67.98
RUBBER HEX DUMBBELL 25LB 1347807 Item # - 20028379EA	$ 46.99	2 EA	$ 39.94	$ 79.88
RUBBER HEX DUMBBELL 30LB 1347814 Item # - 20028380EA	$ 52.99	2 EA	$ 45.04	$ 90.08
RUBBER HEX DUMBBELL 35LB 1347821 Item # - 20028381EA	$ 63.99	2 EA	$ 54.39	$ 108.78
RUBBER HEX DUMBBELL 40LB 1347838 Item # - 20028382EA	$ 75.99	2 EA	$ 64.59	$ 129.18
RUBBER HEX DUMBBELL 45LB 1347845 Item # - 20028383EA	$ 78.99	2 EA	$ 67.14	$ 134.28
RUBBER HEX DUMBBELL 50LB 1347869 Item # - 20028385EA	$ 90.99	2 EA	$ 77.34	$ 154.68
RUBBER HEX DUMBBELL 55LB 1347876 Item # - 20028386EA	$ 100.99	2 EA	$ 85.84	$ 171.68
RUBBER HEX DUMBBELL 60LB 1347883 Item # - 20028387EA	$ 110.99	2 EA	$ 94.34	$ 188.68
HALF RACK ONLY Item # - 816900	$ 999.99	1 EA	$ 849.99	$ 849.99
MULTI PURPOSE BENCH Item # - 601102	$ 299.99	1 EA	$ 254.99	$ 254.99

BSN SPORTS

DALLAS, TX 75209
Tel: 1-800-527-7510 Fax: 1-800-899-0149
Visit us at www.bsnsports.com

Quote

Quote #: 20757888
Purchase Order #: Quote Richard Weight Room
Cart Name:
Quote Date: 01/12/2016
Quote Valid-to: 03/30/2016
Payment Terms: NT30
Ship Via:
Ordered By: richard morin

Item Description	Catalog Price	Qty	BuyBoard Price	Total
REVOLUTION CLUB CYCLE Item # - CH94943X	$ 769.99	1 EA	$ 654.49	$ 654.49
MONSTER DOUBLE BALL CART Item # - 1162615	$ 429.99	1 EA	$ 352.59	$ 352.59
BAR WRAP PAD Item # - CHSNPXXX	$ 19.99	2 EA	$ 14.44	$ 28.88

Texas Buy Board vendor

44012 (413-12)

discount plus free shipping

Subtotal:	$9,009.74
Other:	$0.00
Freight:	$0.00
Sales Tax:	$0.00
Order Total:	$9,009.74
Payment/Credit Applied:	$0.00
Order Total:	**$9,009.74**

Shopping Cart

Vendor	Description	Part Number	Price	Qty	Total
BSN Sports	Adjustable Curl Bench	600200	$212.49	2	$424.98
BSN Sports	Adjustable Incline Bench - Black	812702	$399.49	1	$399.49
BSN Sports	Flat Bench	600902	$161.49	2	$322.98
BSN Sports	Rubber Coated Oly Grip Plate 10Lb	1272574	$20.39	10	$203.90
BSN Sports	Rubber Coated Oly Grip Plate 25Lb	1272581	$46.74	10	$467.40
BSN Sports	Rubber Coated Oly Grip Plate 35Lb	1272598	$63.74	10	$637.40
BSN Sports	Rubber Coated Oly Grip Plate 45Lb	1272604	$80.74	14	$1,130.36
BSN Sports	Olympic Ez Curl W/Collars	CHCOCBXX	$93.49	2	$186.98
BSN Sports	Olympic Power Bar 1500 Lb Zinc	1101247	$233.74	4	$934.96
BSN Sports	Rubber Coated Oly Grip Plate 5Lb	1272567	$11.04	8	$88.32
BSN Sports	Rubber Hex Dumbbell 20Lb	20028378EA	$33.99	2	$67.98
BSN Sports	Rubber Hex Dumbbell 25Lb	20028379EA	$39.94	2	$79.88
BSN Sports	Rubber Hex Dumbbell 30Lb	20028380EA	$45.04	2	$90.08
BSN Sports	Rubber Hex Dumbbell 35Lb	20028381EA	$54.39	2	$108.78
BSN Sports	Rubber Hex Dumbbell 40Lb	20028382EA	$64.59	2	$129.18
BSN Sports	Rubber Hex Dumbbell 45Lb	20028383EA	$67.14	2	$134.28
BSN Sports	Rubber Hex Dumbbell 50Lb	20028385EA	$77.34	2	$154.68
BSN Sports	Rubber Hex Dumbbell 55Lb	20028386EA	$85.84	2	$171.68
BSN Sports	Rubber Hex Dumbbell 60Lb	20028387EA	$94.34	2	$188.68
BSN Sports	9 Pr Dumbbell Rack	811500	$305.99	1	$305.99
BSN Sports	Lock-Jaw Olympic Collar - Black	1379947	$33.14	6	$198.84
BSN Sports	Bar Wrap Pad	CHSNPXXX	$14.44	2	$28.88
BSN Sports	Standard Bench Press - Black	814002	$220.99	2	$441.98
BSN Sports	Multi Purpose Bench	601102	$254.99	1	$254.99
BSN Sports	Monster Double Ball Cart	1162615	$352.59	1	$352.59
BSN Sports	Revolution Club Cycle	CH94943X	$654.49	1	$654.49

BSN Sports	Half Rack Only	816900	$849.99	1	$849.99

Grand Total: $9,009.74

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

Vendor Contract Information

Back

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Vendor Name:	BSN Sports
Address:	P.O. Box 7726
	Dallas, TX 75209
Phone Number:	(800) 527-7510
Email:	bsnbid@bsnsports.com
Website:	http://www.bsnsports.com
Federal ID:	47-2460272
Contact:	Chris Bloomfield
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Athletic,PE,Gym Supplies,Equip., Heavy Duty Exercise Equip. & Acc.
Contract#:	413-12
Effective Date:	04/01/2013
Expiration Date:	03/31/2016
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Shipping Point
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Contract Exceptions:	see exceptions list
Quote Reference Number:	12-44012
Return Policy:	Call 800-527-7510 for RA number

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

AI-53064 Urban County 16. J.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Olga Lerma, URBAN COUNTY Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of the City of Mercedes is requesting authority to purchase recreational equipment for the Mercedes Recreational Center. Purchase will be made from BSN Sports (contract # 413-12) an approved vendor through Hidalgo County's membership and participation with Buyboard. The total amount of purchase is $8,654.15, utilizing FYs 27 & 28 (2014 & 2015) City of Mercedes Public Service (General) - Mercedes Recreational Center funds.

BACKGROUND

The recreational equipment will be utilized at the Mercedes Recreational Center. See attached quote.

Vendor: **BSN Sports**
Purchase Amount: **$8,654.15**
Funds Available: $ 9,000.00 FY 28 (2015) Public Service (General) – City of Mercedes
$ 8,000.00 FY 28 (2015) Public Service (General) – Pct. 1 (Mercedes Rec. Center)
Total Available: $17,000.00

Fiscal Impact

Attachments

Mercedes Recreational Center purchase from BSN Sports

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/22/2016 10:32 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Olga Lerma Started On: 01/22/2016 10:15 AM

Final Approval Date: 01/29/2016

NOV - 6 2015

URBAN COUNTY PROG

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name Of Cooperative: BuyBoard
Name: BSN Sports

Person Contacted: Lee Shaw
Contract #: 413-12 Phone: 1-972-406-7102

Item #	Description of Items	Quantity	List Price Per Unit	COOP Price Per Unit	Total Amount
1	Centerline Elite AI VB System	1	3,599.99	3,219.99	3,219.99
2	Flag A Tag Belt w/Flags Scarlet 42"	4	80.99	66.41	265.64
3	Flag A Tag Belt w/Flags Gold 42"	4	80.99	66.41	265.64
4	Wilson GST Composite Football - K2	6	35.99	29.51	177.06
5	Wilson GST Composite Football - TDJ	6	35.99	29.51	177.06
6	Wilson GST Composite Football - TDY	6	36.99	30.33	181.98
7	Wilson K2 Composite Peewee FB	6	32.99	27.05	162.30
8	Wilson TDJ Composite Junior FB	6	32.99	27.05	162.30
9	Wilson TDJ Composite Youth FB	6	33.99	27.87	167.22
10	Tachikara SV5WS Volleyball	10	39.99	32.79	327.90
11	Tachikara SV5W Volleyball	10	59.99	49.19	491.90
12	Smooth Grip Volleyball	20	18.99	15.57	311.40
13	Softball Home Plate	2	18.99	15.57	31.14
14	Rubber Softball Bases - Each	6	13.99	11.47	68.82
15	TCB Atomic Ball set of 6	2	65.99	54.11	108.22
16	Stiga Pure Table Tennis Racquet - Yellow	3	29.99	27.59	82.77
17	Stiga Pure Table Tennis Racquet - Green	3	29.99	27.59	82.77
18	Stiga Pure Table Tennis Racquet - Pink	3	29.99	27.59	82.77
19	Stiga Pure Table Tennis Racquet - Blue	3	29.99	27.59	82.77
20	Orange Table Tennis Balls	4	49.99	40.99	163.96
21	Tournament Table Tennis Balls	4	65.99	60.71	242.84
22	Voit Foam Super 90 - Prism Pack	1	29.99	23.39	23.39
23	Voit 8.25" Special Tuff Ball set of 6	4	147.99	115.43	461.72
24	Lite 80 Basketball Prism Pack - Jr	3	64.99	51.65	154.95
25	Rawlings ST5 PeeWee Composite Football	6	27.99	22.95	137.70
26	Rawlings ST5 Junior Composite Football	6	30.99	25.41	152.46
27	Rawlings ST5 Youth Composite Football	6	32.99	27.05	162.30
28	Monster Double Ball Cart	2	429.99	352.59	705.18
					0.00
					0.00
					0.00
					0.00
	Texas BuyBoard Contract 413-12				0.00
	Discount plus Free Shipping				**0.00**
				TOTAL	**8,654.15**

Recommendation The City recommends purchase of the sports and recreational equipment from BSN Sports. Pricing has been verified through Buy Board.

Requested By: [signature] 11/03/2015
(USE BLUE INK) Date

UCP Deputy [signature] 1-14-16
(USE BLUE INK) Date

Resubmitted
1/12/16

BSN SPORTS
DALLAS, TX 75209
Tel: 1-800-527-7510 Fax: 1-800-899-0149
Visit us at www.bsnsports.com

RECEIVED
JAN 12 2016
URBAN COUNTY PROGRAM

Quote

Quote #: 20747629
Purchase Order #: Quote Richard Volleyball
Cart Name:
Quote Date: 01/12/2016
Quote Valid-to: 03/30/2016
Payment Terms: NT30
Ship Via:
Ordered By: richard morin

Contact Your Rep
Lee Shaw Email:lshaw@bsnsports.com | Phone:972-406-7102

Sold to
1001697
CITY OF MERCEDES
PO Box 837
MERCEDES TX 78570-0837
USA

Ship To
1171845
Mercedes Recreation Center
Richard Mornin
701 MATHIS ST
MERCEDES TX 78570

Payer
1001697
CITY OF MERCEDES
PO Box 837
MERCEDES TX 78570-0837
USA

Item Description	Catalog Price	Qty	BuyBoard Price	Total
VB1000XX Centerline Elite AI VB System Item # - VB100065	$ 3599.99	1 EA	$ 3,219.99	$ 3,219.99
FLAG A TAG BELT W/FLAGS SCARLE 42" Item # - 8674223	$ 80.99	4 DZN	$ 66.41	$ 265.64
FLAG A TAG BELT W/FLAGS GOLD 42" 8674223 Item # - 8674215	$ 80.99	4 DZN	$ 66.41	$ 265.64
WILSON GST COMPOSITE FOOTBALL - K2 Item # - 1297317	$ 35.99	6 EA	$ 29.51	$ 177.06
WILSON GST COMPOSITE FOOTBALL - TDJ Item # - 1297300	$ 35.99	6 EA	$ 29.51	$ 177.06
WILSON GST COMPOSITE FOOTBALL - TDY Item # - 1297294	$ 36.99	6 EA	$ 30.33	$ 181.98
WILSON K2 COMPOSITE PEEWEE FB Item # - 1239485	$ 32.99	6 EA	$ 27.05	$ 162.30
WILSON TDJ COMPOSITE JUNIOR FB Item # - 1239478	$ 32.99	6 EA	$ 27.05	$ 162.30
WILSON TDY COMPOSITE YOUTH FB Item # - 1239461	$ 33.99	6 EA	$ 27.87	$ 167.22
TACHIKARA SV5WS VOLLEYBALL Item # - TACSV5WS	$ 39.99	10 EA	$ 32.79	$ 327.90
TACHIKARA SV5W VOLLEYBALL Item # - TACSV5WX	$ 59.99	10 EA	$ 49.19	$ 491.90
SMOOTH GRIP VOLLEYBALL Item # - 1262667	$ 18.99	20 EA	$ 15.57	$ 311.40
SOFTBALL HOME PLATE Item # - BBSBHPXXY	$ 18.99	2 EA	$ 15.57	$ 31.14
RUBBER SOFTBALL BASES - EACH Item # - BBSBBEACY	$ 13.99	6 EA	$ 11.47	$ 68.82
TCB Atomic Ball set of 6 1371403 Item # - K10707	$ 65.99	2 SET	$ 54.11	$ 108.22
Stiga Pure Table Tennis Racquet - Yellow Item # - 1375146	$ 29.99	3 EA	$ 27.59	$ 82.77
Stiga Pure Table Tennis Racquet - Green 1375146 Item # - 1375147	$ 29.99	3 EA	$ 27.59	$ 82.77
Stiga Pure Table Tennis Racquet - Pink 1375146 Item # - 1375148	$ 29.99	3 EA	$ 27.59	$ 82.77
Stiga Pure Table Tennis Racquet - Blue 1375146 Item # - 1375149	$ 29.99	3 EA	$ 27.59	$ 82.77
Orange Table Tennis Balls 930 Item # - 930XXXXX	$ 49.99	4 GRO	$ 40.99	$ 163.96
TOURNAMENT TABLE TENNIS BALLS Item # - 918XXXXX	$ 65.99	4 GRO	$ 60.71	$ 242.84
VOIT FOAM SUPER 90 - PRISM PACK Item # - 1369509	$ 29.99	1 SET	$ 23.39	$ 23.39
VOIT 8.25" SPECIAL TUFF BALL SET OF 6 Item # - 1236149	$ 147.99	4 SET	$ 115.43	$ 461.72
LITE 80 BASKETBALL PRISM PACK-JR. Item # - 1307047	$ 64.99	3 SET	$ 51.65	$ 154.95

BSN SPORTS

DALLAS, TX 75209
Tel: 1-800-527-7510 Fax: 1-800-899-0149
Visit us at www.bsnsports.com

Quote

Quote #: 20747629
Purchase Order #: Quote Richard Volleyball
Cart Name:
Quote Date: 01/12/2016
Quote Valid-to: 03/30/2016
Payment Terms: NT30
Ship Via:
Ordered By: richard morin

Item Description		Qty	BuyBoard Price	Total
RAWLINGS ST5 PEEWEE COMPOSITE FOOTBALL Item # - 1059274	$ 27.99	6 EA	$ 22.95	$ 137.70
RAWLINGS ST5 JUNIOR COMPOSITE FOOTBALL Item # - 1059267	$ 30.99	6 EA	$ 25.41	$ 152.46
RAWLINGS ST5 YOUTH COMPOSITE FOOTBALL Item # - 1059250	$ 32.99	6 EA	$ 27.05	$ 162.30
MONSTER DOUBLE BALL CART Item # - 1162615	$ 429.99	2 EA	$ 352.59	$ 705.18

Texas Buy Board vendor

44012 (413-12)

discount plus free shipping

Subtotal:	$8,654.15
Other:	$0.00
Freight:	$0.00
Sales Tax:	$0.00
Order Total:	$8,654.15
Payment/Credit Applied:	$0.00
Order Total:	**$8,654.15**

Shopping Cart

Vendor	Description	Part Number	Price	Qty	Total
BSN Sports	Flag A Tag Belt W/Flags Scarle 42"	8674223	$66.41	4	$265.64
BSN Sports	Flag A Tag Belt W/Flags Gold 42"	8674215	$66.41	4	$265.64
BSN Sports	Wilson Gst Composite Football - K2	1297317	$29.51	6	$177.06
BSN Sports	Wilson Gst Composite Football - Tdj	1297300	$29.51	6	$177.06
BSN Sports	Wilson Gst Composite Football - Tdy	1297294	$30.33	6	$181.98
BSN Sports	Vb1000Xx Centerline Elite Al Vb System	VB100065	$3,219.99	1	$3,219.99
BSN Sports	Rubber Softball Bases - Each	BBSBBEACY	$11.47	6	$68.82
BSN Sports	Smooth Grip Volleyball	1262667	$15.57	40	$311.40
BSN Sports	Softball Home Plate	BBSBHPXXY	$15.57	4	$31.14
BSN Sports	Wilson K2 Composite Peewee Fb	1239485	$27.05	6	$162.30
BSN Sports	Wilson Tdj Composite Junior Fb	1239478	$27.05	6	$162.30
BSN Sports	Tachikara Sv5Ws Volleyball	TACSV5WS	$32.79	10	$327.90
BSN Sports	Tachikara Sv5W Volleyball	TACSV5WX	$49.19	10	$491.90
BSN Sports	Tcb Atomic Ball Set Of 6	K10707	$54.11	2	$108.22
BSN Sports	Rawlings St5 Peewee Composite Football	1059274	$22.95	6	$137.70
BSN Sports	Rawlings St5 Junior Composite Football	1059267	$25.41	6	$152.46
BSN Sports	Rawlings St5 Youth Composite Football	1059250	$27.05	6	$162.30
BSN Sports	Stiga Pure Table Tennis Racquet - Blue	1375149	$27.59	3	$82.77
BSN Sports	Stiga Pure Table Tennis Racquet - Green	1375147	$27.59	3	$82.77
BSN Sports	Stiga Pure Table Tennis Racquet - Pink	1375148	$27.59	3	$82.77
BSN Sports	Stiga Pure Table Tennis Racquet - Yellow	1375146	$27.59	3	$82.77
BSN Sports	Wilson Tdy Composite Youth Fb	1239461	$27.87	6	$167.22
BSN Sports	Monster Double Ball Cart	1162615	$352.59	2	$705.18

BSN Sports	Orange Table Tennis Balls	930XXXXX	$40.99	4	$163.96
BSN Sports	Tournament Table Tennis Balls	918XXXXX	$60.71	4	$242.84
BSN Sports	Voit Foam Super 90 - Prism Pack	1369509	$23.39	1	$23.39
BSN Sports	Lite 80 Basketball Prism Pack-Jr.	1307047	$51.65	3	$154.95
BSN Sports	Voit 8.25" Special Tuff Ball Set Of 6	1236149	$115.43	4	$461.72
				Grand Total:	**$8,654.15**

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Vendor Contract Information

Back

Vendor Name:	BSN Sports
Address:	P.O. Box 7726
	Dallas, TX 75209
Phone Number:	(800) 527-7510
Email:	bsnbid@bsnsports.com
Website:	http://www.bsnsports.com
Federal ID:	22-2795073
Contact:	Chris Bloomfield
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Athletic,PE,Gym Supplies,Equip., Heavy Duty Exercise Equip. & Acc.
Contract#:	413-12
Effective Date:	04/01/2013
Expiration Date:	03/31/2016
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Shipping Point
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Contract Exceptions:	see exceptions list
Quote Reference Number:	12-44012
Return Policy:	Call 800-527-7510 for RA number

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

AI-53063 Urban County 16. K.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Olga Lerma, URBAN COUNTY Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of the City of Mercedes is requesting authority to purchase equipment for the Mercedes Recreational Center. Purchase will be made from Office Depot, Inc. (contract # TCPN R142212 furniture contract) an approved vendor through Hidalgo County's membership and participation with The Cooperative Purchasing Network. The total amount of purchase is $874.40, utilizing FY 27 (2014) Public Service (General) - Mercedes Recreational Center funds.

BACKGROUND

The equipment will be utilized at the Mercedes Recreational Center. See attached quote.

Vendor: **Office Depot**
Purchase Amount: **$874.40**
Funds Available: $7,453.02 FY 27 (2014) Public Service (General) – Mercedes Recreational Center funds

---

Fiscal Impact

Attachments

City of Mercedes Equipment purchase Office Depot

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/22/2016 10:32 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Olga Lerma Started On: 01/22/2016 08:57 AM

Final Approval Date: 01/29/2016

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name Of Cooperative: TCPN
Person Contacted: John Hunsche
Name: Office Depot
Contract #: R142212 Phone: 1-630-634-2810

Item #	Description of Items	Quantity	List Price Per Unit	COOP Price Per Unit	Total Amount
1	Realspace Stacking Guest Chair w/ Arms - Black/Blue Maze	10	85.00	43.72	437.20
2	Realspace Stacking Guest Chair w/ Arms - Black Maze	10	85.00	43.72	437.20
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
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					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
	SHIPPING AND HANDLING				0.00
				TOTAL	874.40

Recommendation The City recommends purchase of chairs from Office Depot for the TV/Game Room at the new Mercedes Recreation Center. We look forward to a favorable response and approval.

Requested By: [signature] 01/12/2016 **UCP Deputy** [signature] 1-14-16
(USE BLUE INK) Date (USE BLUE INK) Date

JAN 12 2016
URBAN COUNTY

Office DEPOT

List name: Recreation Center-Dome

My Shopping List Details

Result **1** - **2** of **2**

Description	Your price	Quantity	Total
 Realspace® Stacking Guest Chair With Arms, 33 1/4"H x 22 1/2"W x 24 1/4"D, Black/Blue Maze **Item Number 562572 Entered Item # 562572** **Manufacturer # 701-20-655** **Category** Stacking Chairs **Group**	$43.72 / each	10	$437.20
 Realspace® Stacking Guest Chair With Arms, 33 1/4"H x 22 1/2"W x 24 1/4"D, Black Maze **Item Number 543564 Entered Item # 543564** **Manufacturer # 701-20-239** **Category** Stacking Chairs **Group**	$43.72 / each	10	$437.20

Page 1 Subtotal: $874.40

Total $874.40

Office DEPOT.

January 12, 2016

Quote for furniture using the **TCPN R142212** furniture contract.

Account: 34301700, CITY OF MERCEDES

Item 562572

List: $85.00/ea x10 = $850.00

TCPN price: $43.72/ea x10 = $437.20

Savings: $41.28/ea, total savings $412.80

Item 543564

List: $85.00/ea x10 = $850.00

TCPN price: $43.72/ea x10 = $437.20

Savings: $41.28/ea, total savings $412.80

Gmail by Google

Olga Rosas <orosas@cityofmercedes.com>

Furniture Quote

Florita Jimenez-Rodriguez <florita.jimenez@officedepot.com>
To: Olga Rosas <orosas@cityofmercedes.com>
Cc: John Hunsche <john.hunsche@officedepot.com>

Tue, Jan 12, 2016 at 11:09 AM

Hi Olga,

Thank you for your email. Please see the new updated price sheet. Everything stayed the same, so I just added in the date.

Thank you,

Florita Jimenez-Rodriguez

Account Manager | Office Depot, Inc.

605 S. Expressway 83 | Harlingen, TX 78550

Tel: 956.245.1878 (*ONLY number now)| florita.jimenez@officedepot.com

Office DEPOT. OfficeMax

Happy moments, Praise God; Difficult moments, Seek God; Quiet moments, Worship God; Painful moments, Trust God; Every moment, Thank God!

PS>It's not ONLY our products and services that make us a terrific partner....its our commitment to our Customer's Mission.....and our collective future. Please watch - Thank you for watching :)

https://www.youtube.com/watch?v=_U_BS6YWWbU
Pasadena ISD - Houston, TX

https://www.youtube.com/watch?v=xZSkUR9FZ70&list=PLrZ4shaFhEPoM94RYsDz-GBIjJ6AjPUAh&index=24

[Quoted text hidden]

Quote for furniture using the TCPN R142212 furniture contract.docx
14K

All Current Contracts

Download to Excel

Search: office depot

States Filter: All States

Diversity Status: Any Diversity States

Contract Age: All Contract Ages

Contract Categories: All Categories

Contract Title	Vendor	Contract Renewed Until	Potential Final Expiration	Contract Number
Janitorial Supplies, Equipment, Maint. and Repair	Office Depot	2/29/2016	2/28/2017	R5120
Technology Solutions	Office Depot-Technology	10/31/2016	10/31/2016	R5113
Managed Print Solutions	Office Depot	2/29/2016	2/28/2018	R5243
Office Supplies	Office Depot	2/28/2018	2/28/2020	R141703
School Supplies	Office Depot	1/31/2018	1/31/2020	R141605
Furniture and Installation	Office Depot	4/30/2018	4/30/2020	R142212

Showing 6 entries (Filtered from 315 entries)

Office Depot

VENDOR WEBSITE

Overview | Contract Documents | Contact | Janitorial | Copy & Print | Green | K-12 | Furniture | Catalog | Emergency Preparedness

General Questions

tcpn@officedepot.com

Nancy Davis

Program Manager – West Region

Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, New Mexico, Nevada, Oregon, Utah, Washington, Wyoming

602-317-5257

nancy.davis@officedepot.com

John Hunsche

Program Manager – Central Region

Arkansas, Illinois, Iowa, Kansas, Minnesota, Missouri, North Dakota, Nebraska, Oklahoma, South Dakota, Texas, Wisconsin

630-634-2810

john.hunsche@officedepot.com

TCPN®
The Cooperative Purchasing Network

February 27, 2015

Mr. Joe Siemianowski
Vice President, Furniture
Office Depot, Inc.
455 Eisenhower Lane South
Lombard, Illinois 60148

Re: Award of TCPN Contract # R142212

Dear Mr. Siemianowski:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on February 24, 2015, The Cooperative Purchasing Network (TCPN) is pleased to announce that after approval of the exceptions as agreed upon in the terms and conditions, Office Depot, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP# 14-22) submitted on December 10, 2014:

Commodity/Service	**Contractor**
Furniture & Installation	Office Depot, Inc.

The contract is effective May 1, 2015 and will expire on April 30, 2018. As indicated above, your TCPN Contract # is R142212. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/TCPN and Office Depot, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please feel free to contact Deborah Bushnell at 713.554.0460.

Sincerely,

Jason Wickel
President

11280 West Road ·Houston, Texas 77065
888.884.7695·Fax 800.458.0099·www.TCPN.org

Gmail by Google

Olga Rosas <orosas@cityofmercedes.com>

Mercedes Recreation Center Purchase

3 messages

Olga Rosas <orosas@cityofmercedes.com> Wed, Sep 16, 2015 at 6:42 PM

To: Monica Leal <monica.leal@co.hidalgo.tx.us>

Good Evening Monica;

Attached is the listing from Office Depot for the purchase of 20 chairs for the TV/Game Room at the new Recreation Center. We will be utilizing Public Services General (Mercedes Recreation Center) FY 27 funds. Please review and confirm pricing through TCPN upon your approval I shall submit all pertinent documentation. Thank you

--

Olga Irene Rosas
Finance Department
Grants/Fixed Asset Coord.
City of Mercedes
400 S. Ohio Ave.
Mercedes, Texas 78570
Phn: (956) 565-3114, Ext. 129
Fax: (956) 565-2209
Email: orosas@cityofmercedes.com

CCF09162015_0000.pdf
1840K

Monica Leal <monica.leal@co.hidalgo.tx.us> Mon, Oct 5, 2015 at 4:55 PM

To: Olga Rosas <orosas@cityofmercedes.com>

Ms. Olga,

Please proceed with submitting the documentation for this purchase. Also, please make sure that the contract number is listed somewhere on the quotes

Thank you

Monica Leal

From: "Olga Rosas" <orosas@cityofmercedes.com>
To: "Monica Leal" <monica.leal@co.hidalgo.tx.us>

AI-53116

Elections Administration 17. B.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion consideration and approval of layout and rerouting of voter traffic at the Hidalgo County Elections Annex located at 317 N. Closner, Edinburg, TX during the March 1, 2016 Primary Elections voting period.

BACKGROUND

Fiscal Impact

Attachments

Annex Diagram North

Annex Diagram South

Annex Layout Proposal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/26/2016 12:14 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Amanda Valdez Started On: 01/25/2016 05:06 PM

Final Approval Date: 01/29/2016


Proposed Elections Annex Layout for 2016 Primary Elections
W Peter St
W Peter St
N 10th Ave
Joe's Master Service Center
Mingo's Car Clinic
E Peter St
E Peter St
N Closner Blvd
Exit
In Person Voting Parking Area
Designated Electioneering Area
W Loeb St
W Loeb St
Exit
N 10th Ave
317 N Closner Blvd
E Loeb St
E Loeb St
Handicap Parking
Willie B's Barbeque
Main Entrance
Curbside Voting
In Person Voting
In-Person Pedestrian
In-Person Voting Entrance
Proposed Exit
Exit
Curbside Exit
Exit
Blocked Entryway
Traffic Direction

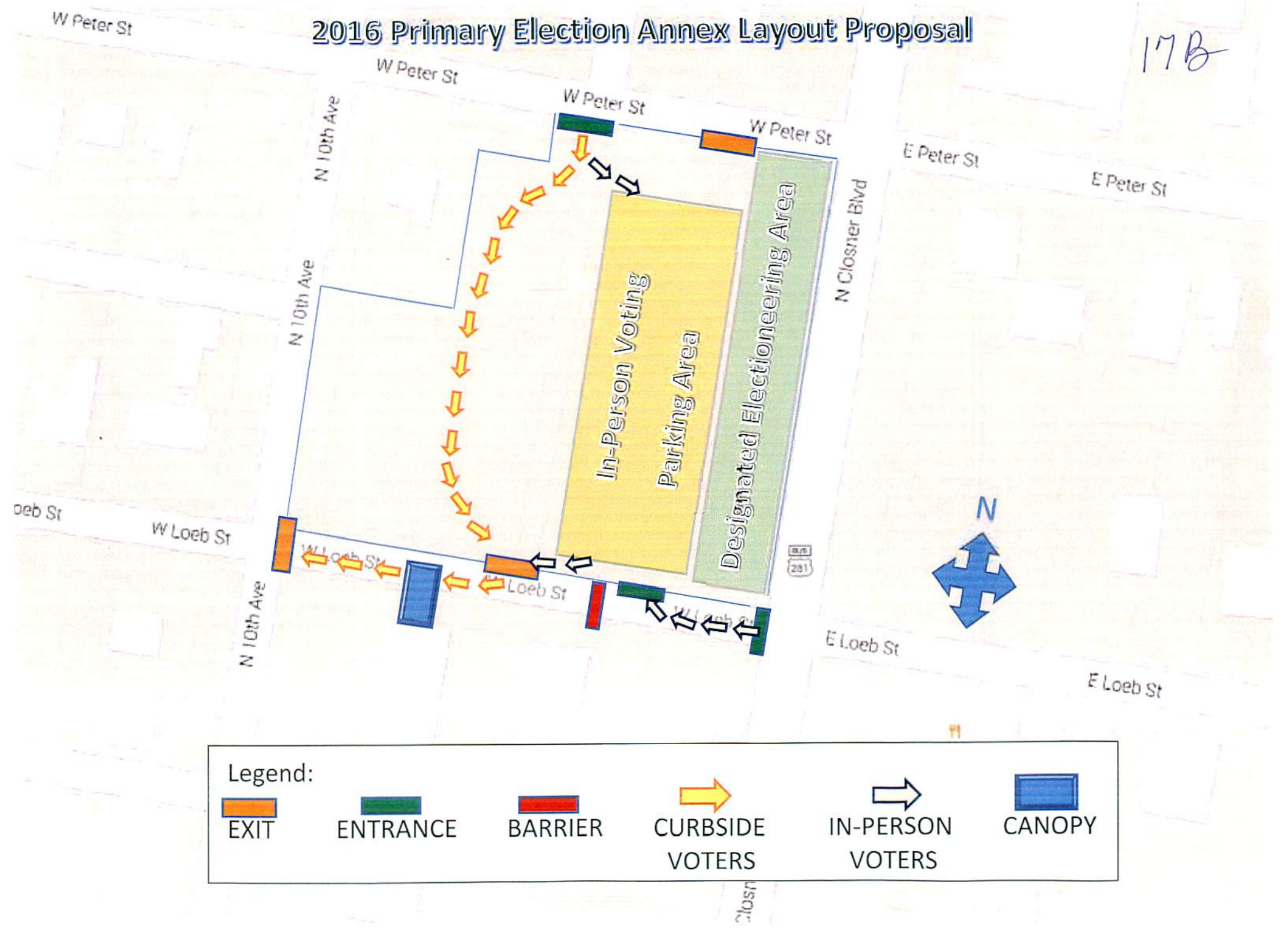
Proposed Elections Annex Layout for 2016 Primary Elections

(Handicap Accessible Entrance)



2016 Primary Election Annex Layout Proposal

17B



AI-53115

Elections Administration 17. C.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted By: Amanda Valdez, ELECTIONS DEPT.
Department: ELECTIONS DEPT.

Information

CAPTION

Discussion, consideration and approval of Early Voting mobile units for the March 1, 2016 Primary Elections.

BACKGROUND

Fiscal Impact

Attachments

Mobile 1
Mobile 2
backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/26/2016 12:14 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Amanda Valdez Started On: 01/25/2016 05:04 PM
Final Approval Date: 01/29/2016



Hidalgo County Elections

MARCH 1, 2016
PRIMARY ELECTION
MOBILE #1
EARLY VOTING SCHEDULE



DAY	DATE	HOURS	LOCATION
Monday	Feb. 15, 2016	**HOLIDAY**	**HOLIDAY**
Tuesday	Feb. 16, 2016	**7:30a.m. to 12:00p.m.**	**Court House Annex** *100 E. Cano Edinburg, TX*
		1:30p.m. to 5:30p.m.	**County Commissioner Pct. #4 Training Rm.** *1124 North M Rd. Edinburg, TX*
Wednesday	Feb. 17, 2016	**7:00a.m. to 7:00p.m.**	**STC Pecan Campus** *3201 W. Pecan Blvd. McAllen, TX*
Thursday	Feb. 18, 2016	**7:00a.m. to 7:00p.m.**	**STC Pecan Campus** *3201 W. Pecan Blvd. McAllen, TX*
Friday	Feb. 19, 2016	**7:30a.m. to 12:00p.m.**	**County Commissioner Pct. #1 Office** *1902 Joe Stephens Suite 101 Weslaco, TX*
		1:30p.m. to 7:00p.m.	**STC Mid Valley Campus** *400 N. Border Weslaco, TX*
Saturday	Feb. 20, 2016	**7:00a.m. to 7:00p.m.**	**Church of Christ** *1410 E 3 Mile Rd. Palmhurst, TX*
Sunday	Feb. 21, 2016	**10:00a.m. to 3:00p.m.**	**Church of Christ** *1410 E 3 Mile Rd. Palmhurst, TX*
Monday	Feb. 22, 2016	**7:30a.m. to 5:30p.m.**	**Hidalgo County Court House** *100 N. Closner Edinburg, TX*
Tuesday	Feb. 23, 2016	**7:00a.m. to 7:00p.m.**	**Doctors Hospital Renaissance** *5501 S. McColl Rd. Edinburg, TX*
Wednesday	Feb. 24, 2016	**7:00a.m. to 7:00p.m.**	**Doctors Hospital Renaissance** *5501 S. McColl Rd. Edinburg, TX*
Thursday	Feb. 25, 2016	**7:30a.m. to 12:00p.m.**	**County Commissioner Pct. #2 Office** *300 W. Hall Acres Rd. Pharr, TX*
		1:30p.m. to 6:30p.m.	**STC NAH Campus** *1101 E. Vermont McAllen, TX*
Friday	Feb. 26, 2016	**7:30a.m. to 5:30p.m.**	**Hidalgo Co. "New" Administration** *2800 S. Business Hwy 281 Edinburg, TX*

DRAFT

*******CALL (956) 318-2570 FOR GENERAL INFORMATION*******
Hidalgo County Elections Department, 101 South 10th Ave. Edinburg, TX. (Last Updated 1/12/16)



Hidalgo County Elections

MARCH 1, 2016
PRIMARY ELECTION
MOBILE #2
EARLY VOTING SCHEDULE



DAY	DATE	HOURS	LOCATION
Monday	Feb. 15, 2016	**HOLIDAY**	**HOLIDAY**
Tuesday	Feb. 16, 2016	**7:00a.m. to 7:00p.m.**	**PSJA High School** *805 W. Ridge San Juan, TX*
Wednesday	Feb. 17, 2016	**7:00a.m. to 7:00p.m.**	**Lone Star National Bank Corporate** *520 E. Nolana Ave.#110 McAllen, TX*
Thursday	Feb. 18, 2016	**7:00a.m. to 7:00p.m.**	**IBC Bank** *1 S. Broadway St. McAllen, TX*
Friday	Feb. 19, 2016	**7:00a.m. to 7:00p.m.**	**TLC Pharmacy & Medical Equipment** *1242 E. Business Hwy 83 Ste. Mission,TX*
Saturday	Feb. 20, 2016	**7:00a.m. to 7:00p.m.**	**Mission Regional Hospital** *900 S. Bryan Rd. Mission, TX*
Sunday	Feb. 21, 2016	**10:00a.m. to 3:00p.m.**	**OLS** *1108 W. Hackberry Ave. McAllen, TX*
Monday	Feb. 22, 2016	**7:00a.m. to 7:00p.m.**	**STC Mid Valley Campus** *400 N. Border Weslaco, TX*
Tuesday	Feb. 23, 2016	**7:00a.m. to 7:00p.m.**	**Doctors Hospital at Renaissance Women's Health** *5502 S. McColl Rd. Edinburg, TX*
Wednesday	Feb. 24, 2016	**7:00a.m. to 12:00p.m.**	**Edinburg Regional/ Children's Hospital** *1102 W. Trenton Rd. Edinburg, TX*
		2:00p.m. to 7:00p.m.	**McAllen Medical Center Hospital** *301 W. Expressway 83 McAllen, TX*
Thursday	Feb. 25, 2016	**7:00a.m. to 7:00p.m.**	**STC NAH Campus** *1101 E. Vermont McAllen, TX*
Friday	Feb. 26, 2016	**7:00p.m. to 7:00p.m.**	**Saenz Pharmacy** *1000 E. Expressway 83 Penitas, TX*

DRAFT

17C

Hidalgo County Elections Department
(Departamento de Elecciónes del Condado de Hidalgo)

March 1, 2016 Primary Elections
(Elecciones Primarias, 1 de Marzo del 2016)

Early Voting Schedule: Mobile #1
(Horario para Voto Adelantado: Móvil #1)

Day *(Día)*	**Date** *(Fecha)*	**Hours** *(Horas)*	**Location** *(Ubicación)*
Monday *(lunes)*	02/15/2016	**Holiday** *(Día Festivo)*	**HOLIDAY** *(DÍA FESTIVO)*
Tuesday *(martes)*	02/16/2016	7:30a.m. - 12:00p.m.	**Court House Annex** *100 E. Cano Edinburg, TX*
		1:30p.m. - 5:30p.m.	**County Commissioner Pct. #4 Training Rm.** *1124 North M Rd. Edinburg, TX*
Wednesday *(miércoles)*	02/17/2016	7:00a.m. - 7:00p.m.	**STC Pecan Campus** *3201 W. Pecan Blvd. McAllen, TX*
Thursday *(jueves)*	02/18/2016	7:00a.m. - 7:00p.m.	**STC Pecan Campus** *3201 W. Pecan Blvd. McAllen, TX*
Friday *(viernes)*	02/19/2016	7:30a.m. - 12:00p.m.	**County Commissioner Pct. #1 Office** *1902 Joe Stephens Suite 101 Weslaco, TX*
		1:30p.m. - 7:00p.m.	**STC Mid Valley Campus** *400 N. Border Weslaco, TX*
Saturday *(sábado)*	02/20/2016	7:00a.m. - 7:00p.m.	**Church of Christ** *1410 E 3 Mile Rd. Palmhurst, TX*
Sunday *(domingo)*	02/21/2016	10:00a.m. - 3:00p.m.	**Church of Christ** *1410 E 3 Mile Rd. Palmhurst, TX*
Monday *(lunes)*	02/22/2016	7:30a.m. - 5:30p.m.	**Hidalgo County Court House** *100 N. Closner Edinburg, TX*
Tuesday *(martes)*	02/23/2016	7:00a.m. - 7:00p.m.	**Doctors Hospital Renaissance** *5501 S. McColl Rd. Edinburg, TX*
Wednesday *(miércoles*	02/24/2016	7:00a.m. - 7:00p.m.	**Doctors Hospital Renaissance** *5501 S. McColl Rd. Edinburg, TX*
Thursday *(jueves)*	02/25/2016	7:30a.m. - 12:00p.m.	**County Commissioner Pct. #2 Office** *300 W. Hall Acres Rd. Pharr, TX*
		1:30p.m. - 6:30p.m.	**STC NAH Campus** *1101 E. Vermont McAllen, TX*
Friday *(viernes)*	02/26/2016	7:30a.m. - 5:30p.m.	**Hidalgo Co. "New" Administration** *2800 S. Business Hwy 281 Edinburg, TX*

****CALL (956) 318-2570 FOR GENERAL INFORMATION****

*****Llamar al (956) 318-2570 para Información General*****

Hidalgo County Elections Department *(Departamento de Elecciónes del Condado de Hidalgo)*, 101 South 10th Ave. Edinburg, TX.

Last Updated 1/12/16 *(ultima actualización 1/12/16)*



Hidalgo County Elections Department
(Departamento de Eleccióones del Condado de Hidalgo)



March 1, 2016 Primary Elections
(Elecciones Primarias, 1 de Marzo del 2016)
Early Voting Schedule: Mobile #2
(Horario para Voto Adelantado: Móvil #2)

Day *(Día)*	**Date** *(Fecha)*	**Hours** *(Horas)*	**Location** *(Ubicación)*
Monday *(lunes)*	02/15/2016	**Holiday** *(Día Festivo)*	**HOLIDAY** *(DÍA FESTIVO)*
Tuesday *(martes)*	02/16/2016	7:00a.m. - 7:00p.m.	**PSJA High School** *805 W. Ridge San Juan, TX*
Wednesday *(miércoles)*	02/17/2016	7:00a.m. - 7:00p.m.	**Lone Star National Bank Corporate** *520 E. Nolana Ave.#110 McAllen, TX*
Thursday *(jueves)*	02/18/2016	7:00a.m. - 12:00p.m.	**Juarez Lincoln HS** *7801 W. Mile 7 Line La Joya, TX*
		1:00p.m. - 5:00p.m.	**IBC Bank** *1 S. Broadway St. McAllen, TX*
Friday *(viernes)*	02/19/2016	7:00a.m. - 7:00p.m.	**TLC Pharmacy & Medical Equipment** *1242 E Business Hwy 83 Mission, TX*
Saturday *(sábado)*	02/20/2016	7:00a.m. - 7:00p.m.	**Mission Regional Hospital** *900 S. Bryan Rd. Mission, TX*
Sunday *(domingo)*	02/21/2016	10:00a.m. - 3:00p.m.	**OLS** *1108 W. Hackberry Ave. McAllen, TX*
Monday *(lunes)*	02/22/2016	7:00a.m. - 7:00p.m.	**STC Mid Valley Campus** *400 N. Border Weslaco, TX*
Tuesday *(martes)*	02/23/2016	7:00a.m. - 7:00p.m.	**Doctors Hospital at Renaissance Women's Health** *5501 S. McColl Rd. Edinburg, TX*
Wednesday *(miércoles)*	02/24/2016	7:00a.m. - 12:00p.m.	**Edinburg Regional/ Children's Hospital** *1102 W. Trenton Rd. Edinburg, TX*
		2:00p.m. – 7:00p.m.	**McAllen Medical Center Hospital** *301 W. Expressway 83 McAllen, TX*
Thursday *(jueves)*	02/25/2016	7:00a.m. - 7:00p.m.	**STC NAH Campus** *1101 E. Vermont McAllen, TX*
Friday *(viernes)*	02/26/2016	7:00a.m. - 7:00p.m.	**Saenz Pharmacy** *1000 E. Expressway 83 Penitas, TX*

****CALL (956) 318-2570 FOR GENERAL INFORMATION****

*****Llamar al (956) 318-2570 para Información General*****

AI-53114

Elections Administration 17. D.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted By: Amanda Valdez, ELECTIONS DEPT.
Department: ELECTIONS DEPT.

Information

CAPTION

Approval of 2016 Primary Election Service Contract between the Hidalgo County Elections Department and the Hidalgo County Republican Party to be held on March 1, 2016.

BACKGROUND

Fiscal Impact

Attachments

REP Contract
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/26/2016 12:14 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Amanda Valdez Started On: 01/25/2016 05:01 PM
Final Approval Date: 01/29/2016

2016 PRIMARY ELECTION SERVICE CONTRACT
WITH THE COUNTY ELECTIONS OFFICER
STATE OF TEXAS, COUNTY OF HIDALGO

This contract is made and entered into this ____ day of _____, 2016, by and between the HIDALGO COUNTY REPUBLICAN PARTY, acting by and through the Chair of its County Executive Committee, Sergio Sanchez, hereinafter referred to as "Party," and YVONNE RAMÓN, County Election Officer of Hidalgo County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code, relating to the conduct and supervision of the Hidalgo County Republican Party's Primary Election on March 1, 2016 (hereinafter referred to as the "election"), and the Hidalgo County Republican Party's Primary Runoff Election, if necessary, on May 24, 2016 (hereinafter referred to as the "runoff election").

This contract is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

1. Duties and Services of the Contracting Officer. The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and the runoff election:

1.1 Promptly after being advised by the Party of the designated polling places, contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.

1.2 Conduct one or more election schools before the Election and if necessary before the Runoff Election, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §120(a) & 81.121(c).)

1.3 The Contracting Officer and the Party agree that if necessary the Party may conduct additional election schools for student election clerks.

1.4 Code, or arrange to have coded, the ballot.

1.5 Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the Texas Secretary of State (hereinafter referred to as "SOS"), respectively.

1.6 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths; will not include the preparation or distribution of political party packets.

1.7 Procure all necessary voting machines and equipment, prepare them for use at the early voting locations and at the election day polling places, and transport them to and from the early voting locations and at the election day polling places.

1.8 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.

1.9 Obtain voter registration lists from the voter registrar to be used during early voting and on Election Day.

1.10 As requested by the Party, assist in the general overall supervision of the election and the runoff election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the Party who are responsible for holding the election and the runoff election.

1.11 For a fee of $250, prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113(f), Texas Election Code, submit Election night Returns ("ENR") electronically to the Texas Secretary of State (hereinafter referred to as "SOS") in the form requested by the SOS in accordance with Chapter 68, Texas Election Code, and prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, mail ballot votes, provisional votes received, and provisional votes counted that are received in each county election precinct by each candidate for a county office, statewide office, or the offices of President and Vice President of the United States, U.S. Senator, U.S. Representative, state senator, state representative, county commissioner, county constable, county justice of the peace, in accordance with Sections 67.017 and 172.124, Texas Election Code.

1.12 Provide unlimited on-site and remote technical support during election and runoff election at a fee of $500 as allowed by SOS administrative rules or advisories relating to primary funds.

1.13 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that will perform these functions in the county for elections ordered by the governor, the county judge, or commissioners court.

2. Duties and Services of the Party. The Party shall be responsible for performing the following duties in connection with the election and runoff election:

2.1 As soon as possible after December 1, 2015, in accordance with Sections 42.002(a)(3), 42.009, and 43.003, Texas Election Code, determine whether there will be a consolidation of county voting precincts for the election and runoff election, designate the polling place for each voting precinct for the election and runoff election, and advise the Contracting Officer of any such consolidations and the names and addresses of the polling places and the contact persons for them no later than 5:00pm on December 7, 2015. If the information is not provided by this deadline the Party assumes responsibility for securing all Election Day poll locations. The party must then notify the contracting officer of the Election Day poll locations as required to code the election.

2.2 Prepare and provide to the Contracting Officer the number of DRE's and election workers per poll location, and the number of paper ballots per precinct. Not to exceed 80 iVo and 75 ADA DRE's or 75 poll locations.

2.3 With the assistance of the Elections Department, appoint a presiding and an alternate judge for each Election Day polling place, a presiding and an alternate judge for the central counting station, and a presiding judge for the early voting ballot board/signature verification committee and promptly provide the names and contact information to the Contracting Officer. It is the responsibility of the presiding judges to appoint the appropriate number of election clerks. The Party must promptly provide to the contracting officer the names and contact information of all election workers so that they may be contacted for training schools no later than February 1, 2016.

2.4 Party Chair or designee must be present at the Elections Administration Office, 101 S. 10th Ave., Edinburg, TX at 5:30am on Election Day to confirm attendance of all poll location workers. If any poll workers are not in attendance, the Party must have alternate replacements ready to fill in vacancies.

2.5 Notify the election judges of the election and runoff election in accordance with Section 4.007, Texas Election Code.

2.6 In accordance with Section 172.1112, Texas Election Code, post notices of the election and runoff election and notices of consolidated precincts on the bulletin board used for posting notices of meetings of commissioner's court. The notices must contain the information set forth in Section 4.004, Texas Election Code, and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.

2.7 The day after the final candidate filing deadline (or, in the case of a runoff election, after the canvass of the election), to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing so that ballots going overseas may be mailed no later than forty-five (45) days before the election dates for the election and runoff election, certify in writing to the Contracting Officer (i) the candidates' names as they are to appear on the ballot and offices, (ii) included with the certified listing of the candidate's name provide the first page of each candidate's application for a place on the ballot for verification of candidate names, and (iii) any referenda under Section 172.087, Texas Election Code, in English and Spanish that are to appear on the ballot.

2.8 Supervise the overall conduct of Election Day in the county, including the tabulation of results as set forth in Section 31.092(d), Texas Election Code.

2.9 Pay wages to precinct election judges, alternate judges, election clerks, members of the early voting ballot board/signature verification committee, and central counting station personnel other than regularly or temporarily employed Elections Department personnel. (Party Chair or designee must be present to oversee employees)

2.10 Early Voting Ballot Board will organize the applications for ballot by mail in alphabetical order after the ballot board proceedings have been completed.

2.11 As allowed by Texas Election Code 31.098, the Party authorizes the Contracting Officer to contract with third party persons for election services and supplies and provide that the officer will pay the claims for those election expenses and that the Contracting Officer will make the payments directly

to the claimants after which the Party is responsible to reimburse the Contracting Officer with Primary or Party funds, whichever is applicable.

3. Compensation, Billing, and Payment.

3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer for the actual expenses s/he incurs in accordance with Section 31.100, Texas Election Code, and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; coding the ballot; logic and accuracy testing; and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.

3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer a fee of 10% of the total amount of the Contract (but not less than $75) in accordance with Section 31.100(d), Texas Election Code.

3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will require that money from the Party be paid in advance to conduct the election and runoff election, which payment must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.

3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer in a county with a population of 100,000 or more will seek direct payment of actual expenses incurred by the Contracting Officer in connection with the election and runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.

3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer requests the Party to pay directly to the precinct election and alternate judge, election clerks, members of the Early Voting Ballot Board/Signature Verification Committee, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election.

3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate. The Party and the Contracting Officer acknowledge that the cost of the election and runoff election is paid for from the county primary fund described in Section 173.031, Texas Election Code, with the county paying for the cost of early voting including any mobile voting units in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.

3.7 As soon as reasonably possible after the election and runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses s/he incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer/s fee as described in Paragraph 3.2 above.

The invoice shall reflect any advance monies paid under Paragraph 3.3 and any direct payments made under Paragraph 3.4. The Contracting Officer will use his/her best efforts to submit the invoice within thirty (30) days after the election and/or within ten (10) days after the runoff election.

3.8 After the election and runoff election and as soon as practicable, and only after receiving final invoices from third party vendors, The Contracting Officer's invoice shall be due and payable by the Party to the address set forth in the invoice within thirty (30) days after its receipt by the Party. If the Party disputes any portion of the invoice, the Party shall notify the Contracting Officer within such thirty (30) day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.

4. Early Voting. In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and runoff election, both with respect to early voting in person, mobile voting, and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot coding for use of the voting system, as set forth in the administrative rules promulgated by the SOS.

5. Voting System. The voting system to be used in the election and runoff election is Elections Systems and Software, Inc. iVotronic Touch Screen Voting System.

6. Acknowledgement of Shared Polling Places. The Party acknowledges that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places with the other political party. The Party acknowledges that if there is not enough county-owned election equipment to satisfy the requests of both political parties, commissioner's court shall allocate the equipment among the political parties requesting it, in accordance with Section 51.035, Texas Election Code.

7. General Provisions.

7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election and runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code.

7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.

7.3 The Contracting Officer shall file copies of this contract with the County Treasurer and the County Auditor of Hidalgo County, Texas.

7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.

7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the SOS under Chapter 173, Texas Election Code. Both parties acknowledge that the Party

should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes, and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statute.

7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or to the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:
Yvonne Ramón
101 S. 10th Ave.
Edinburg, TX 78539
956-318-2570
elections@co.hidalgo.tx.us

For the Party:

7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

The Contracting Officer	**The Party**
By: _____	By: _____
Title: Elections Administrator	Title: County Chair
Date: _____	Date: _____

The State of Texas §
County of Hidalgo §

Before me, the undersigned authority, on this day personally appeared **Yvonne Ramón** and _____known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed. Given under my hand and seal of the office on this ____ **day of _____, 2015.**

_____
Signature of Officer Administering Oath

(SEAL)

_____
Title

Zimbra **debbie.tamez@co.hidalgo.tx.us**

Legal Approval

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Mon, Feb 01, 2016 04:54 PM
Subject : Legal Approval
To : 'Amanda Valdez' <amanda.valdez@co.hidalgo.tx.us>
Cc : debbie tamez <debbie.tamez@co.hidalgo.tx.us>, 'Yvonne Ramon' <yvonne.ramon@co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Valdez,

Our office had previously reviewed the proposed 2016 Republican Party Primary Election Service Contract. We have reviewed the executed agreement, and it is commensurate with our prior review. As such, our office approves as to the form of the contract.

Thank you for all of your hard work.

Sincerely,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 292-7609 EXT. 8185
(956) 318-2079 FAX
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AI-53090

Elections Administration 17. E.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted By: Amanda Valdez, ELECTIONS DEPT.
Department: ELECTIONS DEPT.

Information

CAPTION

Approval of 2016 Primary Election Service Contract between the Hidalgo County Elections Department and the Hidalgo County Democratic Party to be held on March 1, 2016.

BACKGROUND

Fiscal Impact

Attachments

DEM Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/26/2016 12:06 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Amanda Valdez Started On: 01/22/2016 04:06 PM

Final Approval Date: 01/29/2016

2016 PRIMARY ELECTION SERVICE CONTRACT
WITH THE COUNTY ELECTIONS OFFICER
STATE OF TEXAS, COUNTY OF HIDALGO

This contract is made and entered into this ____ day of _____, 2016, by and between the HIDALGO COUNTY DEMOCRATIC PARTY, acting by and through the Chair of its County Executive Committee, Ricardo Godinez, hereinafter referred to as "Party," and YVONNE RAMÓN, County Election Officer of Hidalgo County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code, relating to the conduct and supervision of the Hidalgo County Democratic Party's Primary Election on March 1, 2016 (hereinafter referred to as the "election"), and the Hidalgo County Democratic Party's Primary Runoff Election, if necessary, on May 24, 2016 (hereinafter referred to as the "runoff election").

This contract is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

1. Duties and Services of the Contracting Officer. The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and the runoff election:

1.1 Promptly after being advised by the Party of the designated polling places, contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.

1.2 Conduct one or more election schools before the Election and if necessary before the Runoff Election, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §120(a) & 81.121(c).)

1.3 The Contracting Officer and the Party agree that if necessary the Party may conduct additional election schools for student election clerks.

1.4 Code, or arrange to have coded, the ballot.

1.5 Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the Texas Secretary of State (hereinafter referred to as "SOS"), respectively.

1.6 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths; will not include the preparation or distribution of political party packets.

1.7 Procure all necessary voting machines and equipment, prepare them for use at the early voting locations and at the election day polling places, and transport them to and from the early voting locations and at the election day polling places.

1.8 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.

1.9 Obtain voter registration lists from the voter registrar to be used during early voting and on Election Day.

1.10 As requested by the Party, assist in the general overall supervision of the election and the runoff election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the Party who are responsible for holding the election and the runoff election.

1.11 For a fee of $250, prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113(f), Texas Election Code, submit Election night Returns ("ENR") electronically to the Texas Secretary of State (hereinafter referred to as "SOS") in the form requested by the SOS in accordance with Chapter 68, Texas Election Code, and prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, mail ballot votes, provisional votes received, and provisional votes counted that are received in each county election precinct by each candidate for a county office, statewide office, or the offices of President and Vice President of the United States, U.S. Senator, U.S. Representative, state senator, state representative, county commissioner, county constable, county justice of the peace, in accordance with Sections 67.017 and 172.124, Texas Election Code.

1.12 Provide unlimited on-site and remote technical support during election and runoff election at a fee of $500 as allowed by SOS administrative rules or advisories relating to primary funds.

1.13 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that will perform these functions in the county for elections ordered by the governor, the county judge, or commissioners court.

2. Duties and Services of the Party. The Party shall be responsible for performing the following duties in connection with the election and runoff election:

2.1 As soon as possible after December 1, 2015, in accordance with Sections 42.002(a)(3), 42.009, and 43.003, Texas Election Code, determine whether there will be a consolidation of county voting precincts for the election and runoff election, designate the polling place for each voting precinct for the election and runoff election, and advise the Contracting Officer of any such consolidations and the names and addresses of the polling places and the contact persons for them no later than 5:00pm on December 7, 2015. If the information is not provided by this deadline the Party assumes responsibility for securing all Election Day poll locations. The party must then notify the contracting officer of the Election Day poll locations as required to code the election.

2.2 Prepare and provide to the Contracting Officer the number of DRE's and election workers per poll location, and the number of paper ballots per precinct. Not to exceed 250 iVo and 75 ADA DRE's or 75 poll locations.

2.3 Appoint a presiding and an alternate judge for each Election Day polling place, a presiding and an alternate judge for the central counting station, and a presiding judge for the early voting ballot board/signature verification committee and promptly provide the names and contact information to the Contracting Officer. It is the responsibility of the presiding judges to appoint the appropriate number of election clerks. The Party must promptly provide to the contracting officer the names and contact information of all election workers so that they may be contacted for training schools no later than February 1, 2016.

2.4 Party Chair or designee must be present at the Elections Administration Office, 101 S. 10th Ave., Edinburg, TX at 5:30am on Election Day to confirm attendance of all poll location workers. If any poll workers are not in attendance, the Party must have alternate replacements ready to fill in vacancies.

2.5 Notify the election judges of the election and runoff election in accordance with Section 4.007, Texas Election Code.

2.6 In accordance with Section 172.1112, Texas Election Code, post notices of the election and runoff election and notices of consolidated precincts on the bulletin board used for posting notices of meetings of commissioner's court. The notices must contain the information set forth in Section 4.004, Texas Election Code, and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.

2.7 The day after the final candidate filing deadline (or, in the case of a runoff election, after the canvass of the election), to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing so that ballots going overseas may be mailed no later than forty-five (45) days before the election dates for the election and runoff election, certify in writing to the Contracting Officer (i) the candidates' names as they are to appear on the ballot and offices, (ii) included with the certified listing of the candidate's name provide the first page of each candidate's application for a place on the ballot for verification of candidate names, and (iii) any referenda under Section 172.087, Texas Election Code, in English and Spanish that are to appear on the ballot.

2.8 Supervise the overall conduct of Election Day in the county, including the tabulation of results as set forth in Section 31.092(d), Texas Election Code.

2.9 Pay wages to precinct election judges, alternate judges, election clerks, members of the early voting ballot board/signature verification committee, and central counting station personnel other than regularly or temporarily employed Elections Department personnel. (Party Chair or designee must be present to oversee employees)

2.10 Early Voting Ballot Board will organize the applications for ballot by mail in alphabetical order after the ballot board proceedings have been completed.

2.11 As allowed by Texas Election Code 31.098, the Party authorizes the Contracting Officer to contract with third party persons for election services and supplies and provide that the officer will pay the claims for those election expenses and that the Contracting Officer will make the payments directly

to the claimants after which the Party is responsible to reimburse the Contracting Officer with Primary or Party funds, whichever is applicable.

3. Compensation, Billing, and Payment.

3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer for the actual expenses s/he incurs in accordance with Section 31.100, Texas Election Code, and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; coding the ballot; logic and accuracy testing; and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.

3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer a fee of 10% of the total amount of the Contract (but not less than $75) in accordance with Section 31.100(d), Texas Election Code.

3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will require that money from the Party be paid in advance to conduct the election and runoff election, which payment must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.

3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer in a county with a population of 100,000 or more will seek direct payment of actual expenses incurred by the Contracting Officer in connection with the election and runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.

3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer requests the Party to pay directly to the precinct election and alternate judge, election clerks, members of the Early Voting Ballot Board/Signature Verification Committee, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election.

3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate. The Party and the Contracting Officer acknowledge that the cost of the election and runoff election is paid for from the county primary fund described in Section 173.031, Texas Election Code, with the county paying for the cost of early voting including any mobile voting units in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.

3.7 As soon as reasonably possible after the election and runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses s/he incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer/s fee as described in Paragraph 3.2 above.

The invoice shall reflect any advance monies paid under Paragraph 3.3 and any direct payments made under Paragraph 3.4. The Contracting Officer will use his/her best efforts to submit the invoice within thirty (30) days after the election and/or within ten (10) days after the runoff election.

3.8 After the election and runoff election and as soon as practicable, and only after receiving final invoices from third party vendors, The Contracting Officer's invoice shall be due and payable by the Party to the address set forth in the invoice within thirty (30) days after its receipt by the Party. If the Party disputes any portion of the invoice, the Party shall notify the Contracting Officer within such thirty (30) day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.

4. Early Voting. In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and runoff election, both with respect to early voting in person, mobile voting, and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot coding for use of the voting system, as set forth in the administrative rules promulgated by the SOS.

5. Voting System. The voting system to be used in the election and runoff election is Elections Systems and Software, Inc. iVotronic Touch Screen Voting System.

6. Acknowledgement of Shared Polling Places. The Party acknowledges that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places with the other political party. The Party acknowledges that if there is not enough county-owned election equipment to satisfy the requests of both political parties, commissioner's court shall allocate the equipment among the political parties requesting it, in accordance with Section 51.035, Texas Election Code.

7. General Provisions.

7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election and runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code.

7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.

7.3 The Contracting Officer shall file copies of this contract with the County Treasurer and the County Auditor of Hidalgo County, Texas.

7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.

7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the SOS under Chapter 173, Texas Election Code. Both parties acknowledge that the Party

should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes, and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statute.

7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or to the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:
Yvonne Ramón
101 S. 10th Ave.
Edinburg, TX 78539
956-318-2570
elections@co.hidalgo.tx.us

For the Party:

7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

The Contracting Officer	**The Party**
By: _____	By: _____
Title: Elections Administrator	Title: County Chair
Date: _____	Date: _____

The State of Texas §
County of Hidalgo §

Before me, the undersigned authority, on this day personally appeared **Yvonne Ramón** and _____known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed. Given under my hand and seal of the office on this ____ **day of _____, 2016.**

_____
Signature of Officer Administering Oath

(SEAL)

_____
Title

AI-53088

Elections Administration 17. F.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion, consideration and action requesting permission to post a list of voters whose mail ballot has been received in our office with the Early Voting rosters we currently post on the Hidalgo County Elections Department's website as per Election Code Section 87.121 Early Voting Rosters.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

AG Opinion

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/22/2016 04:20 PM
Glinda Pacheco	Glinda Pacheco	01/28/2016 09:54 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Amanda Valdez Started On: 01/22/2016 03:48 PM

Final Approval Date: 01/29/2016

Zimbra **amanda.valdez@co.hidalgo.tx.us**

ABBM List Online

From : Melissa Alvarez <melissa.alvarez@co.hidalgo.tx.us> Fri, Jan 22, 2016 03:28 PM

Subject : ABBM List Online

To : 'Amanda Valdez' <amanda.valdez@co.hidalgo.tx.us>

Cc : yvonne ramon <yvonne.ramon@co.hidalgo.tx.us>

Amanda,

As per the Secretary of State and Attorney General office, the list of mail ballots received may be posted online. He are two sections from the Election Code that apply to the early voting rosters.

Sec. 87.121. Early voting rosters. (a) The early voting clerk shall maintain for each election a roster listing
each person who votes an early voting ballot by personal appearance and a roster listing each person to whom
an early voting ballot to be voted by mail is sent.
(b) For each person listed, the applicable roster must include:
(1) the person's name, address, and voter registration number;
(2) an identification of the person's county election precinct of registration; and
(3) the date of voting or the date the ballot was mailed to the person, as applicable.
(c) Each roster shall be updated daily.
(d) Each roster may be maintained in any form approved by the secretary of state.
(e) The clerk shall preserve each roster after the election for the period for preserving the precinct election
records.
(f) Information on the roster for a person to whom an early voting mail ballot has been sent is not available for
public inspection, except to the voter seeking to verify that the information pertaining to the voter is
accurate, until the first business day after election day.

(g) Information on the roster for a person who votes an early voting ballot by personal appearance shall be
made available for public inspection not later than the beginning of regular business hours on the day after
the date the information is entered on the roster under Subsection (c).
(h) Information on the roster for a person who votes an early voting ballot by mail shall be made available for
public inspection not later than the day following the day the early voting clerk receives a ballot voted by mail.

Sec. 1.012. Public inspection of election records. (a) Subject to Subsection (b), an election record that is
public information shall be made available to the public during the regular business hours of the record's
custodian.
(b) For the purpose of safeguarding the election records or economizing the custodian's time, the custodian
may adopt reasonable rules limiting public access.
(c) Except as otherwise provided by this code or Chapter 552, Government Code, all election records are
public information.
(d) In this code, "election record" includes:
(1) anything distributed or received by government under this code;
(2) anything required by law to be kept by others for information of government under this code; or
(3) a certificate, application, notice, report, or other document or paper issued or received by government under this code.

Please let me know if you need any additional information.

Thank you,
Melissa Alvarez
Elections Operations Manager
melissa.alvarez@co.hidalgo.tx.us
Office: (956) 318-2570
Fax: (956) 393-2039

AI-52956 Head Start 18. A.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Edmundo Garcia, HEAD START

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Texas A&M University Health Science Center

BACKGROUND

Policy Council Approval: 01.20.16

Fiscal Impact

Attachments

MOU w Texas A&M

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/21/2016 10:07 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Linda Galaviz Started On: 01/14/2016 08:29 AM

Final Approval Date: 01/29/2016

Hidalgo County Head Start Program
Policy Council Agenda

DATE: January 20, 2016

SUBJECT: Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Texas A&M University Health Science Center

RATIONALE/NEED: Memorandum of Understanding (MOU) is to collaborate with Texas A&M University Health Science Center in conducting education and outreach program involving the disease process of asthma in children ages three to five years old.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandum of Understanding

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INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

Memorandum of Understanding

Hidalgo County Head Start Program
And
Texas A&M University Health Science Center

The Texas A&M Health Science Center, a member of The Texas A&M University System, an agency of the State of Texas, on behalf of the Texas A&M School of Public Health Community-Based Pediatric Asthma Education and Intervention Program (hereinafter referred to as "HSC-SPH") and Hidalgo County Head Start Program (hereinafter referred to as "HCHSP") agrees to collaborate on a two year education and outreach program involving the disease process of asthma in children ages three (3) to five (5) years old. The program's focus is on using a holistic approach for case management, control of asthma triggers, and medication assistance that will provide the components for all parents and children to manage asthma, prevent asthma attacks and thus control their disease. The program will conduct assessment for asthma risk factors in both diagnosed and undiagnosed children and provide parents with asthma home management, education and follow up. The program aims at improving quality of life and providing cost saving management for children & families affected by asthma.

Center Sites

The names and addresses of the HCHSP sites that will be serviced by HSC-SPH Community-Based Pediatric Asthma Education and Intervention Program are listed below.

Weslaco I Head Start
310 N. Kansas
Weslaco, TX 78596

Weslaco III Head Start
1317 W. Exp. 83
Weslaco, TX 78596

Donna II Head Start
1715 Miller Ave.
Donna, TX 78537

La Herencia Head Start
100 La Herencia Drive
Mercedes, TX 78570

La Estancia Head Start
3601 E. Mile 8 North
Weslaco, TX 78596

Donna IV Head Start
202 West South Avenue
Donna, TX 78537

Mercedes Head Start
1100 W. Expressway 83
Mercedes, TX 78570

Donna I Head Start
1402 Silver Ave.
Donna, TX 78537

RESPONSIBILITIES OF THE PARTIES:

1. HSC-SPH Community-Based Pediatric Asthma Education and Intervention Program will coordinate services with the designated Hidalgo County Head Start Program personnel. Services will be rendered according to the agreed upon evidence based tools for assessment, management and a protocol for referring participants will be developed. HSC-SPH Community-Based Pediatric Asthma Education and Intervention Program shall obtain parent consent for each child enrolled at the center sites prior to initiation of the Community-Based Pediatric Asthma Education and Intervention Program.
2. All referrals to the intervention Specialist will be attained through the designated Hidalgo County Head Start Program representative.

3. HSC-SPH Community-Based Pediatric Asthma Education and Intervention Program and Hidalgo County Head Start Program will cooperate fully to make it possible for individuals/families to receive services, as detailed in the interventions listed below:

- Children enrolled in Head Start, and NOT currently diagnosed with asthma, after having obtained parental consent, will be screened for risk factors via the Academy of Pediatric Children's Health Survey on Asthma (CHSA). The CHSA is a validated tool and the survey will be conducted via parent interview.

    - Children identified as "at risk", and their parents, will be referred to child's medical home for diagnosis.

    - Children already diagnosed with asthma already with an Individualized Asthma Action Plan, and their parents, will be invited to participate in the educational program provided by Promotoras and overseen by Dr. Genny Carrillo.

Both intervention groups will receive education and instruction on Asthma management as follows:

- Learning to recognize asthma signs & symptoms
- How to manage an acute asthma attack
- Proper use of medications, spacers and peak flow meters
- How to decrease asthma triggers in the home environment by keeping it dry, clean, ventilated, pest-free, safe, contaminant free, and decreasing hazardous exposure.

Additionally, as part of the educational intervention, allergen repelling covers for mattresses and pillows will be provided to all children that will be followed at their households, as well as spacers.

Through this 2 year collaboration, HSC-SPH Community-Based Pediatric Asthma Education and Intervention Program and Hidalgo County Head Start Program will collect data to show families' increased knowledge on asthma management, improved quality of life and enhanced understanding of health care utilization. The following surveys will be conducted at 3, 6, 9, & 12 month intervals to adequately measure knowledge gained from this research project:

- Academy of Pediatrics Children's Health Survey on Asthma (CHSA)
- Asthma Home Environment and Trigger Checklist (AHEAT)
- Healthy Homes Pre and Post-test Knowledge Survey
- Exit Behavioral Survey
- Satisfaction Survey

4. Hidalgo County Head Start Program and HSC-SPH Community-Based Pediatric Asthma Education and Intervention Program staff will maintain confidentiality requirements in accordance with federal law as well as State of Texas law.

Insurance

The liability of The Texas A&M University System for personal injury and property damage is controlled by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are $250,000 for each person, $500,000 for each single occurrence for bodily injury or death and $100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the System as a state agency, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.

The Texas A&M University System is self-insured for Workers' Compensation Insurance provided by Chapter 502 of the Texas Labor Code. Benefits are provided in accordance with the provisions of that law.

Stated-owned vehicles of universities and agencies of The Texas A&M University System are exempt from compulsory liability insurance requirements of the State of Texas. This exemption appears in Subtitle D Motor Vehicle Safety Responsibility; Chapter 601 Motor Vehicle Safety Responsibility Act; Subchapter A General Provisions; Section 007 Applicability of Chapter to Government Vehicle. As such, auto liability coverage is provided under The Texas A&M University System Auto Liability Plan with the following limits of $250,000/$500,000/$100,000.

Indemnification

TAMHSC, to the extent allowed by the Constitution and laws of the State of Texas, and HCHSP each agree to indemnify and hold the other harmless from and against any and all losses, claims, demands, damages, liabilities and costs directly or indirectly arising from or related to such indemnifying party's negligence or willful misconduct or that of its officers, employees, affiliates, contractors and agents, except in all cases to the extent arising from the negligence or intentional misconduct of the indemnified party or their respective officers, employees, affiliates, contractors or agents. Under no circumstances shall either Party be liable to the other Party for any special, indirect or consequential damages, including without limitation, lost profits or cost of capital.

Confidentiality

TAMHSC and HCHSP wish to exchange certain information, certain parts of which may be proprietary, confidential, and have value to that party. The parties wish to protect this information from unauthorized disclosure or use, so the parties are willing to disclose and receive this information on the following terms and conditions. In consideration of the parties' discussions and any access of the Receiving Party to Proprietary Information of the Disclosing Party, the Receiving Party hereby agrees as follows:

The Receiving Party agrees (i) to hold the Disclosing Party's Proprietary Information in confidence and to take reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its confidential materials), (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person (other than to a

controlled Affiliate) or a party's Representatives (as defined below), The Receiving Party shall promptly notify the Disclosing Party of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of the Disclosing Party's Proprietary Information of which Receiving Party becomes aware. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any Affiliate or Representative) generally available to the public, or (ii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (iii) was rightfully disclosed to it by a third party without restriction, or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party by employees of the Receiving Party who have had no access to such information. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure as much as possible and to obtain confidential treatment or a protective order to the maximum extent allowed and has allowed the Disclosing Party to participate in the proceeding.

"Representatives" means a party's officers, directors, employees, consultants and legal advisors who have a need to know such Proprietary Information to evaluate whether to proceed with this program. The Receiving Party assumes full responsibility for any breach of this Agreement by its Representatives.

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF RECEIVING PARTY.

Immediately upon a written request by the Disclosing Party at any time, the Receiving Party will destroy or turn over to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Disclosing Party or (ii) requires the Disclosing Party to proceed with any transaction or relationship.

Termination

Either party may terminate the Agreement, with or without cause, by giving thirty (30) days written notice to the other to the addresses as provided below:

Attn: Genny Carrillo, MD, ScD
Texas A&M School of Public Health
2101 McColl Road
McAllen, Texas 78503

Attn: Teresa Flores, Executive Director
Hidalgo County Head Start
PO Box 0117
Edinburg, TX 78540

Term

This Collaborative agreement will be effective from September 1, 2015 through August 31, 2017 and may be amended or terminated by either party by submitting a written request at any time.

Governing Law

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration

This Agreement is being made in consideration of the following: HSC-SPH Community-Based Pediatric Asthma Education and Intervention Program and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Texas A&M University Health Science Center

	Genny Carrillo, M.D. Sc.D. M.S.P., M.P., Associate Professor
PI Authorized Signature Date	
Authorized Signature Date	*Vice President for Research*

Hidalgo County Head Start Program

Honorable Ramon Garcia Hidalgo County Judge	Teresa Flores, Executive Director Hidalgo County Head Start Program
Date	Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form: Atlas, Hall & Rodriguez, LLP	Approved As To Form: Oxford & González, P.C.
By: Stephen L. Crain	By: Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

AI-52957 Head Start 18. B.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Edmundo Garcia, HEAD START

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids on Lease of Land Space for the Mission (Granjeno) Area

BACKGROUND

Policy Council Approval: 01.20.16

Fiscal Impact

Attachments

Lease of Land Space

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/21/2016 10:07 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Linda Galaviz Started On: 01/14/2016 08:32 AM

Final Approval Date: 01/29/2016

Hidalgo County Head Start Program
Policy Council Agenda

DATE: **February 20**, 2016

SUBJECT: Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids on Lease of Land Space for The Mission (Granjeno) Area.

RATIONALE/NEED: To contract for Land Space to serve families in the Mission (Granjeno) Area.

RECOMMENDATION: Administration recommends approval

COST: Head Start (HHS-ACF) funds are available
Account: 19-5152-20-10000-505

RELATED INFORMATION INCLUDED: Specifications

* * * *

BID NO: 2016-001-02-26 Mission (Granjeno) Area	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

February 2, 2016

REQUEST FOR SEALED BIDS

Land Space – Mission (Granjeno) Area

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LAND SPACE- MISSION (GRANJENO) AREA"
February 2, 2016
BID NO: 2016-001-02-26

1) Request For Sealed Bids Letter

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 7 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension, 1 pages

9) Draft Contract for Professional Services, 6 pages

10) W-9 Form (Request for Taxpayer ID) 4 pages

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

February 2, 2016

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE LAND SPACE – Mission (Granjeno) Area"
BID NO: 2016-001-02-26

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

PLEASE NOTE:

Enclosures

LEGAL NOTICE BID No: 2016-001-02-26

1. Sealed Bids will be received for "Land Space for the Mission (Granjeno) Area" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor'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: SEALED BID **"Lease Land Space – Mission (Granjeno) Area"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Friday February 20, 2016.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS 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 THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid 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 Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

5. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

6. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

7. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

9. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program 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.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

13. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Carrera, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4149

14. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	February 26, 2016
Award of Contract	_____
Commence Work or Deliver Products	_____

15. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

16. 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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

17. 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 Hidalgo County Head Start Program.

18. 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.

19. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

20. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

21. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

22. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

23. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

24. Successful bid shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval.

    Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification

shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

25. 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.

26. 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 Hidalgo County Head Start Program.

27. Bidder shall provide with the bid 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.

28. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LAND SPACE"
Mission (Granjeno) Area

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID
FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF LAND SPACE- Mission (Granjeno) Area"
BID NO. 2016-001-02-26

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF LAND SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "LAND SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday February 26, 2016. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2016-001-02-26

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 380-4149 no later than Monday, February 22, 2016 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement 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 specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals must be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES: Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:
Lease Land Requirements

1. Land – Minimum Half Acre ½ Track of land in the Mission (Granjeno) Area.

   Exceptions:_____

   _____

2. This lease contract will have a clause for termination without cause upon sixty (60) days written notice to the other.

   Exceptions:_____

   _____

3. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

   Exceptions:_____

   _____

4. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

   Exceptions / Variations: _____

   _____

5. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

   Exceptions / Variations:_____

   _____

6. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties.

   Exceptions / Variations: _____

   _____

7. There will also be a ninety (90) day clause for termination due to lack of funding. The contract will also have a ninety (90) day clause for termination by either party without cause.

   Exceptions / Variations: _____

   _____

8. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

   Exceptions / Variations: _____

   _____

Notice To Bidders:
It is mandatory that the legal description of the property is provided with your bid.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LAND SPACE"
Mission (Granjeno) Area

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE SPACE- Mission (Granjeno) Area"
February 2, 2016

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Friday, February 26, 2016.

COST PER MONTH:

Monthly Lease Amount: $_____

Other Cost: $_____

Total Cost - Per Month: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____ FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF LAND SPACE"
Mission (Granjeno) Area

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this lease and to continue at all times in force in effect during the term of this contract.

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative

_____
Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE: _____

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ 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 requirements for procurements of such products?: ☐ Yes ☐ 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?: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be Performed:

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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. Are registered at http://www.sam.gov for verification of debarment and/or suspension.

c. 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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

d. 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

e. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____
Print Name:_____
Title:_____
Email: _____
Telephone Number:_____
Dun's Number:_____
Date:_____
Business Name:_____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY

This Lease is made and entered into by and between _____, herein referred to as the "LESSOR" and Hidalgo County, acting by and 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 real property with the street address of _____ more particularly described on Exhibit "A", attached hereto ("the premises"). The premises leased hereunder are referred to in this Lease as "the premises" known by Lessee as "_____", or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises shall be used for the purpose of locating a portable building for Head Start classrooms and for Head Start parent's meetings subject to the special terms (if any) which may be listed below Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on February 1, 2016 ("commencement date") and ending on January 31, 2016 ("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

1.02 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof,

LESSEE shall be given the right of renewal and extend the term of the lease hereof, commencing on the first day of **February 2017**, for a like term or terms as may be subsequently agreed to upon by both parties.

LESSEE shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the LESSOR.

1.03 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

1.04 LESSEE agrees to pay LESSOR the maximum rent amount of $_____, in twelve (12) equal monthly payments of $_____ per month payable on the 1st day of each month. Payment shall be mailed to, _____, Texas 78xxx.

1.05 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 LESSOR agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the said building, including all of LESSEE'S improvements, fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease.

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 improvements made to or furnished by the LESSEE on the Leased Premises shall not become part of the realty and shall belong to LESSEE upon expiration of the lease 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 building upon which they are situated.

3.06 LESSEE shall maintain the land during this lease and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charges

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick-up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE 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.

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 $300,000.00 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 carried upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 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.

6.04 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LEESEE 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.

WAIVER OF BREACH

A waiver 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:

LESSEE:	LESSOR:
Hidalgo County Head Start Program	_____
Attn: 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 jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, 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 _____, 2016

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

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:
Date Approved by County Commissioners:

EXHIBIT "A"

Building being described, ...

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

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.

AI-52955 Head Start 18. C.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Edmundo Garcia, HEAD START

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Self-Assessment Schedule

BACKGROUND

Policy Council Approval: 01.20.16

Fiscal Impact

Attachments

Self-Assessment Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/21/2016 10:07 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Linda Galaviz Started On: 01/14/2016 08:26 AM

Final Approval Date: 01/29/2016

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: January 20, 2016

SUBJECT: Approval of Self-Assessment Schedule

RATIONALE/NEED: A self-assessment is required to be conducted each year. The purpose of the self-assessment is to self-monitor the program regarding compliance with Performance Standards. Documents to be used are aligned with requirements from the Office of Head On-Site Review Protocol. The Self-Assessment is tentatively scheduled for Monday, January 25, 2016 through Friday, February 5, 2016. The Self-Assessment training will be held on Friday, January 22, 2016.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: Self-Assessment Memorandum

****

INITIATED BY: Nora S. Munoz, Assistant Director for Programmatic Services

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Tx. 78540-0117

To: Policy Council
From: Nora S. Munoz, Assistant Program Director
Through: Teresa Flores, Executive Director
Date: January 13, 2016
Subject: Self-Assessment
CC: Edmundo Garcia, Assistant Program Director

Continuous quality improvement is a central tenet of the Head Start Program, with the goal of meeting Performance Standards and moving toward program excellence for serving children and families. As part of this process, the annual Self-Assessment provides the Program with the means to regularly assess our own management systems and program operations in order to continually strengthen the Program and the services delivered.

Head Start Performance Standards state that at least once each program year grantees must conduct a Self-Assessment of their effectiveness and progress in meeting program goals and objectives and in implementing Federal regulations.

We are scheduled to conduct our Self-Assessment January 25, 2016 through February 5, 2016. During this two week period, each area/component of the Program will be reviewed. All centers will be visited, data will be collected, and a final report will be prepared.

We will be conducting training on Friday, January 22, 2016 at 9:00 a.m. at the Administration Conference Room, to provide guidance to the individuals involved in conducting the assessment. We encourage you to attend, time permitting, and participate in this activity. We will be forwarding the team schedules of the center visits in the event that you choose to join us at the centers.

Please feel free to contact me at (956) 383-0706, if you have any questions or need additional information.

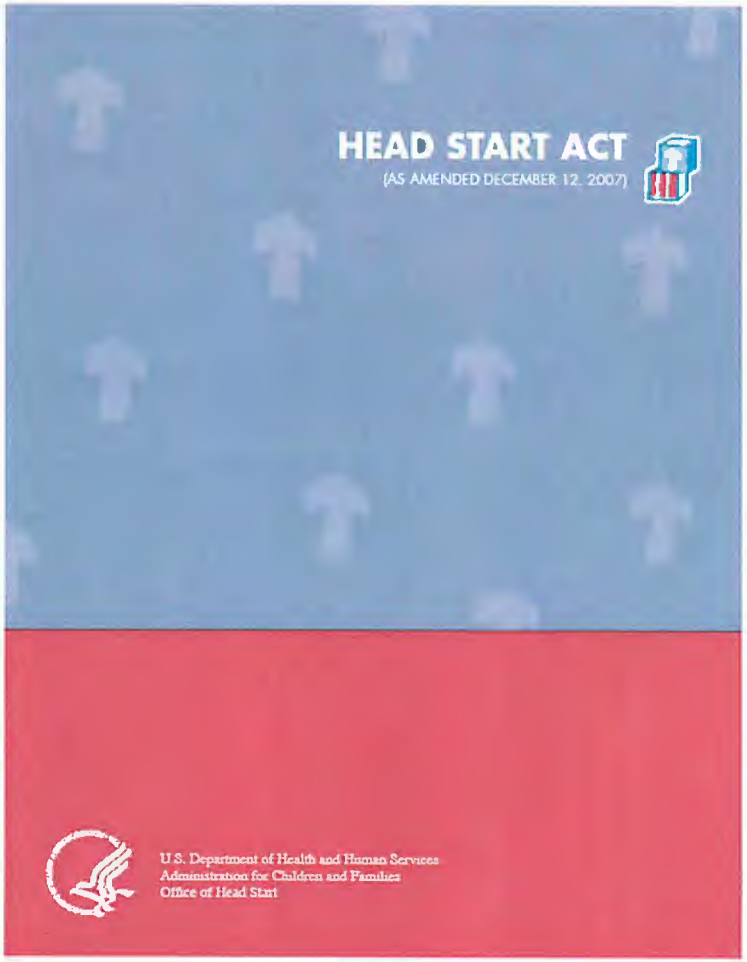
Thank you for your continued support and cooperation.

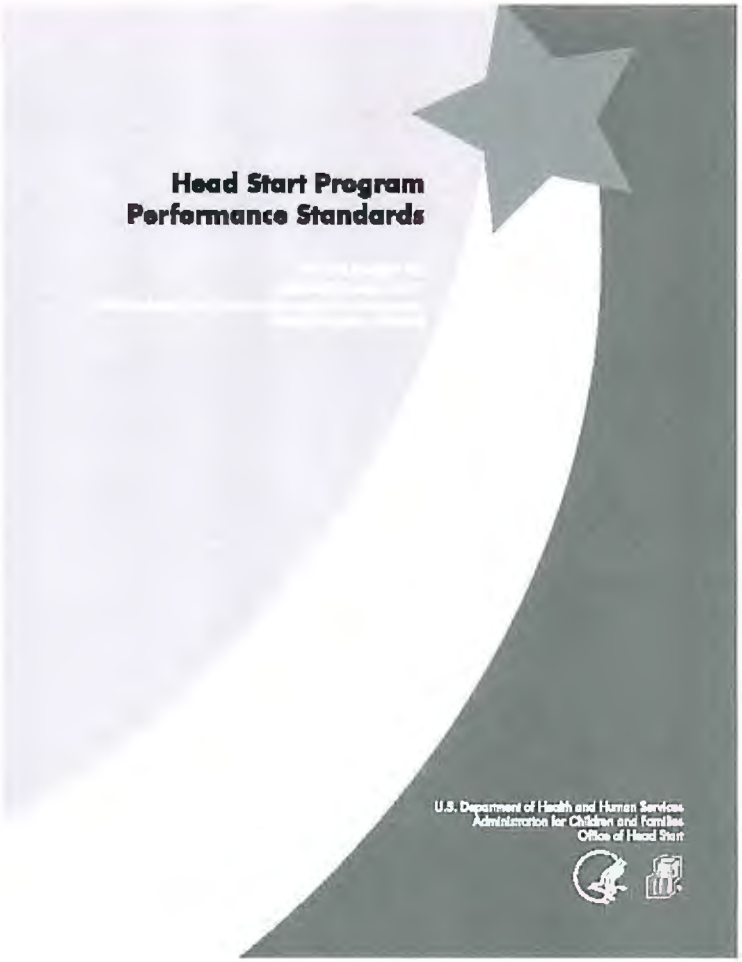
Beginnings of Head Start and Early Head Start

- In 1965, Head Start began as a program for preschoolers and as part of the War on Poverty
- In 1995, Head Start expanded to include Early Head Start (ages 0-3)
- Head Start/Early Head Start programs support comprehensive services, including those that address the mental, social, and emotional development of children from birth to age 5



The Act and the HSPPS





Recommended Practices for Self-Assessment

What?	• A process for reviewing progress on goals and objective, being accountable for what you proposed in your application, and determining if resources are used effectively
Why?	• Leverage strengths and look for areas of improvement and innovation
Who?	• Program staff, parents, Policy Council, governing body, outside-the-program community leaders, content experts, and other interested people
When?	• Annually
How?	• Follow the five phase Self-Assessment process

Role of a Self-Assessment Team Member



- Remain open minded and strength based
- Analyze data
- Engaged in dialogue with team
- Value the opinions of others
- Recommend
- Ensure that parents have a voice at the table to share their unique perspectives

Role of a Team Leader

- Assistant team members as they review data
- Use a strength-based process and encourage dialogue and curiosity about information presented
- Support team members who may be reluctant to share their thoughts or ideas
- Build team consensus around recommendations
- Prepare a summary recommendation report to be shared with the full Self-Assessment team

Phases of Self-Assessment



Our Plan for This Year's Self-Assessment

- Self-Assessment training will be held on January 22, 2016
- Self-Assessment will be conducted January 25 through February 5, 2016
- Every Center will be visited
- Two Children's files (selected at random) from every classroom will be reviewed and documented
- Data Collected from CLASS observations and Children's assessment will be disaggregated and analyzed to determine progress made
- Data collected from attendance Records will be disaggregated and analyzed to determine progress made towards meeting program goal
- Data collected from Center Visits and On-going monitoring will be disaggregated and analyzed to determine strengths, compliance and identify areas for improvement

Why Start with Strengths?

- Learn from what is going well
- Appreciate the progress made on goals and objectives
- Investigate systemic issues
- Move toward innovations
- Improve outcomes for children and families

Analyzing the Data

- What do we know? What is the data telling us?
- What don't we know? Is there a way to find out with review of additional data?
- What questions does the data pose?
- What patterns and trends do we notice when we compare year-to-year data?
- What do we learn from looking at multiple sources of data regarding one topic or issue?



Data We Will Examine in This Year's Self-Assessment

- CLASS Observations
- Children's Assessment
- Children's Attendance
- Staff Training/Development
- Parent participation in training/workshops
- Data collected from Center Visits and On-Going Monitoring



Dialoguing with Team

- Establish ground rules
- Hear everyone's voice
- Stay focused on the "big picture"
- Work together to get "unstuck"
- Value the group process over individual opinions



Making Recommendations

- Look at all the discoveries together
- Stay focused on systems versus the details
- Categorize based on:
  - Progress on goals and objectives
  - Systemic issues
  - Innovations and new resources



How is the Self-Assessment Used?

- Assistant Director creates final report from the recommendations
- Policy Council and governing body/approve the final report
- Executive Director submits report to Regional Office
- Self-Assessment report and recommendations are used in future planning and goal setting



Benefits of Self-Assessment

- Help see the big picture
- Bring fresh perspective
- Understand the possibilities and challenges that the program faces
- Cultivate new ideas
- Building stronger community partnerships
- Maximize use of existing resources



Thank You!

Only with your help can we make this process a success!

Our children, their families, and our community at large will benefit from our high-quality services and the achievement of our goals!

AI-53046

Planning Department 19. A.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Flor Castillo, PLANNING DEPT.
Submitted By: Flor Castillo, PLANNING DEPT.
Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval with Variance Request
a. Ranchitos De San Carlos Subdivision – Pct. 4 (Graciela Estates, LTD.) (Curry Road & 83rd Street)

2. Preliminary Approval
a. Pueblo De Palmas Ph. 19 Subdivision – Pct. 4 (J. Gary Frisby) (Kenyon Road & Davis Road)
b. RSBR FM 2128 Subdivision – Pct. 4 (Leticia A. Alamia-O'Neill) (Richardson Road & Alamo Road)
c. San Patricio Subdivision – Pct. 1 (Richard Scurlock) (Walker Road & Victoria Road)
d. Las Palmas Industrial Park Subdivision – Pct. 2 (RTE Investments, LLC) (Dicker Road & 10th Street)

3. Final Approval
a. Replat of Lot 2 Vista Bonita No. 10 Subdivision – Pct. 4 (Jose I. Quiroga) (Cesar Chavez Road & F.M. 2812)

BACKGROUND

Fiscal Impact

Attachments

Ranchitos De San Carlos Subdivision
Pueblo De Palmas Ph. 19 Subdivision
RSBR FM 2128 Subdivision
San Patricio Subdivision
Las Palmas Ind. Park Subdivision
Replat of Vista Bonita 10 Subdivision

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/21/2016 10:17 AM

Glinda Pacheco	Glinda Pacheco	01/28/2016 09:41 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Flor Castillo Started On: 01/20/2016 02:23 PM

Final Approval Date: 01/29/2016

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: 2-02-2016

PROPOSED **RANCHITOS DE SAN CARLOS** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **R.E. GARCIA ENGINEERING** DEVELOPER: **GRACIELA ESTATES LTD.**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **28** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **SOUTH OF CURRY ROAD APPROXIMATELY 600 FEET EAST OF N. 83RD STREET.**

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 **9-17-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **STORM DRAINAGE SYSTEM BY WIDENING THE EXISTING DRAIN DITCH.**

ROAD R.O.W. DEDICATION: **20 FEET ON TO CURRY ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **9-21-2015** By, **JESSE OZUNA, PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **9-25-2015** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **RAUL GARCIA**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **NORTH OF CURRY ROAD.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **10-16-2015** : 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: _____, __

VARIANCE REQUEST: **VARIANCE REQUEST FROM THE HIDALGO COUNTY SUBDIVISION RULES, TITLE B, CHAPTER 2.4 SECTION D. "STREETS AND ALLEYS"**

STAFF RECOMMENDS:

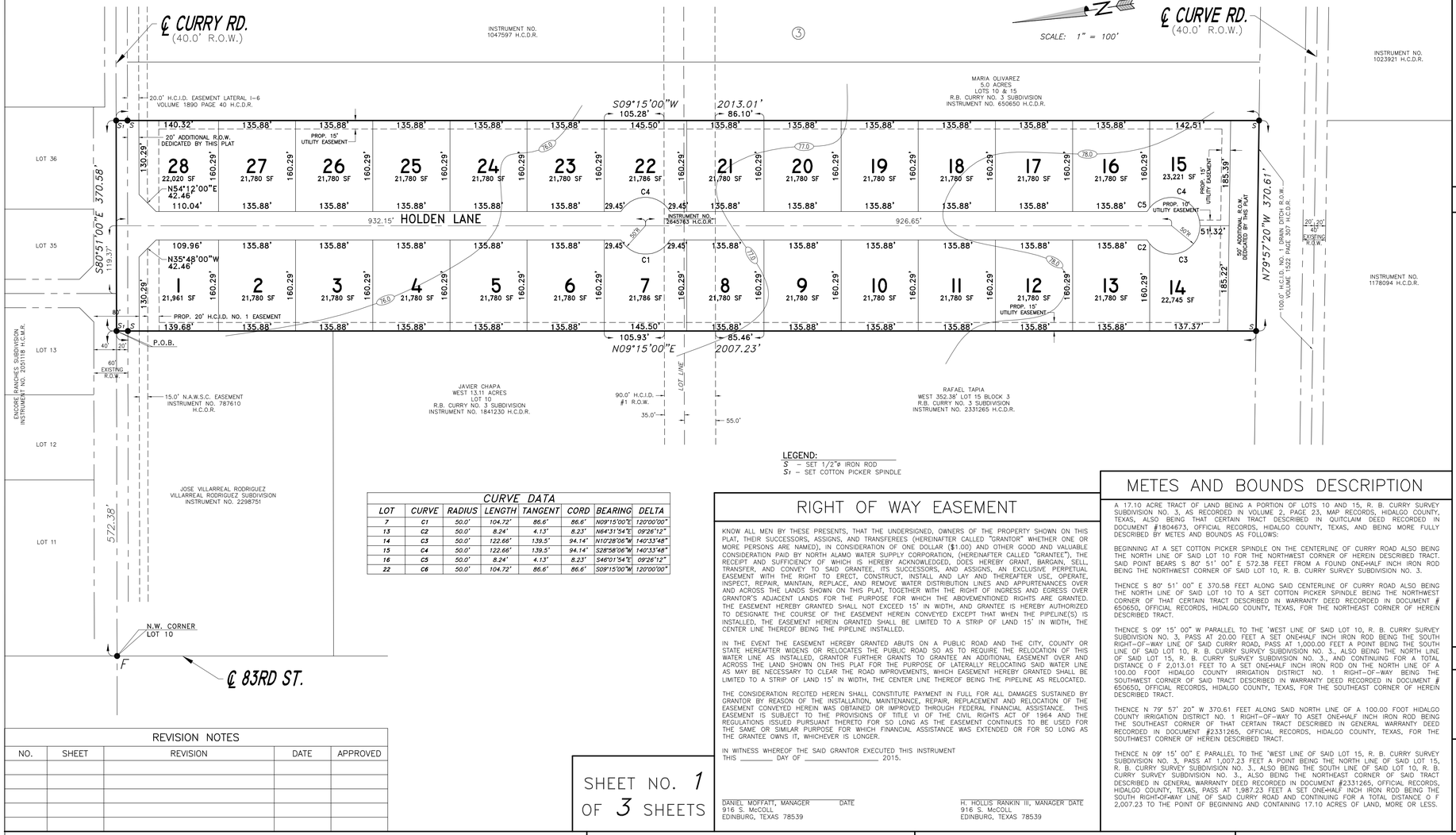
☒ **Preliminary Approval** *with variance request subject to comments and future recommendations by planning,*
other departments and the approval of the City of **EDINBURG**.

☐ **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.*



CURVE DATA							
LOT	CURVE	RADIUS	LENGTH	TANGENT	CORD	BEARING	DELTA
7	C1	50.0'	104.72'	86.6'	86.6'	N09°15'00"E	120°00'00"
13	C2	50.0'	8.24'	4.13'	8.23'	N64°31'54"E	09°26'12"
14	C3	50.0'	122.66'	139.5'	94.14'	N10°28'06"W	140°33'48"
15	C4	50.0'	122.66'	139.5'	94.14'	S28°58'06"W	140°33'48"
16	C5	50.0'	8.24'	4.13'	8.23'	S46°01'54"E	09°26'12"
22	C6	50.0'	104.72'	86.6'	86.6'	S09°15'00"W	120°00'00"

LEGEND:
S – SET 1/2"ø IRON ROD
S1 – SET COTTON PICKER SPINDLE

REVISION NOTES				
NO.	SHEET	REVISION	DATE	APPROVED

SHEET NO. 1 OF 3 SHEETS

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 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 ABOVEMENTIONED 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 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 _____ 2015.

DANIEL MOFFATT, MANAGER DATE
916 S. McCOLL
EDINBURG, TEXAS 78539

H. HOLLIS RANKIN III, MANAGER DATE
916 S. McCOLL
EDINBURG, TEXAS 78539

METES AND BOUNDS DESCRIPTION

A 17.10 ACRE TRACT OF LAND BEING A PORTION OF LOTS 10 AND 15, R. B. CURRY SURVEY SUBDIVISION NO. 3, AS RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED IN QUITCLAIM DEED RECORDED IN DOCUMENT #1804673, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SET COTTON PICKER SPINDLE ON THE CENTERLINE OF CURRY ROAD ALSO BEING THE NORTH LINE OF SAID LOT 10 FOR THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT. SAID POINT BEARS S 80° 51' 00" E 572.38 FEET FROM A FOUND ONE-HALF INCH IRON ROD BEING THE NORTHWEST CORNER OF SAID LOT 10, R. B. CURRY SURVEY SUBDIVISION NO. 3.

THENCE S 80° 51' 00" E 370.58 FEET ALONG SAID CENTERLINE OF CURRY ROAD ALSO BEING THE NORTH LINE OF SAID LOT 10 TO A SET COTTON PICKER SPINDLE BEING THE NORTHWEST CORNER OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT # 650650, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT.

THENCE S 09° 15' 00" W PARALLEL TO THE 'WEST LINE OF SAID LOT 10, R. B. CURRY SURVEY SUBDIVISION NO. 3, PASS AT 20.00 FEET A SET ONE-HALF INCH IRON ROD BEING THE SOUTH RIGHT-OF-WAY LINE OF SAID CURRY ROAD, PASS AT 1,000.00 FEET A POINT BEING THE SOUTH LINE OF SAID LOT 15, R. B. CURRY SURVEY SUBDIVISION NO. 3., ALSO BEING THE NORTH LINE OF SAID LOT 15, R. B. CURRY SURVEY SUBDIVISION NO. 3., AND CONTINUING FOR A TOTAL DISTANCE O F 2,013.01 FEET TO A SET ONE-HALF INCH IRON ROD ON THE NORTH LINE OF A 100.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 RIGHT-OF-WAY BEING THE SOUTHWEST CORNER OF SAID TRACT DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT # 650650, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT.

THENCE N 79° 57' 20" W 370.61 FEET ALONG SAID NORTH LINE OF A 100.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 RIGHT-OF-WAY TO ASET ONE-HALF INCH IRON ROD BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT #2331265, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT.

THENCE N 09° 15' 00" E PARALLEL TO THE 'WEST LINE OF SAID LOT 15, R. B. CURRY SURVEY SUBDIVISION NO. 3, PASS AT 1,007.23 FEET A POINT BEING THE NORTH LINE OF SAID LOT 15, R. B. CURRY SURVEY SUBDIVISION NO. 3., ALSO BEING THE SOUTH LINE OF SAID LOT 10, R. B. CURRY SURVEY SUBDIVISION NO. 3., ALSO BEING THE NORTHEAST CORNER OF SAID TRACT DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT #2331265, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, PASS AT 1,987.23 FEET A SET ONE-HALF INCH IRON ROD BEING THE SOUTH RIGHT-OF-WAY LINE OF SAID CURRY ROAD AND CONTINUING FOR A TOTAL DISTANCE O F 2,007.23 TO THE POINT OF BEGINNING AND CONTAINING 17.10 ACRES OF LAND, MORE OR LESS.

PLAT OF RANCHITOS DE SAN CARLOS SUBDIVISION

A 17.10 ACRE TRACT OF LAND BEING A PORTION OF LOTS 10 AND 15, R. B. CURRY SURVEY SUBDIVISION NO. 3, AS RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED IN QUITCLAIM DEED RECORDED IN DOCUMENT #1804673, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

DATE: MARCH 30, 2015

SCALE IN FEET
0 100' 200' 300'

SCALE: 1" = 100'

PREPARED BY:

R. E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
ENGINEER (F-10011) & SURVEYOR (10015300)
116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381-1061
EMAIL: REGAASSOC@AOL.COM

R.E. Garcia
64790
REGISTERED PROFESSIONAL ENGINEER
R. E. GARCIA & ASSOCIATES

JOB#: 2015-035
DRAWN BY: D.E.S.

PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X SHADED"
ZONE "X SHADED" IS DEFINED AS AREAS OF THE 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 NO. 480334 0325 B EFFECTIVE DATE: 05/17/2001, AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

2. SETBACKS:
FRONT: 25.00 FEET
REAR: 15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 06.00 FEET OR EASEMENT WHICHEVER IS GREATER
GARAGE: 18.00 FEET
CORNER SIDE: 15.00 FEET

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS RESTRICTION SHALL BE PLACED IN ALL DEEDS AND CONTRACTS FOR DEEDS OR REAL ESTATE SOLD WITHIN THE SUBDIVISION. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIORMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 24" 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. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M.-1 ELEV. N.G.V.D. 83

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 40,502 CUBIC-FEET (0.929 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: BY UTILIZING PROPERLY GRADED LANDSCAPED AREAS.

7. ALL EASEMENTS ON THIS PLAT ARE DEDICATED BY THIS PLAT UNLESS NOTED OTHERWISE.

8. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

9. NO ALCOHOLIC BEVERAGES FOR ON PREMISE CONSUMPTION MAY BE SOLD WITHIN THIS 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 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.

11. GRACIELA ESTATES, LTD., THE OWNERS & SUBDIVIDERS OF RANCHITOS DE SAN CARLOS SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

12. 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.

13. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT & OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL & INDUSTRIAL 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.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

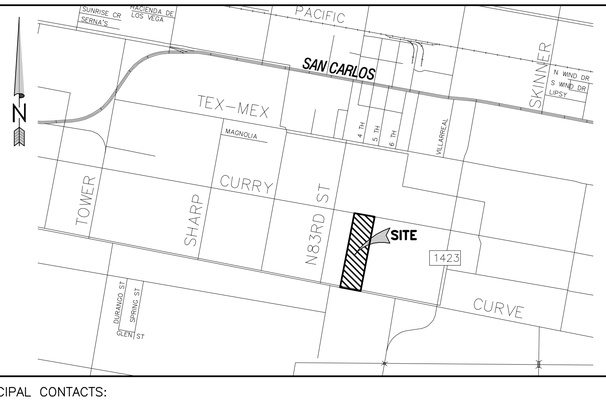
RANCHITOS DE SAN CARLOS SUBDIVISION IS LOCATED IN SOUTH CENTRAL HIDALGO COUNTY IN PRECINCT NO. 4. THE NEAREST MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG POPULATION 81,029. RANCHITOS DE SAN CARLOS PROPERTY'S SUBDIVISION LIES 572.38 FEET EAST OF 83RD STREET ON CURRY ROAD APPROXIMATELY 3.5 MILE FROM THE CITY LIMITS AND IS NOT INSIDE THE CITY'S ETJ ACCORDING TO LOCAL GOVERNMENT CODE SECTION §42.021.

INDEX OF SHEETS

	DESCRIPTION
1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATION; METES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTETSTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.D.D. APPROVAL; REVISION NOTES
2	WATER DISTRUBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH); SAMPLE OF LOG BORE FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT.
3	MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT

LOCATION MAP

SCALE: N.T.S.



PRINCIPAL CONTACTS:

	NAME:	ADDRESS:	CITY, STATE & ZIP:	PHONE #/ FAX #:
OWNER:	DANIEL MOFFATT, MANAGER	916 S. McCOLL	EDINBURG, TX. 78539	(956) 239-1888/(956) 287-8403
OWNER:	H. HOLLIS RANKIN III, MANAGER	916 S. McCOLL	EDINBURG, TX. 78539	(956) 287-8400/(956) 287-8403
ENGINEER:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, TX. 78541	(956) 381-1061/(956) 381-1280
SURVEYOR:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, TX. 78541	(956) 381-1061/(956) 381-1280

THE STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

WE, GRACIELA ESTATES, LTD, AS OWNER OF THE 17.10 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET 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 WILL MEET THE MINIMUM STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

DANIEL MOFFATT, MANAGER DATE
916 S. McCOLL
EDINBURG, TEXAS 78539

H. HOLLIS RANKIN III, MANAGER DATE
916 S. McCOLL
EDINBURG, TEXAS 78539

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED DANIEL MOFFATT AND H. HOLLIS RANKIN III, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20___.

MY COMMISSION EXPIRES: NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

APPROVAL BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE PLAN FOR THIS SUBDIVISION COMPANY 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 OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

APPROVAL BY IRRIGATION DISTRICT NO. 1:

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1, SUBJECT TO THE CONDITION THAT IF THE EXISTING IRRIGATION LINE IS REQUIRED TO RELOCATE DUE TO THE WIDENING OF CURRY RD. IT WILL BE DONE SO AT NO COST TO HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS DAY OF_____A.D., 20___.

SECRETARY CHAIRMAN

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS), SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 RIGHTS OF WAYS OR EASEMENTS.

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §232.028(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RANCHITOS DE SAN CARLOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ _____, 20___.

HIDALGO COUNTY JUDGE DATE

ATTEST:
HIDALGO COUNTY CLERK DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RANCHITOS DE SAN CARLOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ _____, 20___.

ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ___M, ON _____ _____, 20___ AND WAS RECORDED IN INSTRUMENT #: _____ OF THE MAP RECORDS OF HIDALGO COUNTY.

HIDALGO COUNTY CLERK

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS
RAUL E. GARCIA
64790
REGISTERED PROFESSIONAL ENGINEER

REGISTERED PROFESSIONAL ENGINEER #64790

THE STATE OF TEXAS
COUNTY OF HIDALGO

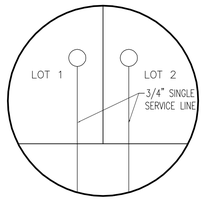
I, RAUL GARCIA , REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, 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.

STATE OF TEXAS
REGISTERED
RAUL E. GARCIA
4204
PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR #4204

REVISION NOTES				
NO.	SHEET	REVISION	DATE	APPROVED

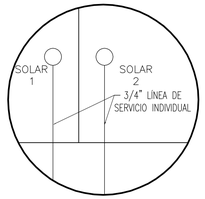
TYPICAL DETAIL OF SERVICE LINES AND WATER METER BOXES



LEGEND:

◯ – WATER METER BOX

TIPICO DETALLE DE LINEAS DE SERVICO Y CAJAS DE MEDIDOR



LEJENDA:

◯ – CAJA DE MEDIDAR DE AGUA

SUBDIVIDER CERTIFICATION

1. – BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, THE SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY THE STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.– WE, GRACIELA ESTATES, LTD, SUBDIVIDERS OF RANCHITOS DE SAN CARLOS SUBDIVISION, HEREBY CERTIFY SEWER PERMITS HAVE BEEN. PAID AND ARE ON FILE FOR THE H.C.H.D.; THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUANTITY & QUALITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS. AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

DANIEL MOFFATT, MANAGER DATE
916 S. McCOLL
EDINBURG, TEXAS 78539

H. HOLLIS RANKIN III, MANAGER DATE
916 S. McCOLL
EDINBURG, TEXAS 78539

THE STATE OF TEXAS
COUNTY OF HIDALGO

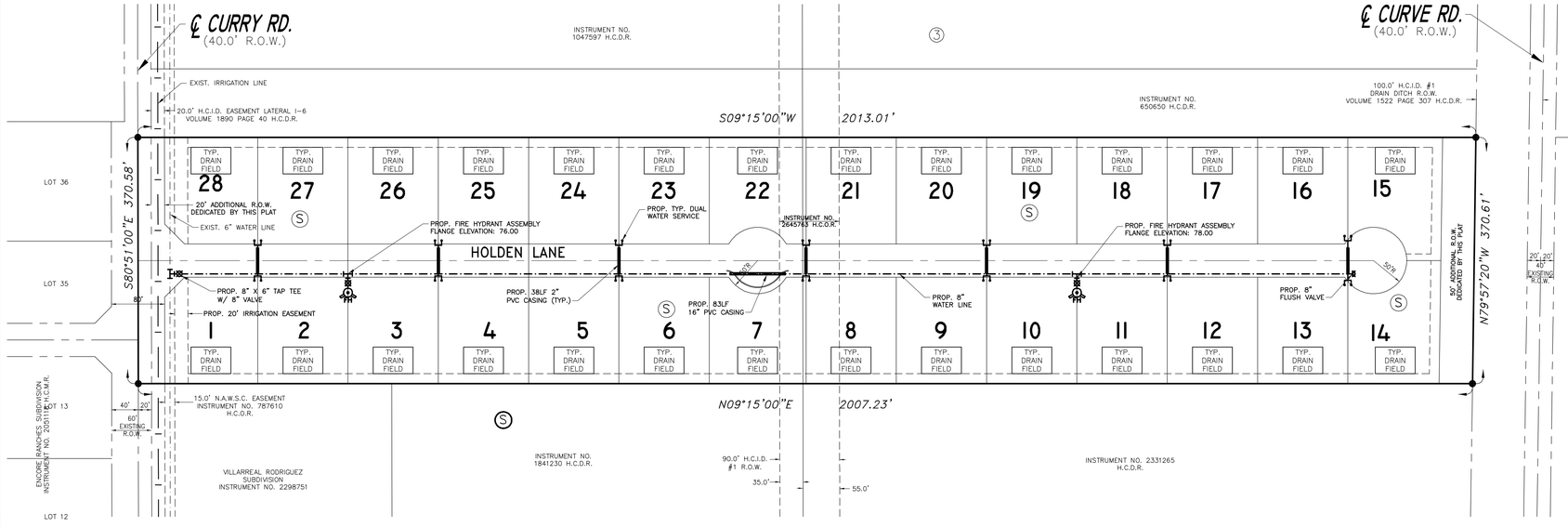
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED GRACIELA ESTATES, LTD., KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ ,20___.

MY COMMISSION EXPIRES: NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

LEGEND:
Ⓢ – SOIL BORE SAMPLES

SCALE: 1" = 100'



SHEET NO. 2 OF 3 SHEETS

PLAT OF RANCHITOS DE SAN CARLOS SUBDIVISION

A 17.10 ACRE TRACT OF LAND BEING A PORTION OF LOTS 10 AND 15, R. B. CURRY SURVEY SUBDIVISION NO. 3, AS RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED IN QUITCLAIM DEED RECORDED IN DOCUMENT #1804673, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

DATE: MARCH 30, 2015

SCALE IN FEET
0 100' 200' 300'

SCALE: 1" = 100'

PREPARED BY:

R. E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
ENGINEER (F–3001) & SURVEYOR (100115300)
116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381–1061
EMAIL: REGAASSOC@AOL.COM

R.E. Garcia 100115300 Associates

JOB#: 2015–035
DRAWN BY: D.E.S.

FINAL ENGINEERING REPORT FOR RANCHITOS DE SAN CARLOS SUBDIVISION

by Raul E. Garcia, P.E.
FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

RANCHITOS DE SAN CARLOS SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE CITY OF _____(city)_____. THE SUBDIVIDER AND ____(city)____ HAVE ENTERED INTO A CONTRACT IN WHICH _____(city)_____ HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND _____(city)_____ 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.

_____(city)_____ HAS AN EXISTING 2" DIAMETER WATER LINE RUNNING ALONG THE SOUTH SIDE OF THE RIGHT–OF–WAY OF ____(road)____ ROAD. THE WATER SYSTEM FOR _____ SUBDIVISION CONSISTS OF A SINGLE 5/8" DIAMETER WATER SERVICE LINE THAT TAPS INTO THE EXISTING 2" LINE. THIS 5/8" SERVICE LINE THEN RUNS NORTH INTO THE LOTS AND ENDING IN A WATER METER.

WATER DISTRIBUTION FOR THE _____ SUBDIVISION CONSISTS OF A SINGLE 5/8" DIAMETER SERVICE LINE. SAID SERVICE TERMINATE AT THE WATER METER BOXES FOR THE LOT. THE 5/8" SINGLE SERVICE AND THE METER BOX HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $_____. UPON REQUEST BY THE LOT OWNER, THE CITY OF ____(city)____ WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF ___(city)___ 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 _____ 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. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAINFIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY 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 DARK GRAYISH BROWN SANDY CLAY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL. THE SOIL IS A CLASS III SOIL.

THE EXISTING SEPTIC TANKS AND DRAIN FIELDS FOR LOTS 1 AND 2 WERE UNCOVERED, INSPECTED, REPAIRED AND PLACED IN PROPER WORKING ORDER BY MR. JOSE ANGLE GONZALEZ, OSSF LICENSE #1350 AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT.

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $_____.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $_____ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $0.00 FOR THE ENTIRE SUBDIVISION.

ENGINEER'S SIGNATURE DATE

INFORME FINAL DE INGENIERÍA _____ SUBDIVISIÓN

by Raul E. Garcia, P.E.
AGUA FINAL E INFORME DE INGENIERÍA DE ALCANTARILLADO

SUMINISTRO DE AGUA: Descripción, costo, Y FECHA OPERABILIDAD:

_____ SUBDIVISIÓN SE ENTREGA CON AGUA POTABLE POR LA CIUDAD DE _____(CIUDAD)_____. LA FRACCIONAN TERRENOS ____(CIUDAD)____ HAN FIRMADO UN CONTRATO EN EL QUE ____(CIUDAD)____ HA PROMETIDO PROVEER SUFICIENTE AGUA PARA LA SUBDIVISIÓN POR LO MENOS 30 AÑOS Y ____(CIUDAD)____ HA DOCUMENTACIÓN FACILITADA A ESTABLECIDO SUFICIENTEMENTE EL CANTIDAD LARGO PLAZO Y LA CALIDAD DE LA SUMINISTROS DE AGUA DISPONIBLES PARA SERVIR AL PLENO DESARROLLO DE ESTA SUBDIVISIÓN.

_____(CIUDAD)_____ TIENE UNA EXISTENTE "LÍNEA DE AGUA CORRIENTE DIÁMETRO POR EL LADO SUR DE LA MANERA CORRECTA DE LA DE ____(CARRETERA)____ ROAD. EL SISTEMA DE AGUA PARA _____ SUBDIVISIÓN CONSISTE EN UN SOLO 5/8" 2 SERVICIO DE AGUA DIÁMETRO LÍNEA QUE EVOCA A LAS EXISTENTE 2 "LÍNE. ESTA 5/8" LÍNE SERVICIO LUEGO CORRE HACIA EL NORTE EN LOS LOTES Y QUE TERMINA EN UN CONTADOR DE AGUA.

DISTRIBUCIÓN DE AGUA PARA EL SUBDIVISION _____ CONSTA DE UN SOLO 5/8 "LÍNE SERVICIO DE DIÁMETRO. SERVICIO DE DICHO TERMINAN EN EL CAJAS DE AGUA PARA METER LA LOT. EL 5/8" SERVICIO SIMPLE Y LA CAJA DE METRO YA HAN SIDO INSTALADO, A UN COSTO TOTAL DE $ _____. A PEDIDO POR EL PROPIETARIO LOT, LA CIUDAD DE ____(CIUDAD)____ INMEDIATAMENTE SE INSTALE SIN CARGO EL MEDIDOR DE AGUA PARA QUE MUCHO. LAS INSTALACIONES DE AGUA ENTEROS SE HAN APROBADO Y ACEPTADO POR LA CIUDAD DE ____(CIUDAD)____ Y DICHO SISTEMA DE DISTRIBUCIÓN ES OPERABLE A PARTIR DE LA FECHA DE LA GRABACIÓN DEL PLAT.

INSTALACIONES DE ALCANTARILLADO descripción; COSTO y operatividad FECHAS

ALCANTARILLADO DE _____ SUBDIVISIÓN SERÁ TRATADA POR ALCANTARILLADO INDIVIDUAL EN SITIO ("OSSF"), CONSISTENTE EN UN ESTÁNDAR DE DISEÑO DUAL COMPARTIMENTOS SEPTIC TANQUE Y UN CAMPO DE DRENAJE EN CADA LOTE. EL INGENIERO QUE FIRMA PROFESIONAL HA EVALUADO LA CONVENIENCIA DEL SITIO PARA FRACCIONAMIENTO OSSF Y PRESENTADO A FINALES INFORME QUE EL SITIO ES APTO PARA OSSF. EL INFORME FUE REVISADO Y APROBADO POR EL DEPARTAMENTO DE SALUD CONDADO DE HIDALGO. CADA LOTE TIENE ESPACIO ADECUADO PARA UN SUSTITUCIONES CAMPO DE DRENAJE.

SUELO INFORME DE EVALUACIÓN:

CADA LOTE EN LA SUBDIVISIÓN PROPUESTA ES POR LO MENOS MEDIO ACRE DE TAMAÑO. RECURSO NATURAL SERVICIO DE CONSERVACION DE SUELOS ENCUESTA DE LIBRO INDICADO UN SUELO ARENOSO FRANCO ARCILLOSO PARA LA ZONA. AL MENOS DOS EXCAVACIONES DE SUELOS SE REALIZARON EN EL SITIO, EN LOS EXTREMOS OPUESTOS DEL ÁREA DE DISPOSICIÓN PROPUESTO. (BORINGS ADICIONALES ERAN INNECESARIOS PORQUE LOS SUELOS SON UNIFORMES MUY DENTRO DE ESTA ZONA LÍMITE). EL SUELO ES UNA MARGA OSCURO MARRÓN GRISÁCEO SANDY ARCILLA QUE EXTIENDE HASTA 36 "DEBAJO DE LA PARTE INFERIOR DE CUALQUIER EXCAVACIONES PROPUESTAS. NO HAY INDICACIÓN DE AGUAS SUBTERRÁNEAS O UNA CAPA RESTRICTIVO EN UN PLAZO DE 24 '' DE FONDO DE LAS EXCAVACIONES PROPUESTAS. LOS DRENAJES COMPARTIMENTADO BIEN. EL SUELO ES UNA CLASE III DEL SUELO.

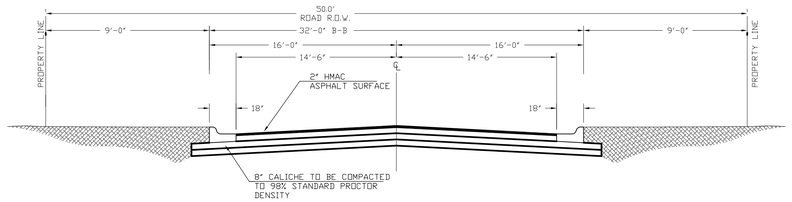
ENGINEER CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LAS FACILIDADES DE SERVICIO DE AGUA Y ALCANTARILLADO DESCRITAS ANTERIORES CUMPLEN CON LAS REGLAS MODELO ADOPTADO BAJO LA SECCIÓN 16.343, CÓDIGO DE AGUAS. CERTIFICO QUE LOS GASTOS ESTIMADOS PARA INSTALAR EL AGUA Y EN SITIO ALCANTARILLADO SIN CONSTRUIR, MENCIONADO MÁS ARRIBA, SON LOS SIGUIENTES:

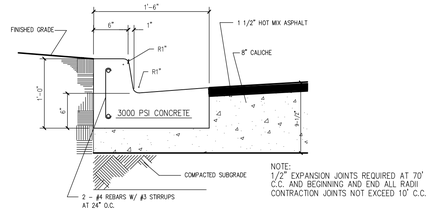
INSTALACIONES DE AGUA – ESTAS INSTALACIONES TOTALMENTE CONSTRUIDO, CON LA INSTALACIÓN DE MEDIDORES DE AGUA, TENDRÁ UN COSTO TOTAL GRAND DE $ _____.

INSTALACIONES DE ALCANTARILLADO – SISTEMA SÉPTICO SE ESTIMA QUE COSTARÁ $ _____ POR LOT (TODO INCLUIDO), PARA UN TOTAL DE $ _____ PARA LA SUBDIVISIÓN ENTERO.

ENGINEER'S SIGNATURE DATE

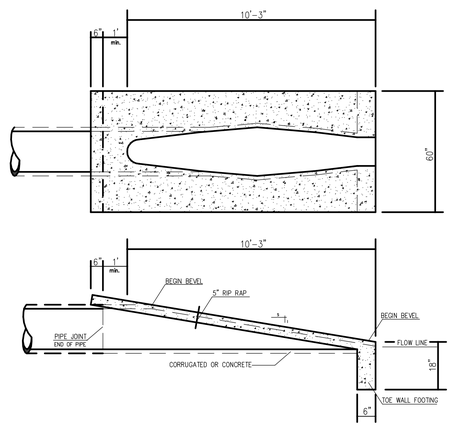


TYPICAL STREET DETAIL
N.T.S.

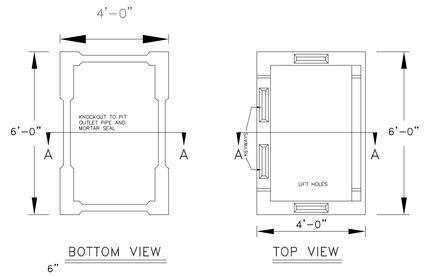


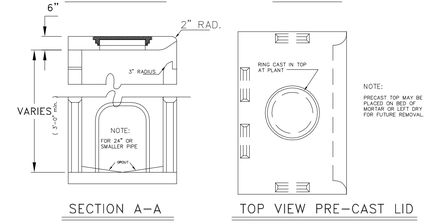
NOTE:
1/2" EXPANSION JOINTS REQUIRED AT 70' C.C. AND BEGINNING AND END ALL RADII. CONTRACTION JOINTS NOT EXCEED 10' C.C.

CURB AND GUTTER DETAIL
N.T.S.



SAFETY END TREATMENT DETAIL
N.T.S.





TYPICAL TYPE "A" CURB INLET
SCALE : NONE

ALL REINFORCING TO BE #4 ON 12" @ O.C.E.W.
CONCRETE 3000 PSI MIN. 28 DAY STRENGTH.
WEIGHT 1300 PER VERTICAL FOOT, TYP. "A"
TOP APPROX. 1500 FOUR LIFT HOLES IN BOX
WALLS FOR HANDLING.

PLAT OF
RANCHITOS DE SAN CARLOS SUBDIVISION

A 17.10 ACRE TRACT OF LAND BEING A PORTION OF LOTS 10 AND 15, R. B. CURRY SURVEY SUBDIVISION NO. 3, AS RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED IN QUITCLAIM DEED RECORDED IN DOCUMENT #1804673, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

DATE: MARCH 30, 2015

SCALE IN FEET
0 100' 200' 300'

SCALE: 1" = 100'

PREPARED BY:

R. E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
ENGINEER (F-10001) & SURVEYOR (10015300)
116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381-1061
EMAIL: REGAASSOC@AOL.COM

R.E. Garcia
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS
Associates

JOB#: 2015-035
DRAWN BY: D.E.S.

DRAINAGE STATEMENT FOR RANCHITOS DE SAN CARLOS SUBDIVISION

RANCHITOS DE SAN CARLOS SUBDIVISION CONSISTS OF A 17.10 ACRE TRACT OF LAND BEING A PORTION OF LOTS 10 AND 15, R. B. CURRY SURVEY SUBDIVISION NO.3, AS RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS. THE SITE IS LOCATED ON THE SOUTH SIDE OF CURRY ROAD APPROXIMATELY 575.00 FEET EAST OF 83 SUBDIVIDED INTO 28 LARGE SINGLE FAMILY LOTS. THE TRACT IS BASICALLY FLAT WITH A SLIGHT SLOPE TO NORTH TOWARDS ROAD DITCHES ON CURRY ROAD. CURRY ROAD FLOWS WEST AND EVENTUALLY FLOWS INT A HIDALGO COUNTY IRRIGATION DISTRICT #1 DRAINAGE DITCH LOCATED IMMEDIATELY SOUTH OF THE SUBJECT SITE. THE PROPOSED SUBDIVISION IS LOCATED IN A ZONE "X SHADED" FLOOD HAZARD AREA AS DESIGNATED BY FEMA FIRM COMMUNITY PANEL NUMBER 480334 0325 D DATED JUNE 6, 2000 AND REVISED TO REFLECT LOMR DATED MAY 17, 2001, ZONE "X SHADED" IS DEFINED AS "AREAS OF THE 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".

THE SOIL FOR THIS PROPERTY IS A DARK GRAYISH BROWN FINE SANDY CLAY LOAM WHICH IS MODERATELY PREVIOUS. THIS SOIL IS FOUND TO BE IN THE HYDROLOGIC GROUP "B" AS DETERMINED BY USE OF THE SOIL SURVEY OF HIDALGO COUNTY. (SEE ATTACHMENT). CURRENTLY THE PROPERTY IS USED FOR AGRICULTURAL PURPOSES.

EXISTING RUNOFF IS DIRECTED TOWARDS THE NORTH TO EXISTING ROAD DITCHES ON CURRY ROAD WHICH FLOW SOUTHWEST AND TOWARDS A DRAINAGE DITCH LOCATED IMMEDIATELY SOUTH OF SUBJECT SITE. THE PROPOSED SUBDIVISION WILL BE DRAINED BY A NEW STORM SEWER SYSTEM LOCATED WITHIN THE NEW STREET. THIS NEW SYSTEM WILL DISCHARGE INTO THE UNNAMED HIDALGO COUNTY IRRIGATION DISTRICT #1 DRAINAGE DITCH ADJACENT TO THE SOUTH SIDE OF THE SUBDIVISION. THE SECTION OF THE EXISTING DITCH WILL BE MODIFIED TO ALLOW FOR THE REQUIRED DETENTION TO BE HELD WITHIN THE MODIFIED DRAINAGE DITCH. THE DISCHARGE POINT INTO THE DRAINAGE DITCH WILL BE APPROVED AND PERMITTED BY HIDALGO COUNTY DRAINAGE DISTRICT #1.

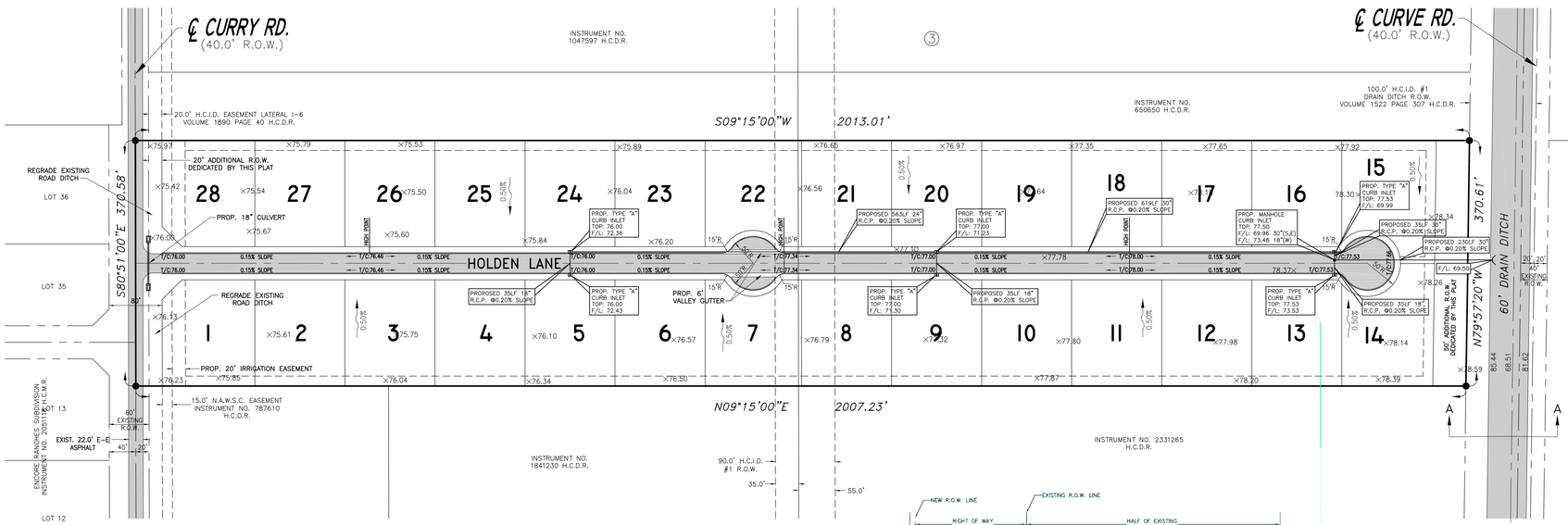
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE POLICY, A MINIMUM OF 40,502 CUBIC FEET OF STORM RUNOFF WILL BE DETAINED WITH A MAXIMUM DISCHARGE RATE OF 5.77 CFS. THE PEAK RATE OF RUNOFF WILL NOT BE INCREASED DURING THE 10 YEAR RAINFALL EVENT.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A FLOOD ZONE "X SHADED": AREAS OF THE 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

STATE OF TEXAS
RAUL E. GARCIA
64790
REGISTERED
PROFESSIONAL ENGINEER

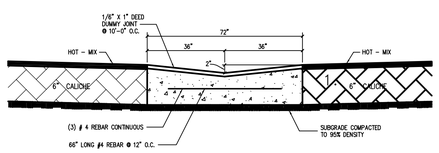
REGISTERED PROFESSIONAL ENGINEER #64790

SCALE: 1" = 100'

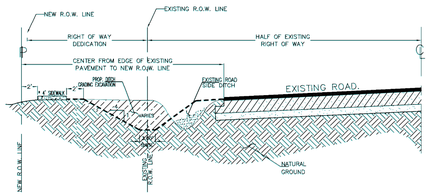


FIRM:
FLOOD INSURANCE RATE MAP
COMMUNITY-PANEL NUMBER
480334 0325 D
MAP REVISED: 05/17/2001
THIS ZONE IS IN FLOOD AREA "X"

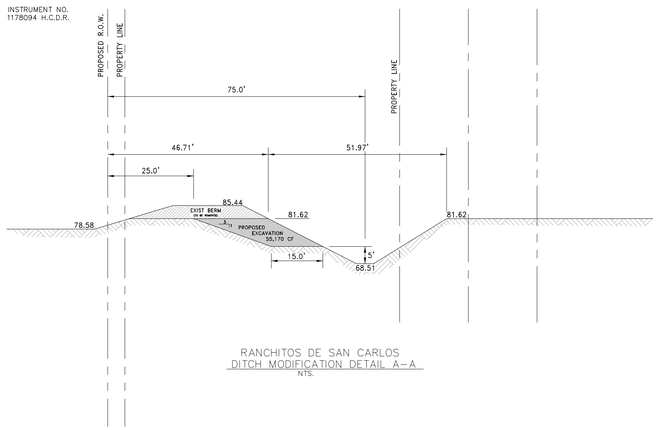
FLOOD INSURANCE RATE MAP
COMMUNITY-PANEL NUMBER
480334 0425 C
MAP REVISED: 11/16/1982
THIS ZONE IS IN FLOOD AREA "B"



CONC. VALLEY GUTTER DETAIL
N.T.S.



RECONSTRUCTION OF ROAD SIDE DITCH
WITH SIDEWALK TO BE LOCATED WHEN REQUIRED.



RANCHITOS DE SAN CARLOS
DITCH MODIFICATION DETAIL A-A
NTS.

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

SHEET NO. 3
OF 3 SHEETS

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: 2-02-2016

PROPOSED **PUEBLO DE PALMAS PH. 19** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **J. GARY FRISBY**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **85** ☐*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **NORTH WEST CORNER OF KENYON ROAD & DAVIS 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 **12-01-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **WILL BE PROVIDED BY STORM DRAINAGE SYSTEM AND DETENTION BY WIDENING THE DRAIN DITCH LOCATED WEST OF DOLITTLE ROAD.**

ROAD R.O.W. DEDICATION: **20 FEET ONTO DAVIS ROAD AND 10 FEET ONTO KENYON ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **11-16-2015** By, **JOE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **12-24-2015** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒SANITARY SEWER BY: **EDINBURG** LINE SIZE: **8"** LOCATION: **WEST OF DOLITTLE ROAD.**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **SOUTH OF DAVIS ROAD.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **12-02-2015** : 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: _____, __

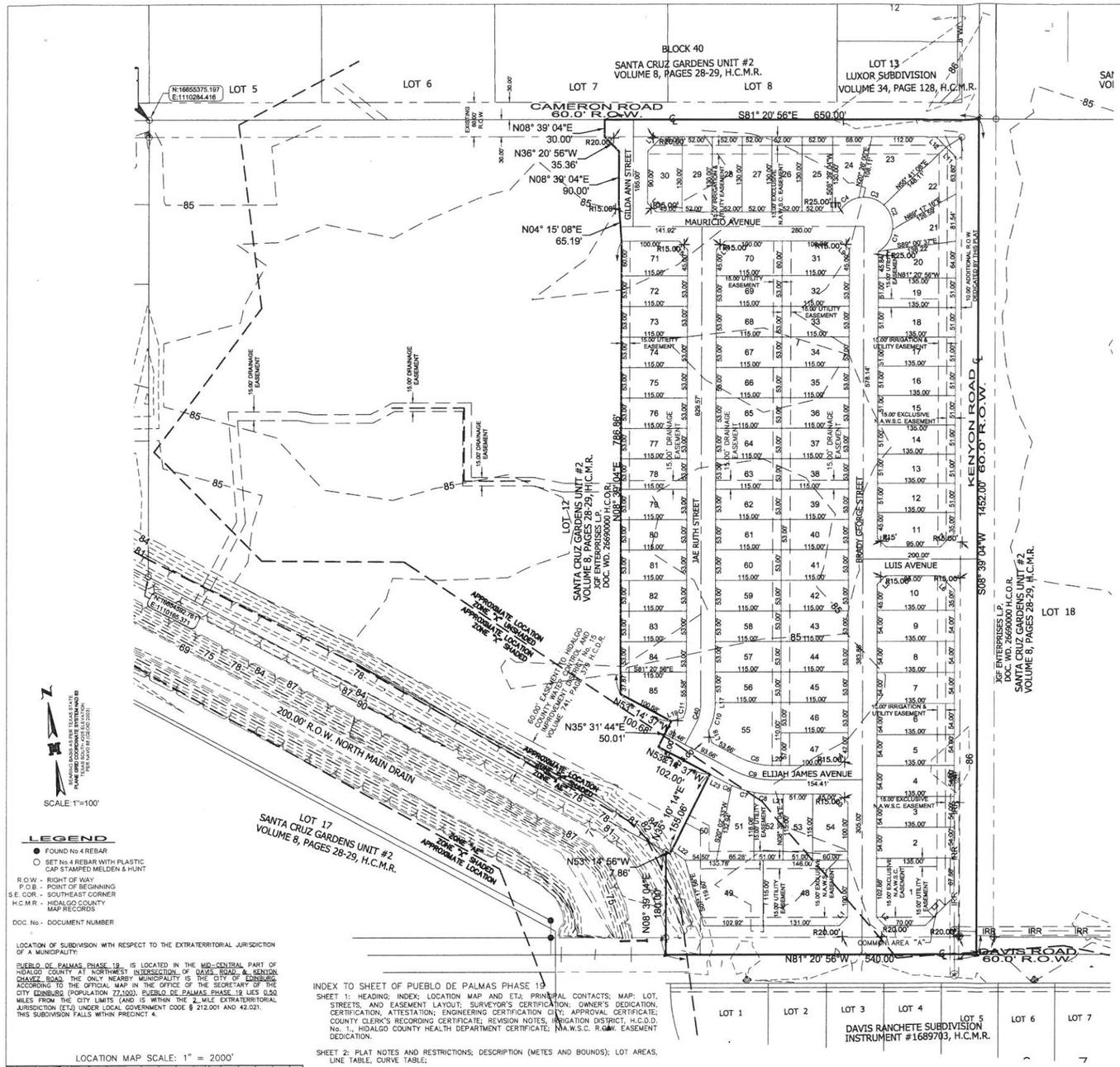
STAFF RECOMMENDS: ☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **EDINBURG**.

☐ **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.*



LEGEND

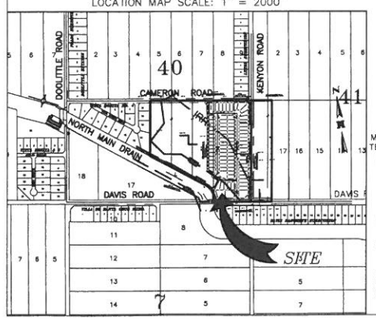
- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT

R.O.W. - RIGHT OF WAY
P.O.B. - POINT OF BEGINNING
S.E. COR. - SOUTHEAST CORNER
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
DOC. No.- DOCUMENT NUMBER

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

PUEBLO DE PALMAS PHASE 19 IS LOCATED IN THE MID-CENTRAL PART OF HIDALGO COUNTY AT NORTHWEST INTERSECTION OF DAVIS ROAD & KENYON CHAVEZ ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY EDINBURG (POPULATION 77,100). PUEBLO DE PALMAS PHASE 19 LIES 0.50 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021. THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

LOCATION MAP SCALE: 1" = 2000'



INDEX TO SHEET OF PUEBLO DE PALMAS PHASE 19

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; SURVEYOR'S CERTIFICATION; 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; M.A.W.S.C. R.O.W. EASEMENT DEDICATION.

SHEET 2: PLAT NOTES AND RESTRICTIONS; DESCRIPTION (METES AND BOUNDS); LOT AREAS, LINE TABLE, CURVE TABLE;

SHEET 3: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION), WATER DETAILS;

SHEET 4: ENGINEERING REPORT, INCLUDING DESCRIPTION OF SANITARY SEWER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); SUBDIVIDER CERTIFICATION; SANITARY SEWER LAYOUT; DETAILS

SHEET 5: MAP OF TOPOGRAPHY AND DRAINAGE LAYOUT; DITCH WIDENING & SECTION, STORM DRAINAGE CONSTRUCTION DETAILS; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION,

SHEET 6: MAP OF TOPOGRAPHY AND STREET LAYOUT; STREET DETAILS;

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE OFF: (956) 381-0981
EDINBURG, TX. 78541 FAX: (956) 381-1839
227 N. F.M. 3167 OFF: (956) 467-8256
RIO GRANDE CITY, TX. 78582 FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com ESTABLISHED 1947

DRAWN BY: CIRO DATE:
SURVEYED, CHECKED DATE:
FINAL CHECK DATE:

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
	JGF LAND CO. INC.				
OWNER:	J. GARY FRISBY, PRESIDENT	P.O. BOX 1000	MISSION, TX 78573	956-583-1114	956-583-8343
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 19

BEING A RESUBDIVISION OF 19.750 ACRES
CONSISTING OF ALL OF LOTS 10, 11,
& 1.920 ACRES OUT OF LOT 12, BLOCK 40,
AMENDED MAP OF SUBDIVISION
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

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 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE

_____ DAY OF _____ 2016.

_____
J. GARY FRISBY
JGF LAND CO. INC.
ITS SOLE GENERAL PARTNER

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2016.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

CITY OF EDINBURG
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY

_____ _____
DATE CHAIRPERSON PLANNING & ZONING COMMISSION

JGF ENTERPRISES, L.P.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS 19 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ DAY OF _____ 20___.

_____
HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY 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

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, J. GARY FRISBY, PRESIDENT OF JGF ENTERPRISES, L.P., AS OWNER OF THE 19.750 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PUEBLO 19 SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
J. GARY FRISBY, PRESIDENT DATE:
P.O. BOX 1000
MISSION, TEXAS 78573-1000

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2016 .

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

_____
FRED L. KURTH, PE # 54151
DATE PREPARED: SEPTEMBER 23, 2015
JOB No. (ENG.) 15139.00
BY: CIRO

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PLAT AND DESCRIPTION OF THE PUEBLO DE PALMAS PHASE 19 WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND ON 9/15/15 BY ME OR UNDER MY SUPERVISION.

_____
FRED L. KURTH, RPLS # 4750
DATE SURVEYED: 07-15-13
BOOK 1-1000, PGS. 5-6,9-10
JOB No. (SUR.) 15009.09

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

APPROVED BY IRRIGATION DISTRICT

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS _____ DAY OF _____, 2016 SUBJECT TO THE FOLLOWING
1.) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE;
2.) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL;
3.) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY AND EASEMENTS OF DISTRICT; AND
4.) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, THE LOT OWNER BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.

_____ _____
SECRETARY PRESIDENT

THE 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

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 19

BEING A RESUBDIVISION OF 19.750 ACRES
CONSISTING OF ALL OF LOTS 10, 11,
& 1.920 ACRES OUT OF LOT 12, BLOCK 40,
AMENDED MAP OF SUBDIVISION
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

Lot Area Table		
Lot #	SQ. FT.	Area
1	14,548.45	0.334
2	7,290.45	0.167
3	7,290.00	0.167
4	7,290.00	0.167
5	7,290.00	0.167
6	7,290.00	0.167
7	7,290.00	0.167
8	7,290.00	0.167
9	7,290.00	0.167
10	7,675.00	0.176
11	7,675.00	0.176
12	6,885.00	0.158
13	6,885.00	0.158
14	6,885.28	0.158
15	6,884.72	0.158
16	6,885.00	0.158
17	6,885.00	0.158
18	6,884.77	0.158
19	6,884.77	0.158
20	7,414.20	0.170

Lot Area Table		
Lot #	SQ. FT.	Area
21	6,651.80	0.153
22	8,484.60	0.195
23	10,727.64	0.246
24	6,594.75	0.151
25	6,759.82	0.155
26	6,760.00	0.155
27	6,760.00	0.155
28	6,760.00	0.155
29	6,760.00	0.155
30	7,375.00	0.169
31	6,787.50	0.156
32	6,095.00	0.140
33	6,095.00	0.140
34	6,095.00	0.140
35	6,095.00	0.140
36	6,095.00	0.140
37	6,095.00	0.140
38	6,095.00	0.140
39	6,095.00	0.140
40	6,095.00	0.140

Lot Area Table		
Lot #	SQ. FT.	Area
41	6,095.00	0.140
42	6,095.00	0.140
43	6,095.00	0.140
44	6,095.00	0.140
45	6,095.00	0.140
46	6,095.00	0.140
47	6,442.50	0.148
48	16,677.50	0.383
49	13,725.26	0.315
50	8,924.53	0.205
51	6,524.56	0.150
52	5,898.64	0.135
53	5,864.57	0.135
54	6,787.93	0.156
55	11,654.49	0.268
56	6,095.00	0.140
57	6,095.00	0.140
58	6,095.00	0.140
59	6,095.00	0.140
60	6,095.00	0.140

Lot Area Table		
Lot #	SQ. FT.	Area
61	6,095.00	0.140
62	6,095.00	0.140
63	6,095.00	0.140
64	6,095.00	0.140
65	6,095.00	0.140
66	6,095.00	0.140
67	6,095.00	0.140
68	6,095.00	0.140
69	6,095.00	0.140
70	6,787.50	0.156
71	6,787.50	0.156
72	6,095.00	0.140
73	6,095.00	0.140
74	6,095.00	0.140
75	6,095.00	0.140
76	6,095.00	0.140
77	6,095.00	0.140
78	6,095.00	0.140
79	6,095.30	0.140
80	6,094.70	0.140

Lot Area Table		
Lot #	SQ. FT.	Area
81	6,095.00	0.140
82	6,095.00	0.140
83	6,094.83	0.140
84	6,095.00	0.140
85	7,558.91	0.174

Lot Line Table		
Line #	Length	Direction
L1	21.21'	N53° 39' 04"E
L2	21.21'	N36° 20' 56"W
L3	70.71'	S53° 39' 04"W
L3	21.21'	N36° 20' 56"W
L4	21.21'	N53° 39' 04"E
L5	21.21'	N53° 39' 04"E
L6	35.36'	S36° 20' 56"E
L7	35.36'	S53° 39' 04"W
L8	21.21'	N36° 20' 56"W
L9	21.21'	N36° 20' 56"W
L10	11.70'	N81° 20' 56"W
L11	24.75'	N36° 20' 56"W
L12	24.75'	N36° 20' 56"W
L13	21.21'	S36° 20' 56"E
L14	35.36'	N53° 39' 04"E
L15	21.21'	N36° 20' 56"W
L16	21.21'	S53° 39' 04"W
L17	2.57'	S08° 39' 04"W
L18	21.21'	N08° 14' 37"W
L19	21.21'	S81° 45' 23"W
L20	14.41'	N81° 20' 56"W
L21	18.41'	N81° 20' 56"W
L22	28.99'	S45° 00' 16"E
L23	30.59'	S53° 14' 37"E

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" & "X"(SHADED) & AE;
ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. ZONE "X" SHADED AREA OF 500-YEAR FLOOD AND AREA OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THEN ONE FOOT OR WITH DRAINAGE AREAS LESS THEN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. ZONE "AE" IS DEFINED AS BASE FLOOD DETERMINED.
COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000 FURTHER REVISED AS PER LOMR DATED MAY 17, 2001.

COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 25.00 FEET.
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE: 18.00 FEET
CORNER GARAGE FRONT: 18.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET: 20.00 FEET

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. SINGLE FAMILY RESIDENCES SHALL INCLUDE THE FOLLOWING: MOBILE HOME, TRAVEL TRAILER, FRAME HOME, AND SLAB HOME, NO COMMERCIAL USE SHALL BE ALLOWED.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. DATUM BASED ON TEXAS SOUTH 4205 ELEVATION PER NAVD 88 (GEOID 2003)

-->B.M. NO. 1 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE NORTHWEST INTERSECTION OF DAVIS ROAD AND KENYON ROAD. LOCATED AT THE NORTHEAST CORNER OF LOT 2 OF PUEBLO DE PALMAS PHASE 19 SUBDIVISION. ELEV. 85.00. N:16656359.86, E:1114510.85.

-->B.M. NO. 2 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE SOUTHWEST SIDE OF CAMERON ROAD AND KENYON ROAD. LOCATED AT THE NORTHEAST CORNER OF LOT 68 OF THIS SUBDIVISION. ELEV. 85.20. N:16656893.64, E:1114592.00.

-->B.M. NO. 3 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE SOUTHWEST SIDE OF CAMERON ROAD AND INA ROAD. LOCATED AT THE NORTHEAST CORNER OF LOT 86 OF THIS SUBDIVISION. ELEV. 85.00. N:16656474.98, E:1113979.26.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 62,377 CUBIC -FEET 1.432 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 4 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT'S DETERMINES AT THE DEVELOPMENT PERMIT STATE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

7. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISH 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.

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 PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. 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. NO DRIVEWAY LOT ACCESS WILL BE ALLOWED FOR LOTS 2 THROUGH 22. NO DRIVEWAY LOT ACCESS WILL BE ALLOWED FOR LOTS 23 THROUGH 30 ONTO CAMERON ROAD. DEVELOPER SHALL INSTALL A 6" CHAIN-LINK BUFFER FENCE.

12. COMMON AREA "A" WILL BE OWNED AND MAINTAINED BY HOME OWNER ASSOCIATION.

13. 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 METERS.

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	46.68'	50.00'	053° 29' 15"	N41° 54' 27"E	45.00'	25.20'
C2	46.68'	50.00'	053° 29' 15"	N11° 34' 48"W	45.00'	25.20'
C3	46.68'	50.00'	053° 29' 15"	N65° 04' 02"W	45.00'	25.20'
C4	43.23'	50.00'	049° 32' 16"	S63° 25' 12"W	41.90'	23.07'
C5	61.32'	125.00'	028° 06' 20"	S67° 17' 46"E	60.70'	31.29'
C6	12.06'	175.00'	003° 56' 53"	S55° 13' 03"E	12.06'	6.03'
C7	41.00'	175.00'	013° 25' 21"	S63° 54' 10"E	40.90'	20.59'
C8	32.79'	175.00'	010° 44' 04"	S75° 58' 53"E	32.74'	16.44'
C9	73.58'	150.00'	028° 06' 20"	S67° 17' 46"E	72.84'	37.55'
C10	49.05'	100.00'	028° 06' 19"	N22° 42' 14"E	48.56'	25.03'
C11	24.53'	50.00'	028° 06' 20"	N22° 42' 14"E	24.28'	12.52'
C40	36.79'	75.00'	028° 06' 20"	N22° 42' 14"E	36.42'	18.77'

DESCRIPTION OF PUEBLO DE PALMAS PHASE 19

METES AND BOUNDS DESCRIPTION

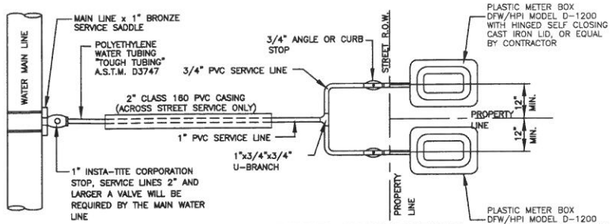
A TRACT OF LAND CONTAINING 19.750 ACRES OF LAND SITUATED IN THE COUNTY OF HIDALGO, TEXAS BEING ALL OF LOTS 10, 11, AND 1.920 ACRES OUT OF LOT 12, BLOCK 40, OUR OF AMENDED MAP OF SUBDIVISION SANTA CRUZ GARDENS UNIT NO. 2, AS RECORDED IN VOLUME 8, PAGE 28 AND 29, HIDALGO COUNTY MAP RECORDS, SAID 19.750 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST INTERSION OF SAID LOT 10 AND FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 08° 39' 04" W, AT ALONG THE EAST LINE OF SAID LOT 10 AND WITHIN KENYON ROAD RIGTH-OF-WAY A DISTANCE OF 1452.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10 AND THE INTERSECTION OF DAVIS ROAD AND KENYON ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT;
2. THENCE, N 81° 20' 56" W, ALONG THE SOUTH LINE OF SAID LOTS 10 AND 11 OF BLOCK 40, SAID LINE ALSO BEING WITHIN THE RIGHT-OF-WAY OF DAVIS ROAD, A DISTANCE OF 540.00 FEET TO A COTTON PICKER SPINDLE FOUND THE SOUTHWEST CORNER OF SAID LOT 11 AND FOR AN OUTSIDE CORNER OF THIS TRACT;
3. THENCE, N 08° 39' 04" E, AT A DISTANCE OF 30.00 FEET PASS A NO. 4 REBAR SET ON THE NORTH LINE OF SAID DAVIS ROAD, CONTINUING A TOTAL DISTANCE OF 180.00 FEET TO A NO. 4 REBAR SET AT THE SOUTHEAST CORNER OF SAID LOT 12, AND FOR AN INSIDE CORNER OF THIS TRACT;
4. THENCE, S 53° 14' 56" E, A DISTANCE OF 7.86 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
5. THENCE, N 35° 10' 14" E, A DISTANCE OF 155.06 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
6. THENCE, N 81° 20' 56" W, A DISTANCE OF 102.00 FEET TO A NO. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;
6. THENCE, N 35° 31' 44" E, A DISTANCE OF 50.01 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
7. THENCE, N 53° 14' 37" W, AT A DISTANCE OF 9.98 FEET PASS THE WEST LINE OF SAID LOT 11, BLOCK 40, A DISTANCE OF 100.68 FEET TO A NO. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;
8. THENCE N 08° 39' 04" E, A DISTANCE OF 786.86 FEET TO A NO. 4 REBAR SET FOR AN ANGLE POINT OF THIS TRACT;
6. THENCE, N 04° 15' 08" E, A DISTANCE OF 65.19 FEET TO A NO. 4 REBAR SET FOR AN ANGLE POINT OF THIS TRACT;
7. THENCE N 08° 39' 04" E, A DISTANCE OF 90.00 FEET TO A NO. 4 REBAR SET FOR AN ANGLE POINT OF THIS TRACT;
7. THENCE N 36° 20' 56" W, A DISTANCE OF 35.36 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CAMERON ROAD AND A NO. 4 REBAR SET FOR AN ANGLE POINT OF THIS TRACT;
7. THENCE N 08° 39' 04" E, A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF SAID LOT 12, BLOCK 40 AND THE CENTER LINE OF CAMERON ROAD AND A NO. 4 REBAR SET FOR AN ANGLE POINT OF THIS TRACT;
8. THENCE, S 81° 20' 56" E, ALONG THE NORTH LINES OF SAID LOT 12, 11, 10, BLOCK 40, AND WITHIN THE RIGHT-OF-WAY LINE OF SAID CAMERON ROAD, A DISTANCE OF 650.00 FEET TO THE POINT OF BEGINNING, CONTAINING 19.750 ACRES, MORE OR LESS.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

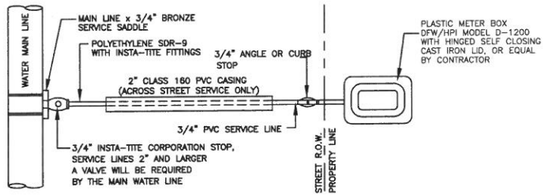
MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE, EDINBURG, TX. 78541 — OFF: (956) 381-0981, FAX: (956) 381-1839
227 N. F.M. 3167, RIO GRANDE CITY, TX. 78582 — OFF: (956) 487-8256, FAX: (956) 486-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947



DUAL WATER SERVICE CONNECTION

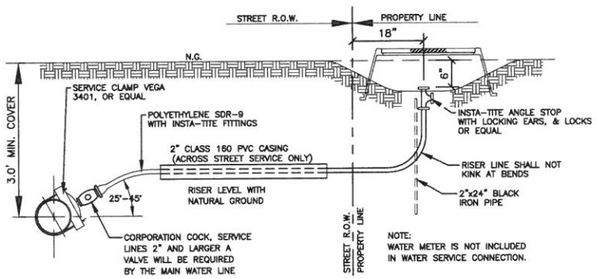
N.T.S.

NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.



SINGLE WATER SERVICE CONNECTION

N.T.S.



TYPICAL WATER SERVICE CONNECTION ELEVATION

N.T.S.

FINAL WATER AND SEWER ENGINEERING REPORT FORMAT
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 19 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 STUB TO THE SOUTH ALONG THE NORTHWEST INTERSECTION OF CAMERON ROAD AND KENYON ROAD AND AN EXISTING 8" DIAMETER WATER LINE RUNNING WITHIN AN EXISTING 15.00 FOOT EXCLUSIVE N.A.W.S.C. EASEMENT ALONG THE SOUTH RIGHT-OF-WAY OF DAVIS ROAD. THE WATER SYSTEM FOR PUEBLO DE PALMAS PHASE 19 CONSISTS OF A 8" DIAMETER WATER LINE THAT CONNECTS INTO THE EXISTING 8" LINES PREVIOUSLY MENTION. THIS 8" LINE CONNECTS TO THE EXISTING WATER LINE ALONG THE SOUTH RIGHT-OF-WAY OF DAVIS ROAD THEN RUNS NORTH WITHIN AN EXCLUSIVE N.A.W.S.C. EASEMENT ALONG THE WEST SIDE OF KENYON ROAD RIGHT-OF-WAY AND CONNECTION TO THE 8" WATER LINE AT THE NORTHWEST INTERSECTION OF KEYNON ROAD AND CAMERON ROAD. ANOTHER 8" LINE CONNECT TO THE PREVIOUSLY MENTION 8" WATER LINE CROSSING EAST ENDING WITH A 2" FLUSH VALVE AND RUNNING WEST ALONG THE SOUTH RIGHT-OF-WAY OF LUIS AVENUE CONNECTING TO AN 8" WATER LINE AT THE NORTH EAST CORNER OF LOT 42. AN OTHER 2-8" WATER LINE RUNS NORTH AND SOUTH ALONG THE WEST RIGHT-OF-WAY OF BRADY GEORGE STREET AND THE EAST SIDE OF JAE RUTH STREET RIGTH-OF-WAY. ANOTHER 2-8" LINE RUN EAST AND WEST ALONG THE SOUTH RIGHT-OF-WAY OF MAURICIO AVENUE ENDING WITH A 2" FLUSH VALVE AT THE NORTHWEST CORNER OF LOT 71 AND ALONG THE NORTH RIGHT-OF-WAY OF ELIJAH JAMES AVENUE ENDING WITH A 2" FLUSH VALVE AT THE SOUTHEAST CORNER OF LOT 85. AN OTHER 8" WATER LINE RUNS WEST WITHIN AN EXCLUSIVE 15' N.A.W.S.C. EASEMENT ALONG THE SOUTH LINE OF LOT 48 TO SERVE THIS SUBDIVISION.

WATER DISTRIBUTION FOR THE PUEBLO DE PALMAS PHASE 19 SUBDIVISION CONSISTS OF THIRTY-SEVEN (37) -1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND ELEVEN (11) -¾" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $95,200.00, OR $1120.00 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $92,480.00, WHICH COVERS THE $1088.00 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.E.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 4 FIRE HYDRANTS AT A UNIT COST OF $2,500.00 FOR A TOTAL COST OF $10,000.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

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 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 $187,680.00 WHICH EQUALS TO $21208.00 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $200,000.00 WHICH EQUALS TO $2,352.94 PER LOT.

_____ _____
ENGINEER'S SIGNATURE DATE

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH (WATER AND WASTE WATER DISTRIBUTION SYSTEM BEING INSTALLED)
PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 19 SUBDIVISION RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

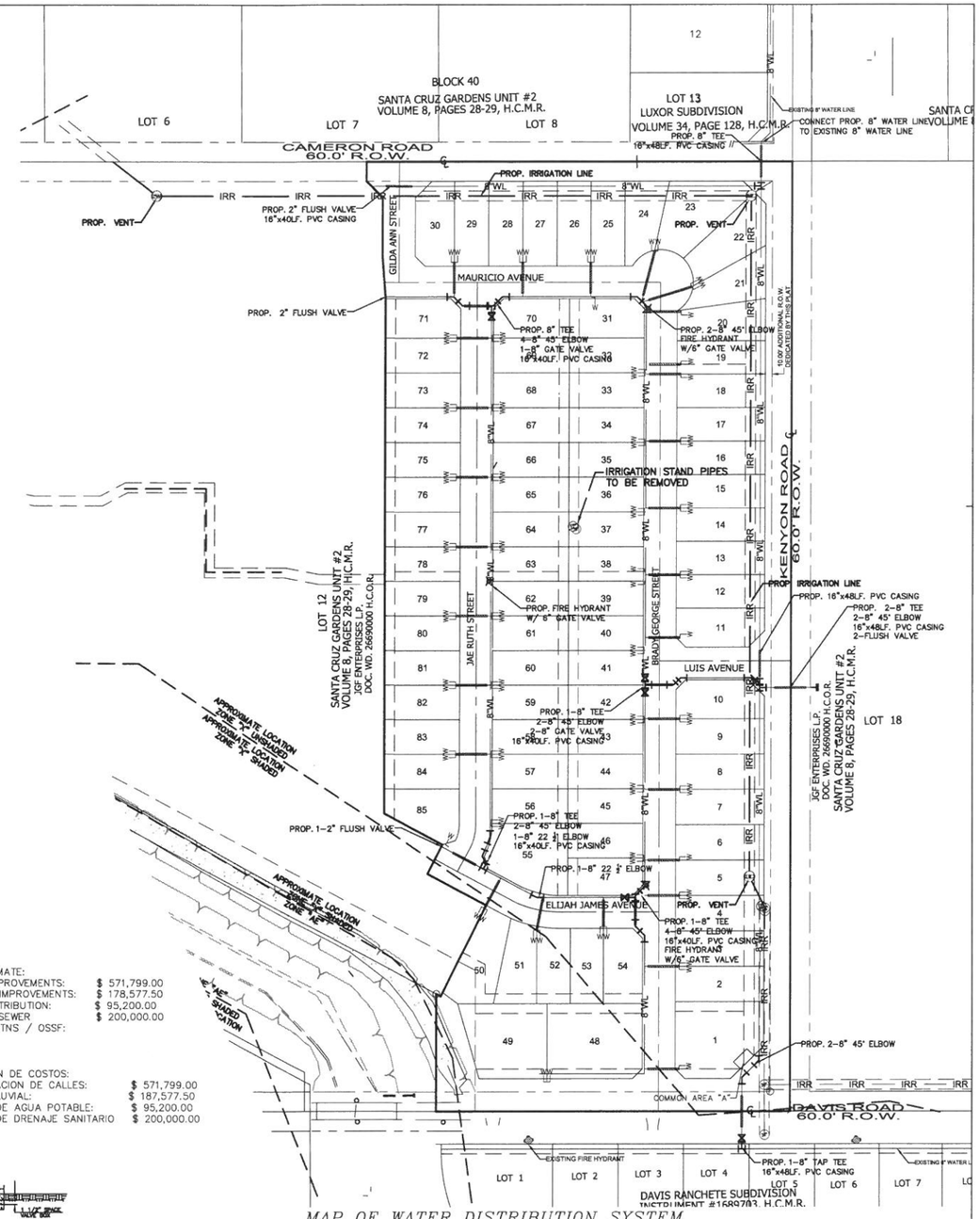
EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 19 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS QUE PASA DENTRO DE UN CONSECCION EXCLUSIVO DE N.A.W.S.C. POR EL LADO SUR DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA DAVIS ROAD Y UN CONDUCTO LOCALIZADO EN LA INTERSECCION NOROESTE DE KENYON ROAD Y CAMERON ROAD. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 19 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS EN EL LADO SUR DE DAVIS ROAD Y SIGUE HACIA EL NORTE DENTRO DE UNA CONSECCION EXCLUSIVA DE N.A.W.S.C. POR EL LADO OESTE DE LA CALLE KENYON ROAD Y SE CONECTA CON LA LINEA DE 8" DE AGUA EN EL LADO NORESTE DE KENYON ROAD Y CAMERON ROAD. UNA LINEA DE 8" PULGADAS SE CONNECTA A LA LINEA PREVIAMENTE MENCIONADA CRUSADO A KENYON ROAD AL ESTE TERMINANDO CON UNA VÁLVULA DE PRESIÓN DE 2 PULGADAS. OTRO CONDUCTO DE AGUA DE 8 PULGADAS CORRI AL OESTE POR EL LADO SUR DE LA LUIS AVENUE CONECTÁNDOSE CON LA LINEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIÁMETRO LOCALIZADA AL LADO NORESTE DE LOTE 42. OTRO 2 CONDUCTO DE 8 PULGADAS CORREN NORTE Y SUR EN EL LADO OESTE DE BRADY GEORGE STREET Y EN EL LADO ESTE DE JAE RUTH STREET. OTROS 2 CONCUCTO DE 8" ES CONECTADO A LA LINEAS DE AGUA PREVIAMENTE MENCIONADA LA CUAL SERÁ EXTENDIDA RUMBO AL OESTE POR EL LADO SUR DE LA CALLE MAURICIO AVENUE Y EN EL LADO NORTE DE LA CALLE ELIJAH JAMES AVENUE TERMINANDO CON UNA VÁLVULA DE PRESIÓN DE 2 PULGADAS.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN TREINTA-SIETE DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE. Y ONSE (11) CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE YA SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO, LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 95,200.00 O $ 1120.00 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 92,480.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $1,088.00. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.E.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 4 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 2,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $10,000.00. 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.

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 $ 187,680.00 O $ 21208.00 POR LOTE

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $200,000.00 O $2,352.94 POR LOTE.

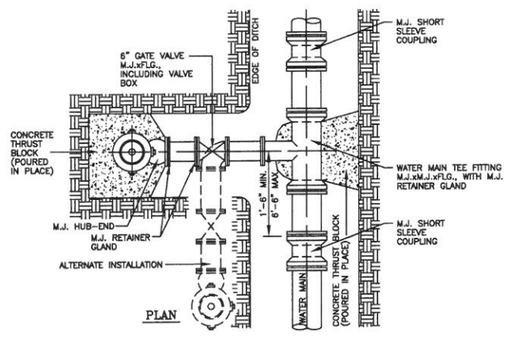


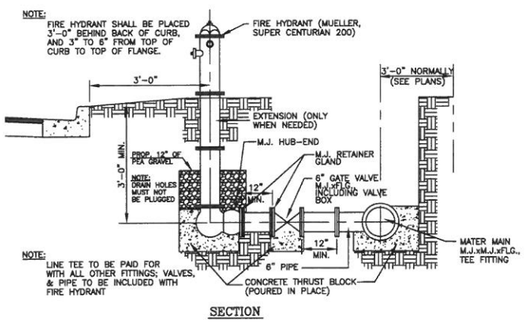
COST ESTIMATE:

5710NG IMPROVEMENTS:	$ 571,799.00
DRAINAGE IMPROVEMENTS:	$ 178,577.50
WATER DISTRIBUTION:	$ 95,200.00
SANITARY SEWER IMPROVEMETNS / OSSF:	$ 200,000.00

ESTIMACION DE COSTOS:

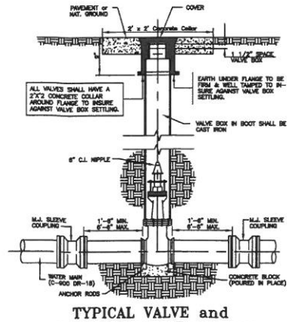
PAVIMENTACION DE CALLES:	$ 571,799.00
DREAJE PLUVIAL:	$ 187,577.50
SERVICIO DE AGUA POTABLE:	$ 95,200.00
SERVICIO DE DRENAJE SANITARIO	$ 200,000.00





TYPICAL FIRE HYDRANT INSTALLATION

N.T.S.



TYPICAL VALVE and VALVE BOX INSTALLATION

N.T.S.

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

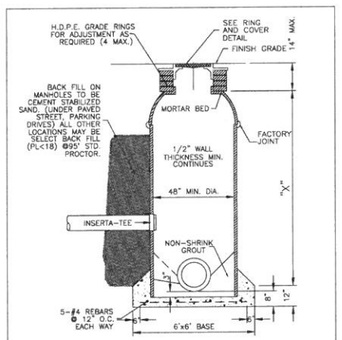
WATER LAYOUT MAP OF

PUEBLO DE PALMAS PHASE 19

BEING A RESUBDIVISION OF 19.750 ACRES
CONSISTING OF ALL OF LOTS 10, 11,
& 1.920 ACRES OUT OF LOT 12, BLOCK 40,
AMENDED MAP OF SUBDIVISION
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

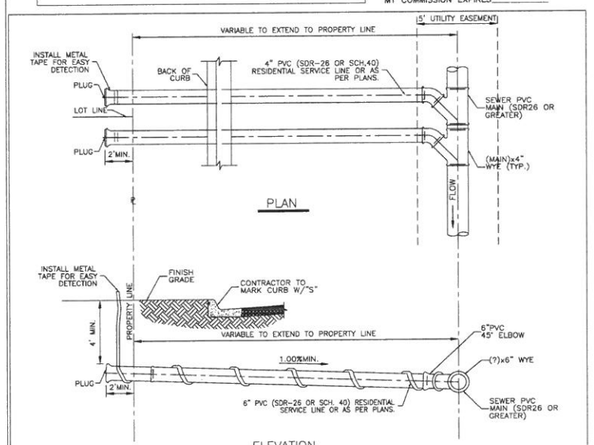
MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

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S-3 TYPICAL FIBERGLASS MANHOLE

NOTE: ALL DROP CONNECTIONS TO M.H. SHALL USE INSERTA-TEE



S-2 TYPICAL MULTIFAMILY AND COMMERCIAL SEWER SERVICE DETAIL

(MULTIFAMILY UP TO TRIPLEX)

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. I, J. GARY FRISBY SUBDIVIDER OF PUEBLO DE PALMAS PHASE 19 SUBDIVISION HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
J. GARY FRISBY

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED,GEVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

_____DAY OF _____20____.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 19 SUBDIVISION WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF EDINBURG. THE SUBDIVIDER AND CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF EDINBURG HAS PROMISED TO TREAT THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND THE CITY OF EDINBURG 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.

THE CITY OF EDINBURG HAS AN EXISTING 12" DIAMETER SEWER LINE RUNNING ALONG THE WEST SIDE OF THE RIGHT-OF-WAY OF DOOLITTLE ROAD. THE WASTEWATER SYSTEM FOR PUEBLO DE PALMAS PHASE 19 SUBDIVISION CONSISTS OF AN 15", 10"AND 8" DIAMETER SEWER LINES OF WHICH THE 15" TAPS INTO THE EXISTING 12" LINE. THIS 15" LINE THEN RUNS EAST ALONG THE SOUTH SIDE OF CAMERON ROAD RIGHT-OF-WAY THEN RUNS SOUTH THEN EAST RUNNING ALONG THE NORTH RIGHT-OF-WAY OF MAURICIO AVENUE THEN RUNS SOUTH ALONG THE EAST SIDE OF BRADY GEORGE STREET ENDING WITH A 48" SANITARY SEWER MANHOLE ON THE NORTHWEST CORNER OF LOT 1 THEN RUNS WEST CROSSING BRADY GEORGE STREET TO THE WEST ENDING WITH A MANHOLE AT THE NORTHEAST CORNER OF LOT 49. ANOTHER 15" LINE CONNECTING TO THE PREVIOUSLY MENTIONED 15' SEWER LINE WITH AN MANHOLE AT THE SOUTHWEST CORNER OF LOT 19 THEN RUNS EAST ALONG THE SOUTH LINE OF LOT 19 CROSSING KENYAN ROAD, ANOTHER 8" LINE TAPS INTO THE 15" SEWER LINE WITH A MANHOLE AT THE SOUTHWEST CORNER OF LOT 29 THEN RUN SOUTH ALONG THE WEST RIGHT-OF-WAY OF JAE RUTH STREET ENDING WITH A MANHOLE AT THE NORTHEAST CORNER OF LOT 85. AN ANOTHER 10" SEWER LINE CONNECT TO THE 15" SEWER LINE WITH A MANHOLE THEN RUNS SOUTH THEN EAST ALONG THE SOUTH RIGHT-OF-WAY OF ELIJAH JAMES AVENUE ENDING WITH A MANHOLE AT THE NORTHWEST CORNER OF LOT 51.

THE 15", 10" AND 8" LINE, 4' SERVICE LINE AND EIGHT (8) 48' SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $325,772.75 OR $5,011.88 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID THE CITY OF EDINBURG THE SUM OF $37,785.65 WHICH COVERS THE $581.31 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO CITY OF EDINBURG. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE 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:

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $200,000.00 WHICH EQUALS TO $2,352.94 PER LOT.

_____ _____
ENGINEER'S SIGNATURE DATE

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 19 RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE LA CIUDAD DE EDINBURG. EL DUEÑO DE LA SUBDIVISIÓN Y CIUDAD DE EDINBURG HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. CIUDAD DE EDINBURG HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 19 CONSISTE DE UN CONDUCTO DE DRENAJE DE 12 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA DOOLITTLE ROAD.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO DE LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 19 CONSISTE DE UN CONDUCTO DE DRENAJE DE 15 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE DRENAJE SANITARIO EXISTENTE DE 12 PULGADAS. ESTA LÍNEA DE 15 PULGADAS CUAL SIGUE HACIA EL ESTE POR EL LADO SUR DE LA CALLE CAMERON ROAD LUEGO CORRE AL SUR, LUEGO CORRE AL ESTES POR EL LADO NORTE DE LA CALLE MAURICIO STREET, LUEGO AL SUR POR EL LADO ESTE DE BRADY GEORGE STREET LUEGO CRUSADO BRADY GEORGE STREET AL OESTE EN EL LADO NOROESTE DE LOTE 1, Y TERMINARA CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL NOROESTE DE LOTE 49. OTRO CONDUCTO DE DRENAJE DE 8 PULGADAS DE DIÁMETRO SE CONECTÁ CON UNA ALCANTARILLA DE 48 PULGADAS HA LA LÍNEA LOCALIZADO AL SUROESTE DE LOTE 29, CORRIENDO AL SUR POR EL LADO OESTE DE LA CALLE JAE RUTH STREET, TERMINARA CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL NOROESTE DE LOTE 85. OTRO CONDUCTO DE 15 PULGADAS SERÁ CONECTADO A LA LÍNEA DE DRENAJE PREVIAMENTE MENCIONADA CON UNA ALCANTARILLA DE 48 PULGADAS HA LA LÍNEA LOCALIZADO AL SUROESTE DE LOTE 19 LA CUAL SERÁ EXTENDIDA RUMBO AL ESTE POR EL LADO SUR DE LOTE 19 Y CURSADO LA CALLE KENYON ROAD. OTRO CONDUCTO DE DRENAJE DE 10 & 8 PULGADAS DE DIÁMETRO SE CONECTÁ CON UNA ALCANTARILLA DE 48 PULGADAS HA LA LÍNEA DE 15 PULGADAS, CORRIENDO AL SUR LUEBLO AL ESTES POR EL LADO SUR DE LA CALLE ELIJAH JAMES AVENUE, TERMINARA CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL NOROESTE DE LOTE 51.

LAS LÍNEAS DE 15, 10, Y 8 PULGADAS, SERVICIO DE 4 PULGADAS Y OCHO (8) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $325,772.75 O $5,011.88 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA CIUDAD DE EDINBURG UN COSTO TOTAL DE $37,785.65, O $581.31 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

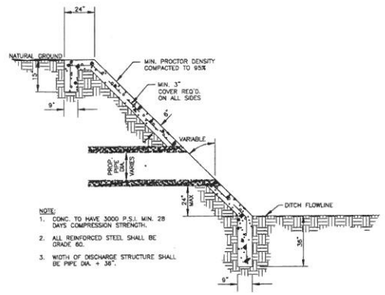
DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $200,000.00 O $2,352.94 POR LOTE.

SANITARY SEWER MAP OF

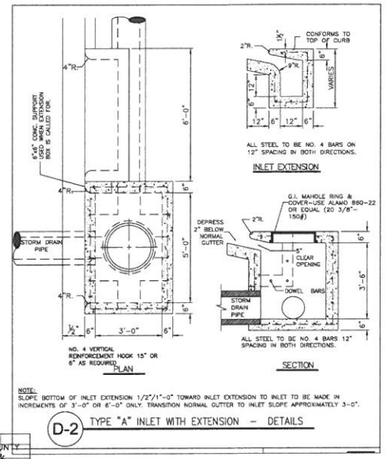
PUEBLO DE PALMAS PHASE 19

BEING A RESUBDIVISION OF 19.750 ACRES
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SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

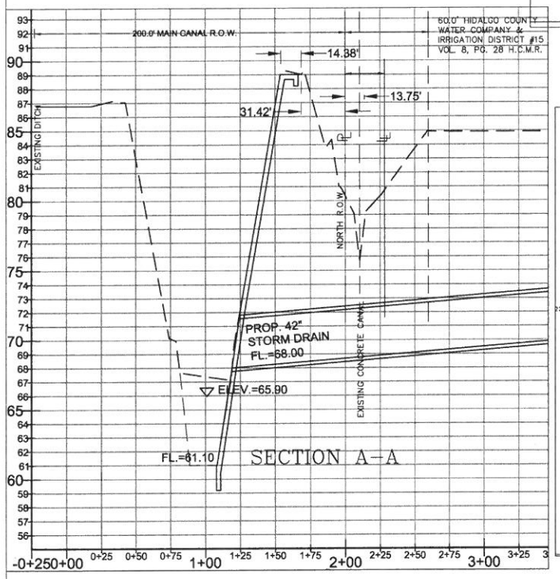
MELDEN & HUNT, INC.
TEXAS REGIST. F-1435
MELDEN & HUNT INC.
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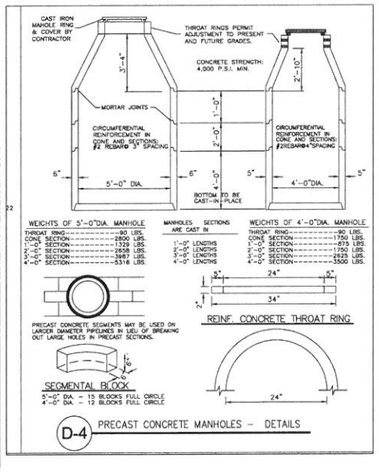


H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.

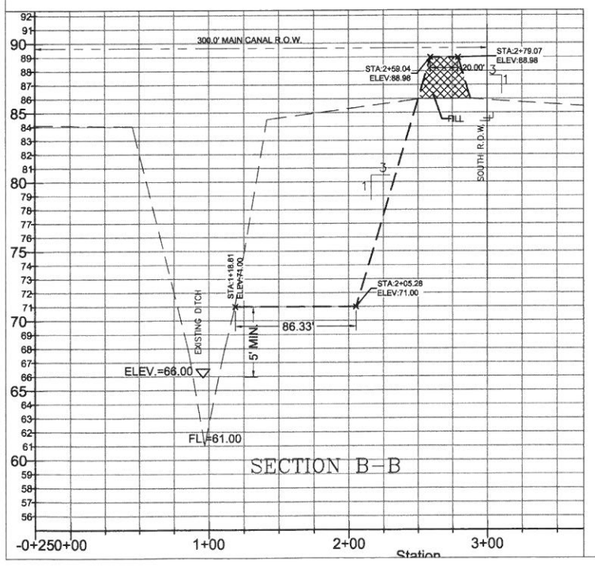


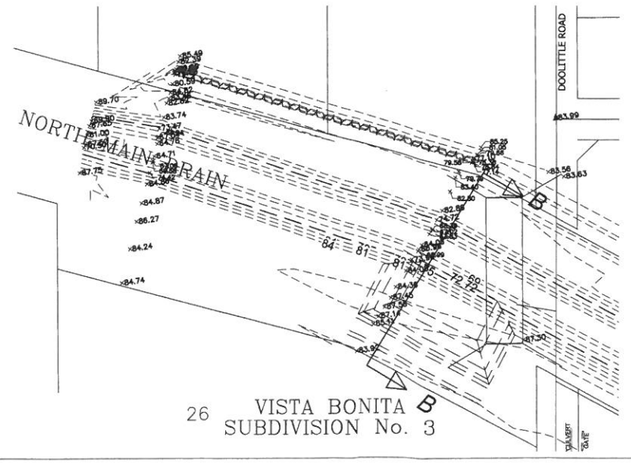
D-2 TYPE "A" INLET WITH EXTENSION — DETAILS

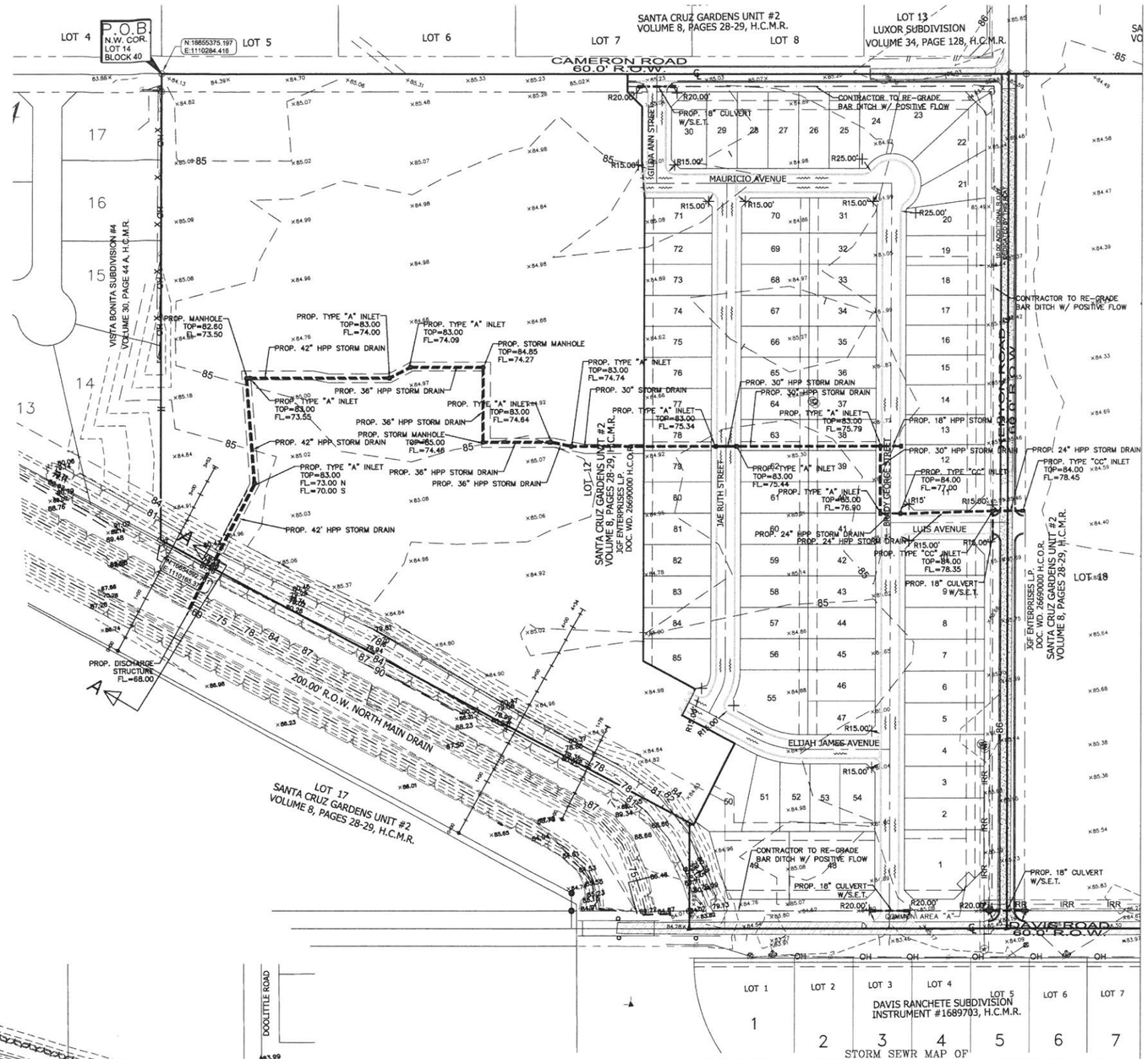




D-4 PRECAST CONCRETE MANHOLES — DETAILS







DRAINAGE STATEMENT
PUEBLO DE PALMAS PHASE 19

PUEBLO DE PALMAS PHASE 19 IS A 19.750 ACRES TRACT OF LAND OUT OF ALL OF LOTS 10-12, BLOCK 40, OUT OF AMENDED MAP OF SUBDIVISION SANTA CRUZ GARDENS UNIT #2, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 8, PAGE 28-29, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS LOCATED BETWEEN CAMERON ROAD AND DAVIS ROAD AND ALONG THE WEST SIDE OF KENYON ROAD. THE PROPERTY IS CURRENTLY FARM LAND AND IS LOCATED IN ZONE "X" SHADED, ZONE "X" UNSHADED AND ZONE "AE" IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0325 D. MAP REVISED JUNE 6, 2000 FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001. ZONE "X" SHADED IS DEFINED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE ARES LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD".
ZONE "X UNSHADED" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN."
ZONE "AE" IS DEFINED AS "BASE FLOOD ELEVATION DETERMINED. BFE 82.80.
THE LAND IS CURRENTLY AGRICULTURAL AND WILL BE USED FOR RESIDENTIAL. PHASE 19 WILL CONSIST OF 119 LOTS.

THE SOILS ARE FINE SANDY LOAM, SANDY CLAY LOAM WHICH IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. THIS SOIL IS IN HYDROLOGIC GROUP "B". (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS")

EXISTING RUNOFF IS BY SURFACE FLOW IN A SOUTHERLY DIRECTION AND HAS A RUNOFF OF 4.88 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE EXISTING DRAINAGE FOR PUEBLO DE PALMAS PHASE 19 IS PART OF THE OVERALL IMPROVEMENTS OF PUEBLO DE PALMAS PHASE 19 OVERALL SUBDIVISION. THESE IMPROVEMENTS HAVE ALREADY BEEN CONSTRUCTED AS PER THE APPROVED DRAINAGE REPORT FOR PUEBLO DE PALMAS PHASE 19 OVERALL SUBDIVISION (SEE ATTACHED)

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, REVISED JUNE 6, 2000 IS CONTAINED WITHIN THE WIDENING OF THE NORTH MAIN DRAIN ALONG THE NORTH SIDE OF VISTA BONITA SUBDIVISION.

FRED L. KURTH, PE # 54151 RPLS # 4750 DATE:

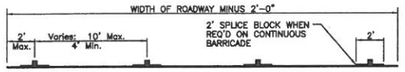
STORM SEWR MAP OF

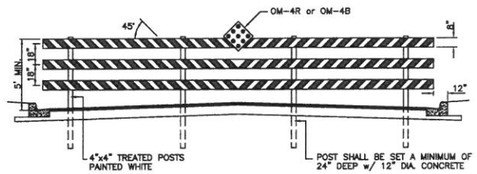
PUEBLO DE PALMAS PHASE 19

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CONSISTING OF ALL OF LOTS 10, 11,
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AMENDED MAP OF SUBDIVISION
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TYPE III DEAD-END STREET BARRICADE

GENERAL NOTES :

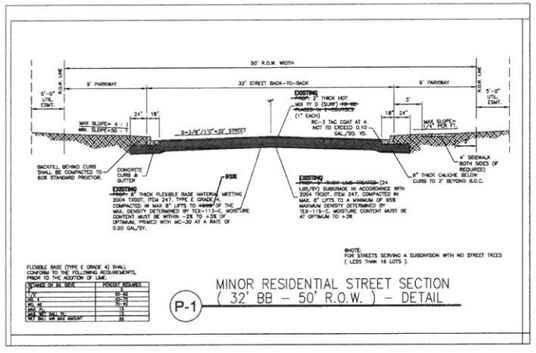
WIDTH OF RAIL SHALL BE A MINIMUM OF 8", 2' NOMINAL SMOOTH LUMBER.

RAILS SHALL BE FASTENED TO EACH POST WITH 1/4" STEEL BOLTS WITH WASHER ON EACH SIDE. BOLT THREADS SHALL BE PEENED.

THE RAILS SHALL RECEIVE TWO COATS OF WHITE OIL BASE OUTDOOR PAINT, THEN SHALL HAVE 6" WIDE REFLECTORIZED RED STRIPES OF TAPE PLACED ON 45° SLOPES, DOWN AND TOWARDS THE CENTER OF THE BARRICADE.

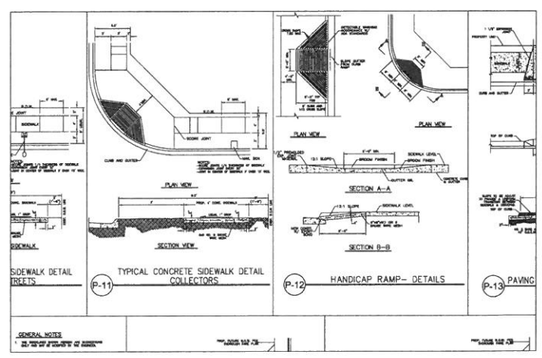
BARRICADES MAY BE CONSTRUCTED IN SECTIONS OR MAY BE CONTINUOUS ACROSS ROADWAY WIDTH. SPLICES ON CONTINUOUS RAIL BARRICADES SHALL BE AT POSTS AND SHALL HAVE A 2' SPLICE BLOCK ON BACK SIDE OF THE SAME MATERIAL AS RAIL.

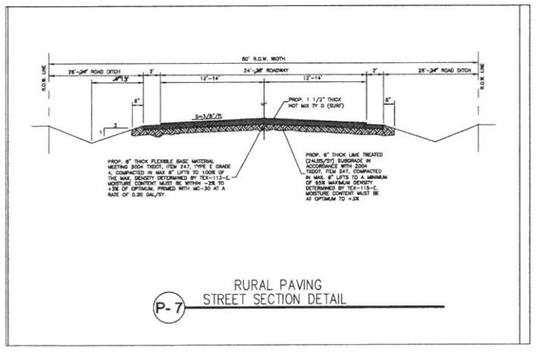
18" DIAMOND REFLECTORIZED RED PANEL OR 18" DIAMOND RED OR BLACK PANEL WITH 9-3" DIA. RED REFLECTORS SYMMETRICALLY PLACED AT CENTER OR CENTER POST.



MINOR RESIDENTIAL STREET SECTION (32' BB - 50' R.O.W.) - DETAIL

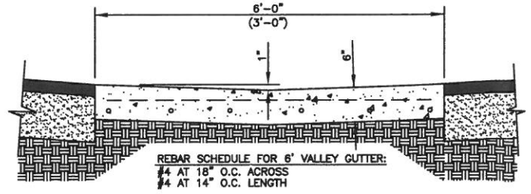
P-1





RURAL PAVING
STREET SECTION DETAIL

P-7

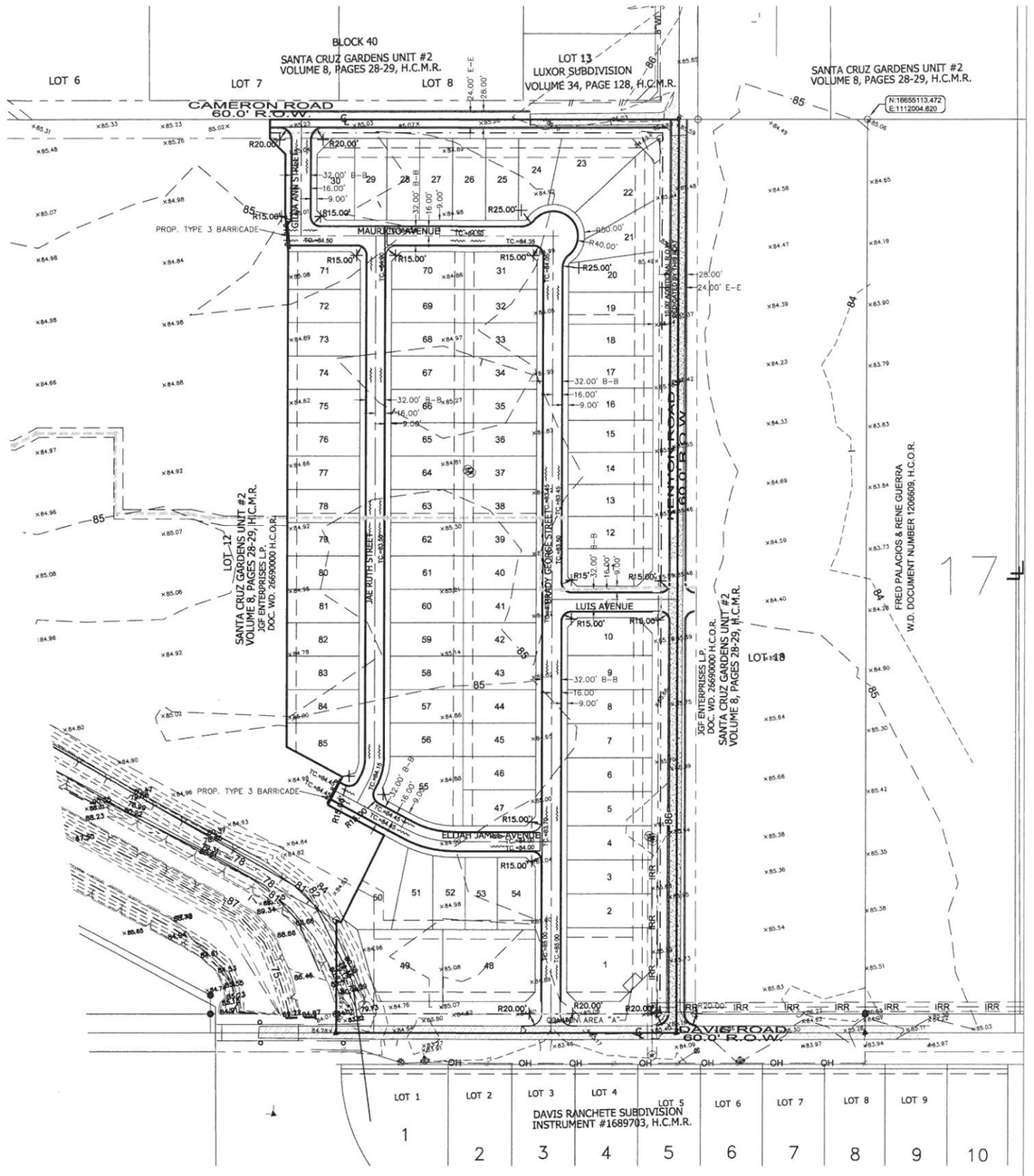


SECTION "CC" - CONCRETE VALLEY GUTTER

N.T.S.

GENERAL NOTES:

1. ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND TYPE 2 WHITE PIGMENTED IN ACCORDANCE w/ THD 1972 SPECIFICATIONS ITEM 531. CONSIDERED INCIDENTAL TO CONCRETE WORK.
2. 1/2" EXPANSION JOINTS REQUIRED AT 70' c.c. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' c.c.



STREET LAUOUT MAP OF

PUEBLO DE PALMAS PHASE 19

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CONSISTING OF ALL OF LOTS 10, 11,
& 1.920 ACRES OUT OF LOT 12, BLOCK 40,
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ESTABLISHED 1947

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: 2-02-2016

PROPOSED RSBR FM 2128 SUBDIVISION, PRECINCT No. 4.

ENGINEER: MELDEN & HUNT, INC. DEVELOPER: LETICIA A. ALAMIA-O'NEILL

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ____ ☐ *SINGLE FAMILY ____ ☐ *MULTI-FAMILY 1 ☒ COMMERCIAL ____ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: NORTH OF RICHARDSON ROAD APPROXIMATELY ¼ MILE WEST OF ALAMO ROAD.

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* EDINBURG *and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 11-20-2015 PROPERTY LIES WITHIN FLOOD ZONE: " X " AS PER FEMA.

DRAINAGE DESIGN: DRAINAGE WILL BE ACCOMPLISHED BY DETENTION POND LOCATED ON THE BACKSIDE OF THE LOT.

ROAD R.O.W. DEDICATION: NO R.O.W. DEDICATION IS REQUIRED.

H.C.R.O.W. PRELIMINARY APPROVAL DATE: 11-23-2015 By, JOE OCHOA, PCT. 4 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: 11-24-2015 By, Elizardo "Chardo" Ramos Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF INSTALLED AT BUILDING PERMIT STAGE.

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 6" LOCATION: SOUTH SIDE OF RICHARDSON ROAD.

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 12-04-2015 : 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:

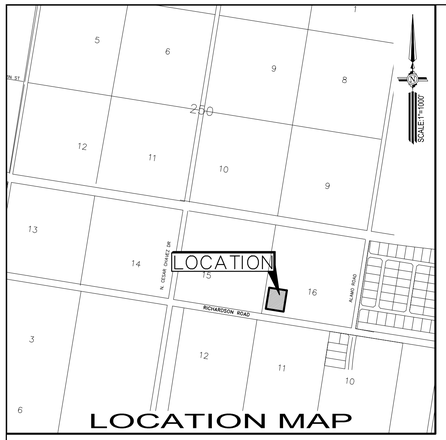
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* EDINBURG.

☐ **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.

*



SCALE: 1" = 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

RSBR DG (FM 2128) SUBDIVISION IS LOCATED IN THE CENTRAL PART OF HIDALGO COUNTY AND ON THE NORTH SIDE OF FM 2128 (RICHARDSON STREET) , AND 1/4 MILE EAST FROM N. CESAR CHAVEZ DRIVE , THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. RSBR DG (FM 2128) SUBDIVISION FALLS IN THE RURAL AREA OF HIDALGO COUNTY. THIS SUBDIVISION FALLS WITHIN PRECINCT 4.
EDINBURG POPULATION IS 77,100 ACCORDING TO THE 2010 US CENSUS.

MINOR PLAT OF
RSBR DG (FM 2128) SUBDIVISION

BEING A RE-SUBDIVISION OF
1.722 ACRES (75,000.13 S.F.)
OUT OF LOT 16, SECTION 250,
TEXAS-MEXICAN RAILWAY COMPANY SURVEY
AS RECORDED IN
VOLUME 1, PAGES 16, H.C.M.R.
HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 1.722 ACRES OF LAND [75,000.13 SQ. FT.] SITUATED IN HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 16, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, HIDALGO COUNTY MAP RECORDS, SAID 1.722 ACRES [75,000.13 SQ. FT.] ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 16, SECTION 250;

THENCE S 08° 55' 03" W ALONG THE WEST LINE OF SAID LOT 16, A DISTANCE OF 882.44 FEET TO A POINT ON SAID WEST LINE OF LOT 16;

THENCE S 81° 04' 57" E A DISTANCE OF 50.00 FEET TO A NO. 4 REBAR SET FOR THE POINT OF BEGINNING AND THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, S 80° 58' 28" E A DISTANCE OF 250.00 FEET TO A NO. 4 REBAR SET (NORTHING: 16635326.057, EASTING: 1112574.759) FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08° 55' 03" W A DISTANCE OF 300.00 FEET TO A NO. 4 REBAR SET (NORTHING: 16635029.683, EASTING: 1112528.256) FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 80° 58' 28" W ALONG THE NORTH LINE OF A 125 FOOT RIGHT-OF-WAY EASEMENT CLAIMED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 AS PER THE BIBLE, A DISTANCE OF 250.00 FEET TO A NO. 4 REBAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE, N 08° 55' 03" E A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.722 ACRES [75,000.13 SQ. FT.] OF LAND, MORE OR LESS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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 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 THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY IRRIGATION DISTRICT NO. 1

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 1

ON THIS THE_____ DAY OF_____, 20_____.

ATTEST:

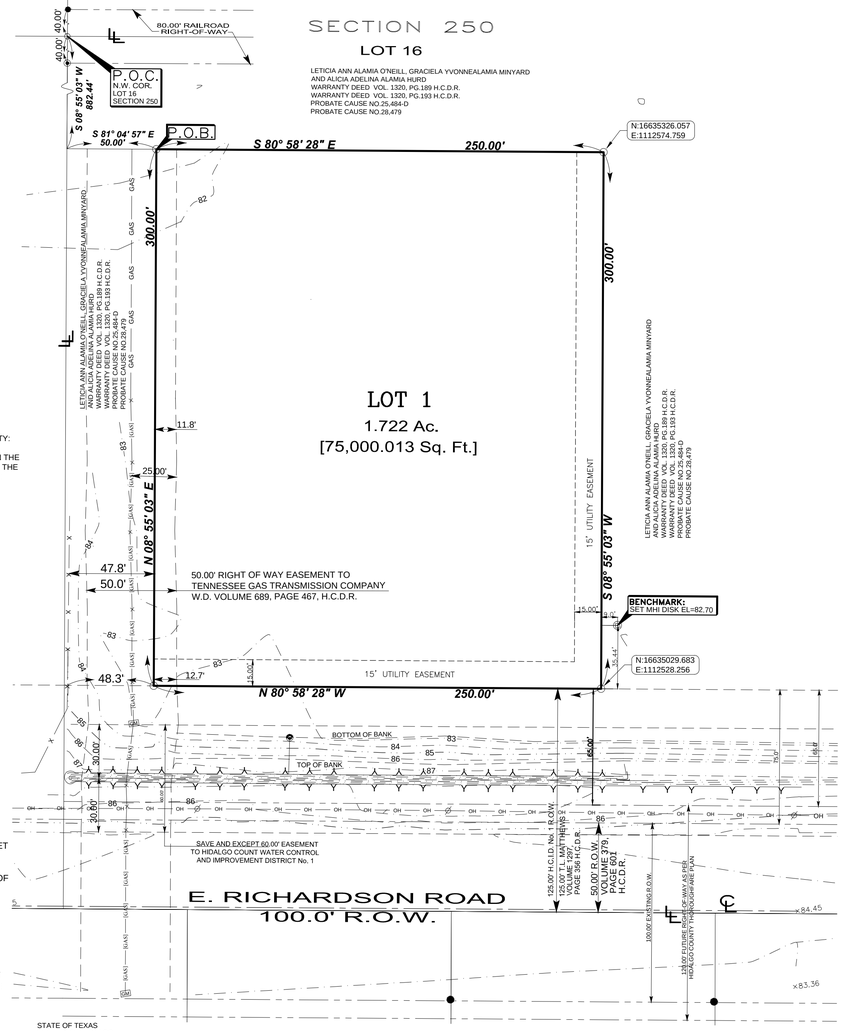
_____ _____
SECRETARY PRESIDENT

NOTE: HIDALGO COUNTY IRRIGATION DISTRICT No. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE, ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/DR EASEMENTS.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
	LETICIA A. ALAMIA-O'NEILL	P.O. BOX 420	LINN, TX. 78563	(956) 207-9173	N / A
	GRACIELA Y. ALAMIA-MINYARD	1508 IVY LANE	EDINBURG, TX. 78539	(956) 207-9173	N / A
OWNER:	ALICIA A. ALAMIA-HURD	4966 DEERPARK RD.	CORPUS CHRISTI, TX. 78413	(956) 207-9173	N / A
ENGINEER:	KELLEY A. HELLER-VELA	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

DRAWN BY: R. DE JESUS DATE: 11-12-15.
SURVEYED, CHECKED_____DATE: _____.
FINAL CHECK _____ DATE: _____.



STATE OF TEXAS
COUNTY OF HIDALGO:

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

I, LETICIA A. ALAMIA- O'NEILL, GRACIELA Y. ALAMIA- MINYARD AND ALICIA A. ALAMIA- HURD AS OWNERS OF THE 1.722 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RSBR DG (FM 2128) SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE 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 LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
LETICIA A. ALAMIA -O'NEILL DATE
P.O. BOX 420
LINN, TX 78563

_____ _____
GRACIELA Y. ALAMIA -MINYARD DATE
1508 IVY LANE
EDINBURG, TX 78539

_____ _____
ALICIA A. ALAMIA -HURDL DATE
4966 DEER PARK RD.
CORPUS CHRISTI , TX 78413

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED LETICIA A. ALAMIA-O'NEILL, AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULLY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED GRACIELA Y. ALAMIA-MINYARD , AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULLY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ALICIA A. ALAMIA- HURD , AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULLY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO:

I, _____, ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS RSBR DG (FM 2812) SUBDIVISION, CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE _____ DAY OF _____, 2016 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

_____ _____
ADMIINISTRATOR/PLANNING AND ZONING DEPARTMENT DIRECTOR DATE

TBPE FIRM # F-1435

MELDEN & HUNT INC.
CONSULTANTS• ENGINEERS •SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com

LEGEND

- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ● FOUND No.4 REBAR
- ☒ BENCHMARK SQUARE CUT ON CURB
- ⊗ FOUND X MARK ON CONCRETE
- R.O.W.- RIGHT-OF-WAY
- SF OR SQ. FT. - SQUARE FEET
- AC - ACRE(S)
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- W.D. DOC. NO. - WARRANTY DEED DOCUMENT NO.
- P.O.B. - POINT OF BEGINNING
- OSSF - ON SITE SANITARY SEWER FACILITIES
- ℄ - CENTERLINE OF RIGHT-OF-WAY
- [ ] - RECORDED MAP CALLS
- ℄ - CENTERLINE OF RIGHT-OF-WAY
- VOL. - VOLUME
- PGS. - PAGES
- N.E. - NORTH EAST

1 INCH = 40 FT.

BEARING BASIS: AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 TEXAS CENTRAL ZONE 4205 FOR NAVD 88 ELEVATION

RIGHT OF WAY EASEMENT:

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____, 20 _____.

_____
LETICIA A. ALAMIA-O'NEILL (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 LETICIA A. ALAMIA-O'NEILL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20 _____.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____, 20 _____.

_____
GRACIELA Y. ALAMIA-MINYARD (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 GRACIELA Y. ALAMIA-MINYARD KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20 _____.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____, 20 _____.

_____
ALICIA A. ALAMIA-HURD (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 ALICIA A. ALAMIA-HURD KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20 _____.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RSBR DG (FM 2128) SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT

ON THIS THE ___ DAY OF_____ 20 ___.

_____ _____.
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____.
HIDALGO COUNTY CLERK DATE

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT: ZONE "X" (SHADED) IS DEFINED AS: "AREAS OF 500–YEAR FLOOD; AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100–YEAR FLOOD.

   COMMUNITY-PANEL NUMBER: 480334 0325 D
   MAP REVISED: JUNE 6, 2000;
   FURTHER REVISED TO REFLECT LOMR DATED MAY 7, 2001 .

2. SETBACKS:
   REAR: 15.00' OR EASEMENT, WHICHEVER IS GREATER
   SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   FRONT: 50.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3. LOT 1 IS FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS OR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 24" 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, AS PER NAVD 88 [GEOID 2003].

   B.M. NO.1 – SET MHI DISK AT APPROXIMATELY 35.44 FT. NORTH AND 9.0 EAST FROM THE SOUTHEAST CORNER OF PROPERTY; N:16635063.2920 E: 1112542.6920, ELEV.= 82.70

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF XXXX CUBIC–FEET (X.XXX ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 2 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAT STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. 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.

9. 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.

10. DRAINAGE DETENTION POND SHALL/TO BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DESIGNED BY PROJECT PLAT ENGINEER AT DEVELOPMENT APPLICATION PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY COUNTY.

11. THIS SUBDIVISION SHALL BE USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF DESIGN FOR COMMERCIAL USE.

12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION..

13. TxDOT DRIVEWAY/ ENTRANCE PERMIT IS REQUIRED FOR LOT 1, PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ ENTRANCE ON TO F.M. 2128 (RICHARDSON ROAD). TxDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT..

14. ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE INCLUDING NECESSARY EASEMENTS.

15. A 5 FOOT WIDE SIDEWALK IS REQUIRED ALONG PERIMETER STREETS DURING THE BUILDING PERMIT STAGE, INCLUDING HANDICAP RAMPS IN COMPLIANCE WITH ADA STANDARDS.

16. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, KELLEY A. HELLER-VELA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE____DAY OF_____20____.

_____
KELLEY A. HELLER-VELA, PROFESSIONAL ENGINEER No.97421
STATE OF TEXAS

DATE PREPARED: 11-12-15
ENGINEERING JOB # 15154.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
KELLEY A. HELLER-VELA
97421
LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT 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 COUNTY OF HIDALGO, TEXAS.

DATED THIS THE____DAY OF_____20____.

_____
FRED L. KURTH, PROFESSIONAL LAND SURVEYOR No.4750
STATE OF TEXAS

DATE SURVEYED: 11-09-2015
T-1003, PG. 16-17
SURVEY JOB # 15154.00

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

INDEX TO SHEET OF RSBR DG (FM 2128) SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION; 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 2: ENGINEERING REPORT, INCLUDING LAYOUT OF WATER AND WASTE WATER AND ENGINEERS CERTIFICATION. MAP OF TOPOGRAPHY AND DRAINAGE PRIOR TO DEVELOPMENT. PROPOSED SITE PLAN.

THE COUNTY OF HIDALGO TEXAS

FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

DOCUMENT NUMBER_____

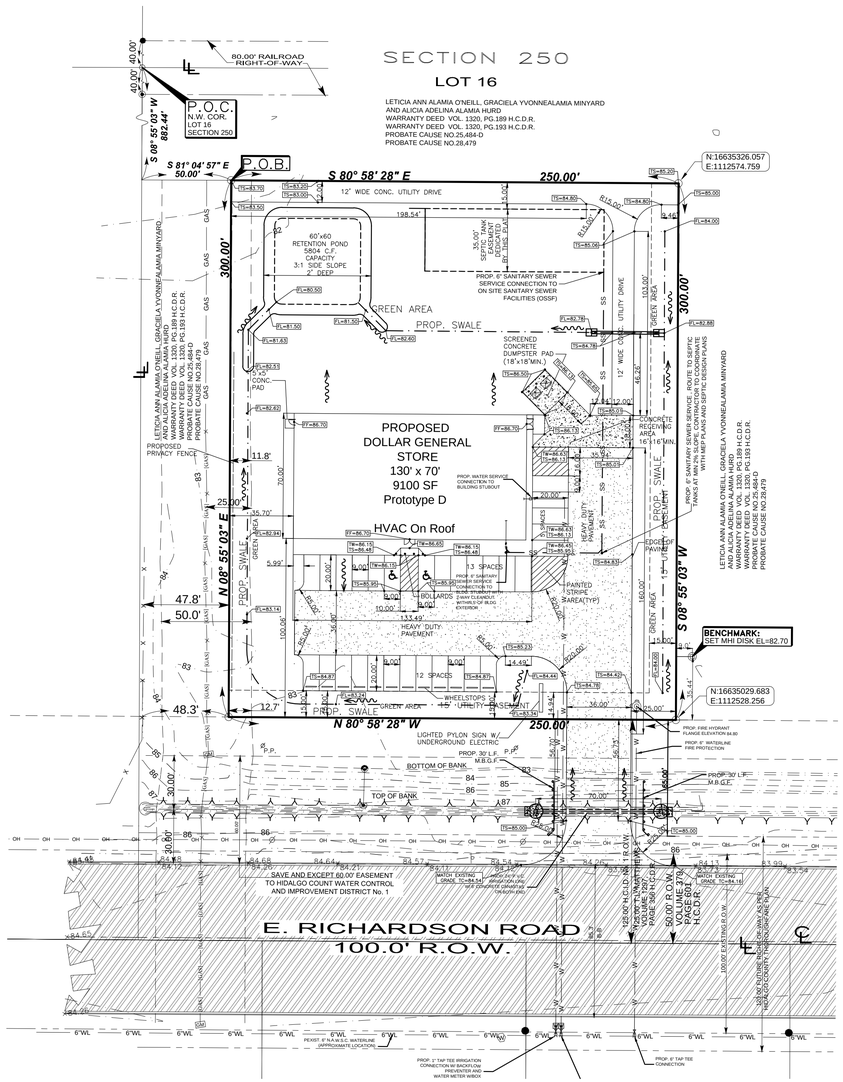
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

MINOR PLAT OF
RSBR DG (FM 2128) SUBDIVISION

BEING A RE-SUBDIVISION OF
1.722 ACRES (75,000.13 S.F.)
BEING ALL OF LOT 16, SECTION 250,
TEXAS-MEXICAN RAILWAY COMPANY SURVEY
AS RECORDED IN
VOLUME 1, PAGES 16, H.C.M.R.
HIDALGO COUNTY, TEXAS

COST ESTIMATES:

DRAINAGE IMPROVEMENTS :	$	XXX.XX
WATER DISTRIBUTION :	$	X,XXX.XX
SANITARY SEWER :	$	X,XXX.XX
PAVING IMPROVEMENTS :	$	X.XX
TOTAL :	$	X,XXX.XX



PROPOSED SITE & TOPOGRAPHICAL LAYOUT

DRAINAGE STATEMENT
RSBR DG (FM 2128) SUBDIVISION
PROJECT NO.: 15154.00 DATE: NOVEMBER 17, 2015

RSBR DG (FM 2128) SUBDIVISION IS A SUBDIVISION OF 1.722 ACRES (75,000.13 SQ FT.) OUT OF LOT 16, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, AS RECORDED IN VOLUME 1 PAGE 16, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY TEXAS. THIS IS EXISTING OPEN LAND AND IS PROPOSED AS A 1-LOT COMMERCIAL SUBDIVISION. THIS PROPERTY IS LOCATED IN ZONE "X" (SHADED) IS DEFINED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. AS PER COMMUNITY-PANEL NUMBER 480334 0325D REVISED ON JUNE 6, 2000, FURTHER REVISED BY LOMR DATED MAY 7, 2001.

THE SOILS TYPE IS HIDALGO SANDY CLAY LOAM. HIDALGO SANDY CLAY LOAM HAVE A MODERATELY COARSE TEXTURE. THIS SOIL IS IN HYDROLOGIC GROUP 'B'. (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS"). FOR PURPOSES OF THIS REPORT, WE WILL USE GROUP "B", THE PREDOMINANT TYPE WITHIN THIS SITE.

EXISTING RUNOFF IS BY SURFACE FLOW IN A NORTHERLY DIRECTION AND HAS A RUNOFF OF 1.87 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE PROPOSED DRAINAGE FOR RSBR DG (FM 2128) SUBDIVISION CONSISTS OF SURFACE RUNOFF FROM THE BUILDING ONTO GREEN AREAS AND THE PARKING LOT. THE RUNOFF SHALL BE DIRECTED INTO A RETENTION SWALE LOCATED ON THE NORTH SIDE OF THE SITE.

IN ACCORDANCE WITH THE CITY OF EDINBURG AND HIDALGO COUNTY DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THE SUBDIVISION WILL NOT BE INCREASED DURING THE 10-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 5,804 CUBIC FEET OF DETENTION WILL BE PROVIDED ON THE PROPOSED RETENTION POND. THE COUNTY OF HIDALGO SHALL APPROVE THE SITE GRADING PLAN.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, KELLEY A. HELLER-VELA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE____DAY OF_____20____.

KELLEY A. HELLER-VELA, PROFESSIONAL ENGINEER No.97421
STATE OF TEXAS

DATE PREPARED: 11-18-15
ENGINEERING JOB # 13120.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
KELLEY A. HELLER-VELA
97421
LICENSED
PROFESSIONAL ENGINEER

BEARING BASIS AS PER TEXAS STATE PLANE GRID COORDINATE SYSTEM NAD 83 TEXAS SOUTH 4205 ELEVATION PER NAVD 88 (GEOID 2003)

1 INCH = 40 FT.

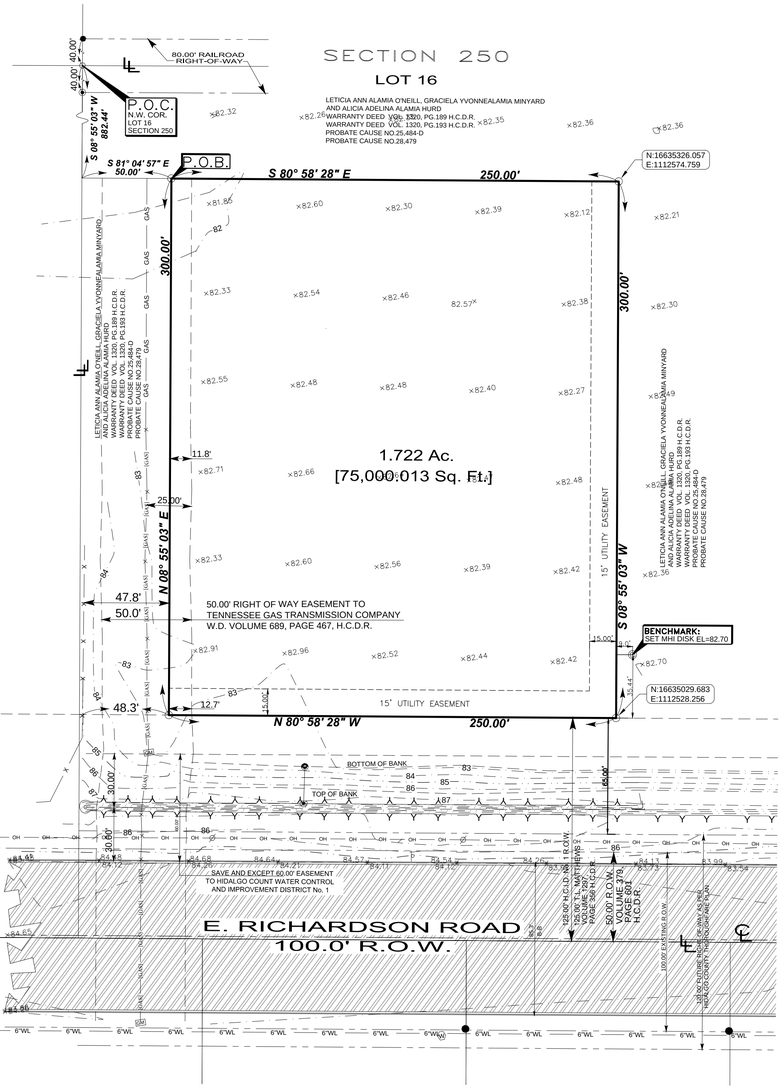
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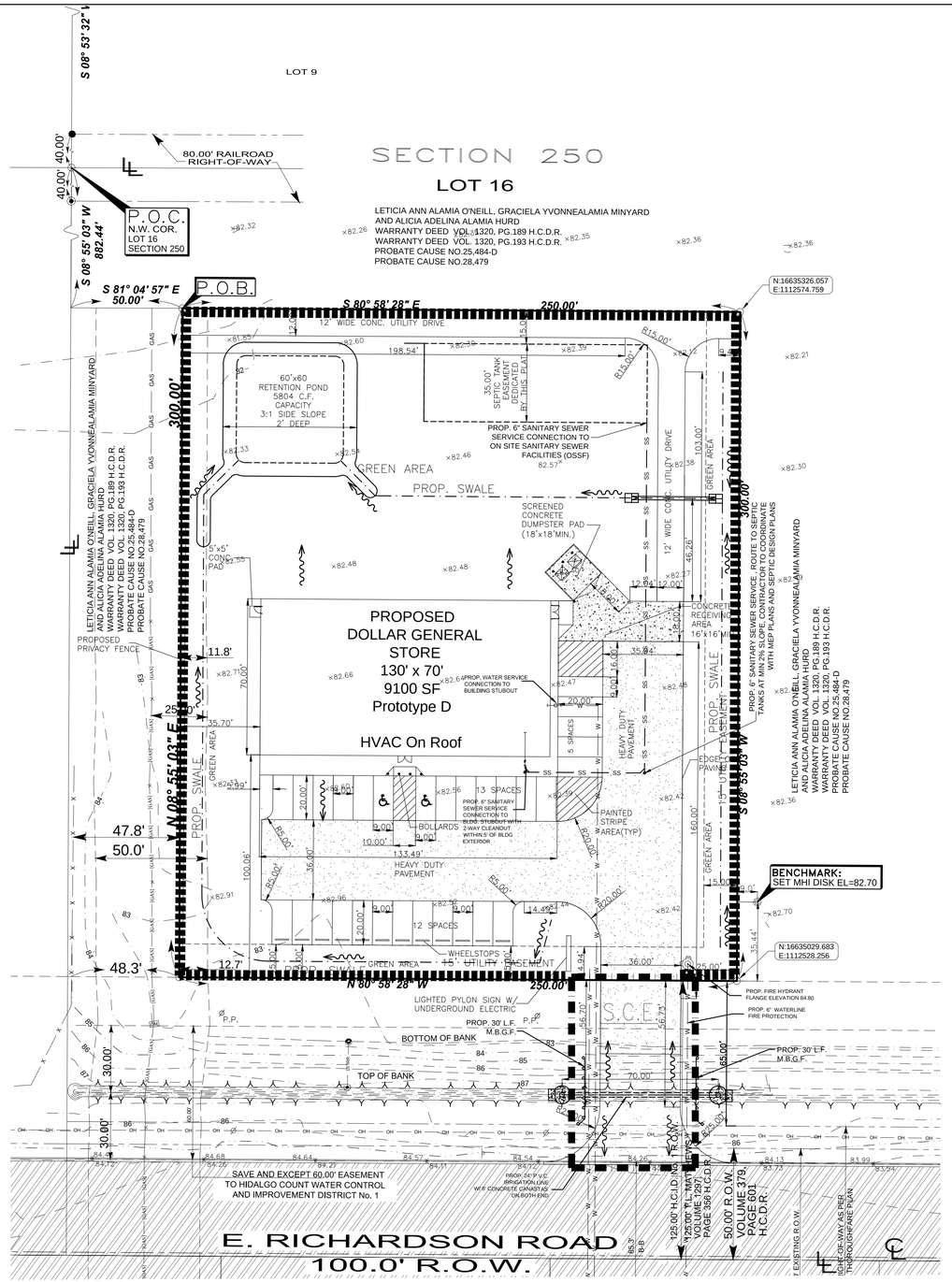
L E G E N D

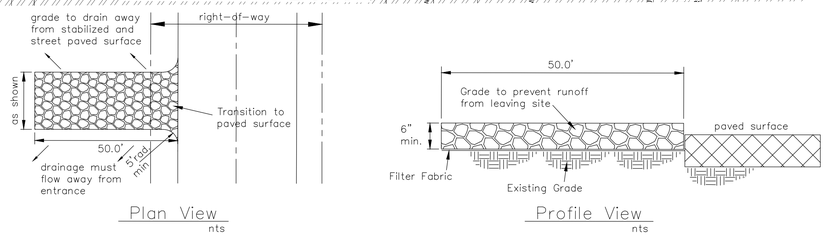
●	FOUND No.4 REBAR
⊗	LOT LINE CORNER
□	SET SQUARE CUT (BENCHMARK)
H.C.O.R. -	HIDALGO COUNTY OFFICIAL RECORDS
H.C.M.R. -	HIDALGO COUNTY MAP RECORDS
P.O.B -	POINT OF BEGINNING
SF or SQ. FT. -	SQUARE FEET
R.O.W. -	RIGHT OF WAY
AC -	ACRES
W.D. DOC. NO. -	WARRANTY DEED DOCUMENT NO.
( ) -	RECORDED MAP CALLS
— WTR —	PROPOSED WATERLINE OR WATER SERVICE
— OH —	EXISTING OVERHEAD POWER LINES
— R.D. —	EXISTING BAR DITCH CENTERLINE
—[W]— OR — W —	EXISTING WATERLINE (LOCATION TO BE FIELD VERIFIED)
— SS —	EXISTING SANITARY SEWER LINE (LOCATION TO BE FIELD VERIFIED)
—[FM]—	EXISTING SANITARY SEWER FORCE MAIN
℄ -	LOT LINE
℄ -	CENTER LINE
FL=74.65	PROPOSED FLOW LINE ELEVATION
SW=74.65	PROPOSED TOP OF SIDEWALK ELEVATION
TP=74.65	PROPOSED TOP OF PAVEMENT ELEVATION
FG=74.65	PROPOSED FINISH GRADE ELEVATION
NG=74.65	EXISTING NATURAL GROUND ELEVATION
G=74.65	GUTTER ELEVATION
	DIRECTIONAL FLOW ARROW
	AC UNIT CONCRETE PAD

TBPE FIRM # F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com



EXISTING SITE & TOPOGRAPHICAL LAYOUT





Stabilized Construction Entrance

Notes :

1. Construction entrance(s) shall be located at the time of pre-contruction meeting.
2. Stone shall be 3 to 5 inch diameter crushed rock or acceptable crushed Portland Cement Concrete.
3. When necessary, vehicles shall be cleaned to remove sediment prior to entrance onto a public roadway. When washing is required, it shall be done on a area stabilized with crushed stone with drainage flowing away form both the street and the stabilized entrance. All sediment shall be prevented from entering any storm drain, ditch or watercourse using approved methods.
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 paved surfaces, must be removed immediately.
5. The entrance must be properly graded or incorporate a drainage swale to prevent runoff from leaving the construction site.

BALED HAY USAGE GUIDELINES

A Baled Hay Installation may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A two year storm frequency may be used to calculate the flowrate to be filtered. The installation should be sized to filter a maximum flow thru rate of 5 GPM/FT of cross sectional area. Baled hay may be used at the following locations:

1. Where the runoff approaching the baled hay flows over disturbed soil less than 100'. If the slope of the disturbed soil exceeds 10%, the length of slope upstream the baled hay should be less than 50'.
2. Where the installation will be required for less than 3 months.
3. Where the contributing drainage area is less than 1/2 acre.

For Baled Hay Installations in small ditches, the additional following considerations apply:

1. The ditch sideslopes should be graded as flat as possible to maximize the drainage flowrate thru the hay.
2. The ditch should be graded large enough to contain the overtopping drainage when sediment has filled to the top of the baled hay.

Bales should be replace usually every two months or more often during wet weather when loss of structural integrity is accelerated.

GENERAL NOTES :

1. The guidelines shown hereon are suggestions only and may be modified by the engineer.
2. Hay bales shall be a minimum of 30" in length and weigh a minimum of 50 lbs.
3. Hay bales shall be bound by either wire or nylon or polypropylene string. The bales shall be composed enitrely of vegetable matter.
4. Hay bales shall be embedded in the soil a minimum of 4" and where possible 1/2 the height of the bale.
5. Hay bales shall be place in a row with ends tightly abutting the adjacent bales. The bales shall be placed with bindings parallel to the ground.
6. Hay bales shall be securely anchored in place with 3/8" dia. rebar or 2"x2" wood stakes driven through the bales. The first stake shall be angled towards the previously laid bale to force the bales together.

BALED HAY FOR EROSION CONTROL

PLAN

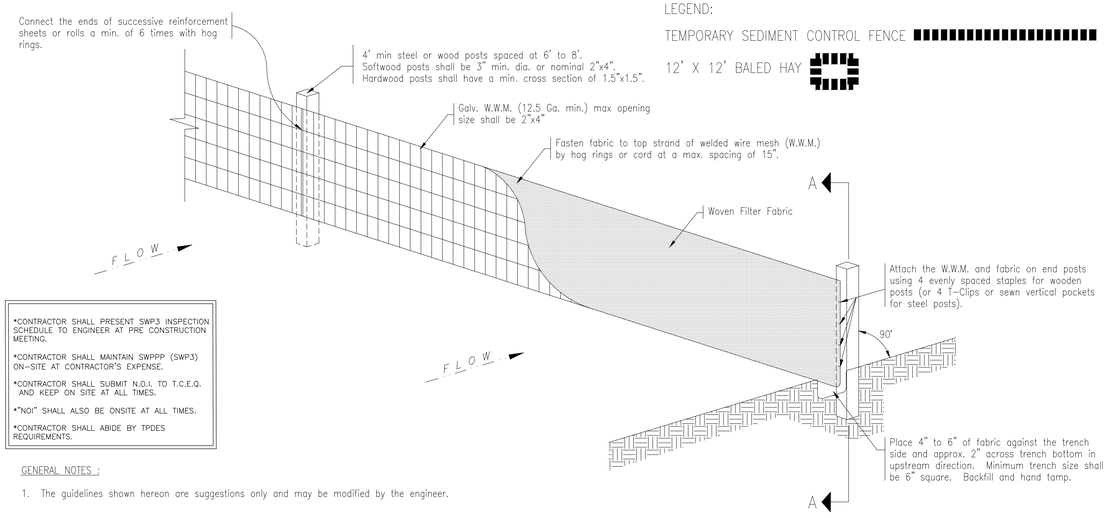
PLAN VIEW

PROFILE VIEW

LEGEND:

TEMPORARY SEDIMENT CONTROL FENCE

12' X 12' BALED HAY



*CONTRACTOR SHALL PRESENT SWP3 INSPECTION SCHEDULE TO ENGINEER AT PRE CONSTRUCTION MEETING.

*CONTRACTOR SHALL MAINTAIN SWPPP (SWP3) ON-SITE AT CONTRACTOR'S EXPENSE.

*CONTRACTOR SHALL SUBMIT N.O.I. TO T.C.E.Q. AND KEEP ON SITE AT ALL TIMES.

*"NOI" SHALL ALSO BE ONSITE AT ALL TIMES.

*CONTRACTOR SHALL ABIDE BY TPDES REQUIREMENTS.

GENERAL NOTES :

1. The guidelines shown hereon are suggestions only and may be modified by the engineer.

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 recommended to control erosion from a drainage area larger than two acres.

GENERAL NOTES :

1. The guidelines shown hereon are suggestions only and may be modified by the engineer.
2. Hay bales shall be a minimum of 30" in length and weigh a minimum of 50 lbs.
3. Hay bales shall be bound by either wire or nylon or polypropylene string. The bales shall be composed enitrely of vegetable matter.
4. Hay bales shall be embedded in the soil a minimum of 4" and where possible 1/2 the height of the bale.
5. Hay bales shall be place in a row with ends tightly abutting the adjacent bales. The bales shall be placed with bindings parallel to the ground.
6. Hay bales shall be securely anchored in place with 3/8" dia. rebar or 2"x2" wood stakes driven through the bales. The first stake shall be angled towards the previously laid bale to force the bales together.

TEMPORARY SEDIMENT CONTROL FENCE

PLAN

JOB No. 15154

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
145 E. HACKBERRY, MCALLEN, TEXAS 78501
EDINBURG, TEXAS 78541
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FAX: (956) 381-1839
ESTABLISHED 1947
227 CR 1400, E.M. 13552
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenhunt.com

REVISION | DATE | BY

ENG. TECH: R. DE JESUS
PROJECT ENG: KELLEY HELLER-VELA
T-BOOK: T- PG:
1. RELEASE DATE:
2. RELEASE DATE:
3. RELEASE DATE:
SCALE:

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KELLEY A. HELLER-VELA, P.E. 97421 ON 10/10/2017. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

DOLLAR GENERAL

RSBR DG (FM 2128)
SUBDIVISION
HIDALGO COUNTY, TX.

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FABRIC FENCE and BALED HAY

ADOPTED FROM T.D.O.T. EC (1) - 93

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File Name:

SHEET C1 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: 2-02-2016

PROPOSED **SAN PATRICIO** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **RICHARD SCURLOCK**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **59** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **NORTHEAST CORNER OF WALKER ROAD & VICTORIA 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 **11-12-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE ACCOMPLISHED BY STORM DRAINAGE SYSTEM AND DETENTION BY WIDENING THE EXISTING DRAIN DITCH EAST OF THE PROPERTY.**

ROAD R.O.W. DEDICATION: **20 FEET ONTO VICTORIAROAD AND 10 FEET ONTO WALKER ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **1-05-2016** By, **ROY GONZALEZ, PCT. 1** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **1-15-2016** 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: **12-28-2016** : 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

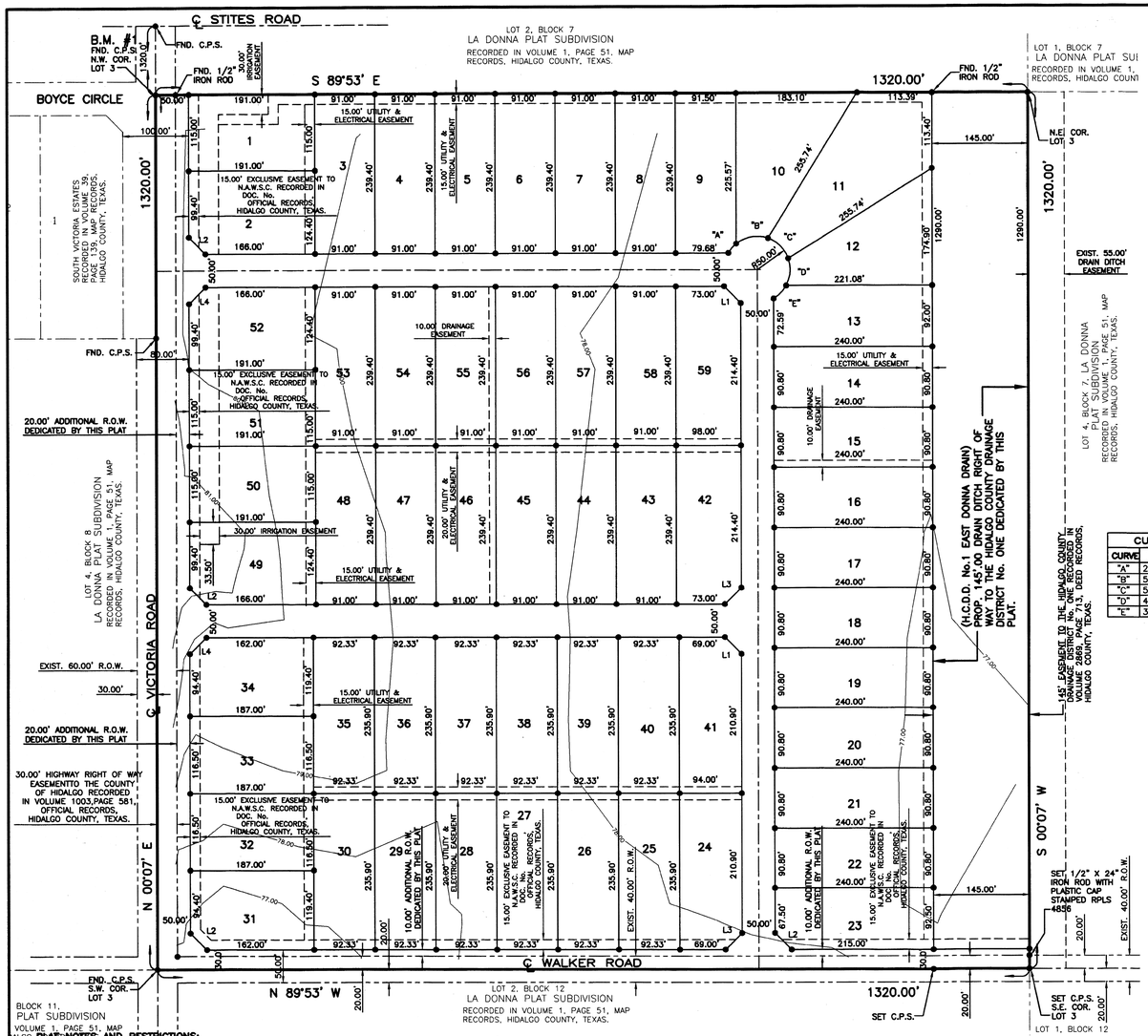
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

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.*



AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1		0.506
2		0.504
3		0.503
4		0.501
5		0.503
6		0.505
7		0.507
8		0.508
9		0.510
10		0.512
11		0.513
12		0.523
13		0.672
14		0.501
15		0.501
16-22		0.500
23		0.503
24		0.501
25-32		0.501
33-34		0.510
35-42		0.501
43		0.503
44-45		0.501
46		0.503
47-53		0.501

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 53°51' W	35.36'
L2	N 36°09' W	35.36'
L3	S 36°09' E	35.36'
L4	N 53°51' E	35.36'

CURVE DATA CHART				
CURVE	DELTA	RADIUS	LENGTH	CHORD
"A"	20°57'00"	50.00'	18.28'	18.18'
"B"	58°35'51"	50.00'	51.13'	48.94'
"C"	51°02'06"	50.00'	44.53'	43.08'
"D"	47°58'21"	50.00'	41.86'	40.65'
"E"	31°26'43"	50.00'	27.44'	27.10'

SCALE: 1"=100'

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: COUNTY CLERK'S RECORDING CERTIFICATION: CITY OF DONNA MAYOR CERTIFICATION, CITY OF DONNA PLANNING DEPT. CERTIFICATION, HCDD NO. 1 CERTIFICATION, NORTH ALAMO WSC STATEMENT, HEALTH DEPARTMENT CERTIFICATION, DONNA IRRIGATION DISTRICT CERTIFICATION AND COUNTY JUDGE'S CERTIFICATION, REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER DISTRIBUTION SYSTEM, OSSF OR WASTE WATER COLLECTION SYSTEM AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.

SUBDIVISION PLAT OF:

SAN PATRICIO SUBDIVISION

A 40.00 ACRE TRACT OF LAND BEING ALL OF LOT 3, BLOCK 7, LA DONNA PLAT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 663815 AND 663816, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 40.00 ACRE TRACT OF LAND BEING ALL OF LOT 3, BLOCK 7, LA DONNA PLAT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 663815 AND 663816, 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 AT THE INTERSECTION OF THE CENTERLINES OF VICTORIA ROAD AND WALKER ROAD FOR THE SOUTHWEST CORNER OF LOT 3 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 00°07' E, ALONG THE WEST LINE OF LOT 3 AND THE CENTERLINE OF VICTORIA ROAD, A DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF LOT 3 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 89°53' E, ALONG THE NORTH LINE OF LOT 3, PASSING A 1/2" IRON ROD FOUND AT 30.00 FEET FOR THE EAST RIGHT OF WAY LINE OF VICTORIA ROAD, PASSING A 1/2" IRON ROD FOUND AT 1,175.00 FEET FOR THE WEST LINE OF A 145.00 FOOT HIDALGO COUNTY DRAINAGE DISTRICT no.1 EASEMENT (RECORDED IN VOLUME 2869, PAGE 713, DEED RECORDS, HIDALGO COUNTY, TEXAS), A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF LOT 3 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°07' W, ALONG THE EAST LINE OF LOT 3, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,300.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF WALKER ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO TA COTTON PICKER SPINDLE SET IN THE CENTERLINE OF WALKER ROAD FOR THE SOUTHEAST CORNER OF LOT 3 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 89°53' W, ALONG THE SOUTH LINE OF LOT 3 AND THE CENTERLINE OF WALKER ROAD, A DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 40.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LA DONNA PLAT SUBDIVISION, RECORDED IN VOLUME 1, PAGE 51, 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
4856
REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

SEPTEMBER 4, 2015
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road Improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20____.

RICHARD SCURLOCK, MEMBER
TRES LUNAS DEVELOPMENT, LLC.
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD SCURLOCK, MEMBER: TRES LUNA DEVELOPMENT, LLC., AS OWNER OF THE 40.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN PATRICIO SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

RICHARD SCURLOCK, MEMBER
TRES LUNAS DEVELOPMENT, LLC.
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD SCURLOCK, MEMBER: TRES LUNAS DEVELOPMENT, LLC 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

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 PATRICIO SUBDIVISION was received and approved by the city Council of the City of DONNA on _____, _____.

Mayor of the City of DONNA — Date

ATTEST:
Secretary of the City of DONNA — Date

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:
THIS PLAT SAN PATRICIO SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION ON THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH

DATED THIS _____ DAY OF _____ 20____.
COMMISSION.

ATTEST: _____ BY: _____
SECRETARY — CHAIRMAN PLANNING COMMISSION

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN PATRICIO SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

ATTEST: _____ _____ _____ _____
Hidalgo County Clerk — date — Hidalgo County Judge — date

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS_____ DAY OF _____, 20____.

SECRETARY — 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. — DATE
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

12-15-15
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

PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE DESIGNATION: ZONE "B"
AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. COMMUNITY-PANEL NUMBER 480334 0525 B MAP REVISED: JANUARY 2, 1981
&
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY-PANEL NUMBER 480334 0450 C MAP REVISED: JUNE 6, 2000 (LOMR MAY 30, 2002)

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 EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. 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 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.- MINIMUM BUILDING SETBACK LINES:

FRONT	25.00'
FRONT LOTS: 1, 2, 31, 32, 33, 34, 49, 50, 51,& 52	50.00'
REAR	15.00'
SIDE	6.00'
CORNER SIDE	10.00
CORNER SIDE, WHERE ROW IS GREATER THAN 50.0 FEET	20.00'
FRONT CUL-DE-SAC	15.00'

OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES

6.- NO COMMERCIAL USE SHALL BE ALLOWED ON ANY LOTS.

7.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 102,290.24 CUBIC -FEET 2.35 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.

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.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

B.M. NO. 1 ELEV.=80.52 COTTON PICKER SPINDLE FOUND AT THE NORTHEAST CORNER OF THIEE SUBDIVISION.

B.M. No.2: ELEV.=

10.- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13.- THE DEVELOPER IS REQUIRED TO INSTALL A 6.0' CHAINLINK FENCE ALONG THE WEST SIDE OF THE DRAIN DITCH R.O.W. FOR LOTS 11 THROUGH 23.

RICHARD SCURLOCK, MEMBER

14.- TRES LUNAS DEVELOPMENT, LLC , THE OWNER & SUBDIVIDER OF SAN PATRICIO 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.

15.- 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
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.

16- SIDEWALKS TO BE INSTALLED BY LOT OWNERS AT BUILDING PERMIT STAGE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

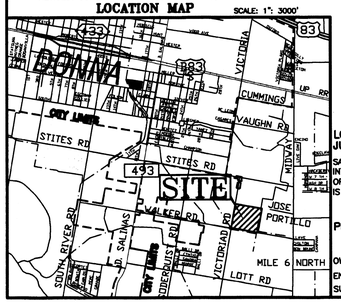
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SAN PATRICIO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SAN PATRICIO SUBDIVISION IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE EAST SIDE OF VICTORIA ROAD AND NORTH SIDE OF WALKER ROAD INTERSECTION. 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 15,846), SAN PATRICIO SUBDIVISION LIES APPROXIMATELY 0.25 OF A MILE FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. LIES IN PCT. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	RICHARD SCURLOCK, MEMBER TRES LUNAS DEVELOPMENT, LLC.	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	(956)386-0726	(956)380-4395
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956)381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
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\H.C.\SAN PATRICIO\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	10-25-2015	JG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SAN PATRICIO SUBDIVISION

A 40.00 ACRE TRACT OF LAND BEING ALL OF LOT 3, BLOCK 7, LA DONNA PLAT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 663815 AND 663816, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR SAN PATRICIO SUBDIVISION
WATER SUPPLY: Description, Costs, and Operability date

SAN PATRICIO SUBDIVISION IS PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION "N.A.W.S.C.". THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE THAT RUNS ON THE WEST SIDE OF VICTORIA ROAD.

THREE PROPOSED 8" DIAMETER WATER LINE CONNECT TO THE EXISTING 8" DIAMETER WATER LINE IN FRONT OF THE SUBDIVISION ON VICTORIA ROAD. THE FIRST PROPOSED 8" DIAMETER WATER LINE RUNS EAST ALONG THE SOUTH SIDE OF STREET 1 AND TURNS SOUTH ALONG THE WEST SIDE OF STREET 3 TO CONNECTS TO THE PROPOSED 8" DIAMETER WATER LINE ON WALKER ROAD. THE SECOND PROPOSED 8" DIAMETER WATER LINE RUNS EAST ALONG THE NORTH SIDE OF STREET 2 AND CONNECTS TO THE PROPOSED 8" DIAMETER WATER LINE ON THE WEST SIDE OF STREET 3. FINALLY THE THIRD PROPOSED 8" DIAMETER WATER LINE RUNS EAST ALONG THE NORTH SIDE OF WALKER ENDING WITH A FLUSH VALVE.

FROM THE 8" WATERLINE TWENTY NINE (29) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS AND ONE (1) 3/4" SINGLE WATER SERVICE CONNECTIONS RUN TO WATER METERS FOR EACH LOT.

THE 8" DIAMETER WATERLINE, THE DUAL SERVICES AND THE METER BOXES WILL BE INSTALLED, AT A TOTAL COST OF $ .00 OR $ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ WHICH COVERS THE $ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, WATER RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED SIX (6) FIRE HYDRANTS AT A UNIT COST OF $ FOR A TOTAL COST OF $. THE ENTIRE WATER FACILITIES WILL BE APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description, Costs, and Operability Date

SEWAGE FROM SAN PATRICIO SUBDIVISION, WILL BE 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) WILL EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WILL BE 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 NUMBERS OS 12258) HAD ( ) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS & . (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A UNIFORM SANDY CLAY LOAM (WITH TEXTURE CLASS III) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10-YEAR FLOODPLAIN BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $. INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S 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

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES WILL BE FULLY CONSTRUCTED, AND WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.

SEWAGE FACILITIES– OSSF SYSTEM COST $ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
PROFESSIONAL ENGINEER

P.E. 12-15-15

ALFONSO QUINTANILLA
P.E. No. 95534

DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE SAN PATRICIO SUBDIVISION:
PROVISION DE AGUA: Descripcion, Gastos, y Fecha de Incio

LA SUBDIVISION SAN PATRICIO SUBDIVISION, RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑIA DE AGUA DE NORTH ALAMO) ("N.A.W.S.C."). EL DUEÑO DE LA SUBDIVISION Y LA COMAÑIA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. N.A.W.S.C. TENDRA QUE PRESENTAR DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO, LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO OESTE DE LA CALLE VICTORIA ROAD.

TRES LINEA PROPUESTA DE AGUA DE 8 PULGADAS DE DIAMETRO SE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8 PULGADAS DE DIAMETRO QUE CORRE ENFRENTE DE EL SUBDIVISION Y CORRE EL LADO OESTE DE LA CALLE VICTORIA ROAD. LA PRIMERA LINEA DE AGUA DE 8 PULGADAS DE DIAMETRO CORRE OESTE POR EL LADO SUR DE LA CALLE STREET 1 Y VOLTEA SUR Y CORRE POR EL LADO OESTE DE LA CALLE STREET 3. SEGUNDO, LA LINEA DE AGUA DE 8 PULGADAS DE DIAMETRO CORRE OESTE EL EN LADO NORTE Y SE CONNECTA CON LA LINEA DE AGUA DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO OESTE DE LA CALLE STREET 3. TERCERO Y FINAL, EN LA LINEA DE AGUA DE 8 PULGADAS DE DIAMETRO CORRE OESTE EL EN LADO NORTE DE LA CALLE WALKER ROAD Y TERMINA CON UN VALVULA DE DESCARGA.

DE LA LINEA DE 8 PULGADAS DE DIAMETRO VEINTINUEVE (29) CONDUCTOS DOBLES DE 1 PULGADA DE DIAMETRO, Y UN (1) DOS CONDUCTOS INDIVIDUALES DE AGUA DE 3/4 DE PULGADA DE DIAMETRO PARA CADA LOTE QUE CORREN HACIA LOS MEDIDORES DE AGUA DE LOS LOTES.

LA LINEA PROPUESTA DE 8 PULGADS, LOS SERVICIOS DOBLES DE 1 PULGADA Y CAJAS DE MEDIDOR HAN SIDO INSTALADOS A UN COSTO TOTAL DE US$ O US$ POR LOTE. EL DUEÑO DE LA SUBDIVISION HA TAMBIEN PAGADO US$ O US$ POR LOTE A N.A.W.S.C. PEL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN HA INSTALADO SEIS (6) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion, Gastos y Fecha de Inicio

EL DRENAJE DE SAN PATRICIO 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 ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) ___ ( ) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES Y . (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME, DE BARRO ARENOSO (CON TEXTURA CLASE III) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE US$ LO CUAL EQUIVALE A US$ POR LOTE.

DRENAJE: LAS FOSAS SEPTICAS COSTARAN US$ A UN COSTO TOTAL DE US$ PARA TODA LA SUBDIVISION.

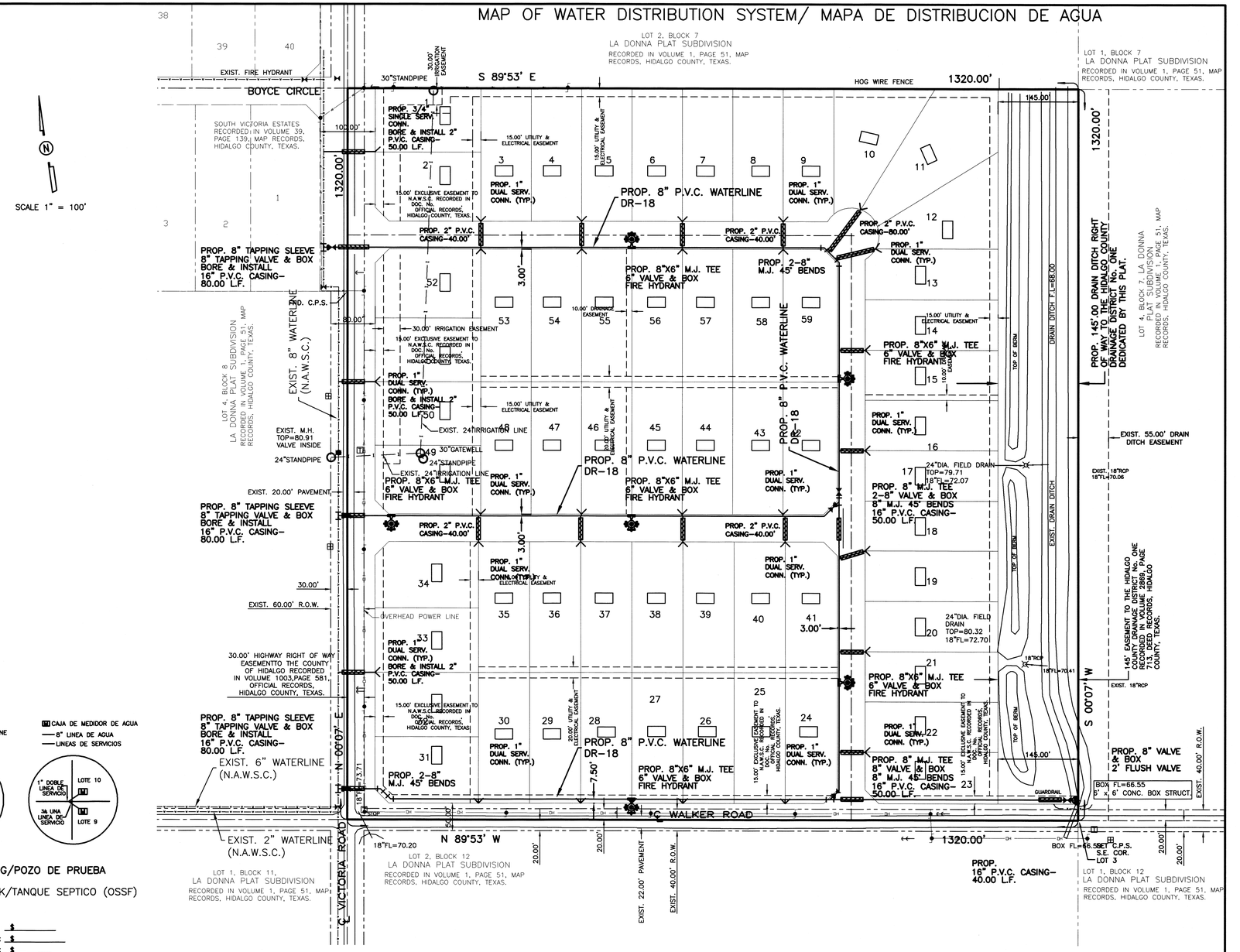
STATE OF TEXAS
ALFONSO QUINTANILLA
95534
PROFESSIONAL ENGINEER

P.E. 12-15-15

ALFONSO QUINTANILLA
P.E. No. 95534

DATE

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA


SCALE 1" = 100'
EXIST. FIRE HYDRANT
BOYCE CIRCLE
SOUTH VICTORIA ESTATES RECORDED IN VOLUME 39, PAGE 139, MAP RECORDS, HIDALGO COUNTY, TEXAS.
LOT 2, BLOCK 7 LA DONNA PLAT SUBDIVISION RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS.
LOT 1, BLOCK 7 LA DONNA PLAT SUBDIVISION RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS.
30" STANDPIPE
30.00' DRAINAGE EASEMENT
S 89°53' E
HOG WIRE FENCE
1320.00'
145.00'
102.00'
PROP. 3/4" SINGLE SERV. CONN. BORE & INSTALL 2" P.V.C. CASING- 50.00 L.F.
15.00' UTILITY & ELECTRICAL EASEMENT
PROP. 1" DUAL SERV. CONN. (TYP.)
PROP. 8" P.V.C. WATERLINE DR-18
15.00' EXCLUSIVE EASEMENT TO N.A.W.S.C. RECORDED IN DOC. No. OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
PROP. 2" P.V.C. CASING-40.00'
PROP. 8" TAPPING SLEEVE 8" TAPPING VALVE & BOX BORE & INSTALL 16" P.V.C. CASING- 80.00 L.F.
PROP. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT
PROP. 2-8" M.J. 45° BENDS
PROP. 2" P.V.C. CASING-80.00'
PROP. 1" DUAL SERV. CONN. (TYP.)
PROP. 145.00' DRAIN DITCH RIGHT OF WAY TO THE HIDALGO COUNTY DRAINAGE DISTRICT No. ONE DEDICATED BY THIS PLAT.
LOT 4, BLOCK 7, LA DONNA PLAT SUBDIVISION RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS.
1320.00'
3.00'
52
53
54
55
56
57
58
59
10.00' DRAINAGE EASEMENT
30.00' IRRIGATION EASEMENT
15.00' EXCLUSIVE EASEMENT TO N.A.W.S.C. RECORDED IN DOC. No. OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
PROP. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT
PROP. 1" DUAL SERV. CONN. BORE & INSTALL 2" P.V.C. CASING- 50.00 L.F.
EXIST. 24" IRRIGATION LINE
EXIST. 8" WATERLINE (N.A.W.S.C.)
LOT 4, BLOCK 8 LA DONNA PLAT SUBDIVISION RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS.
PROP. C.P.S.
EXIST. M.H. TOP=80.91 VALVE INSIDE
24" STANDPIPE
30" GATEWELL
24" STANDPIPE
EXIST. 24" IRRIGATION LINE
EXIST. 20.00' PAVEMENT
PROP. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT
PROP. 8" P.V.C. WATERLINE DR-18
PROP. 8" TAPPING SLEEVE 8" TAPPING VALVE & BOX BORE & INSTALL 16" P.V.C. CASING- 80.00 L.F.
PROP. 2" P.V.C. CASING-40.00'
68
47
46
45
44
43
49
50
15.00' UTILITY & ELECTRICAL EASEMENT
30.00' UTILITY & ELECTRICAL EASEMENT
PROP. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT
PROP. 8" M.J. TEE 2-8" VALVE & BOX 8" M.J. 45° BENDS 16" P.V.C. CASING- 50.00 L.F.
PROP. 24"DIA. FIELD DRAIN TOP=79.71 18"FL=72.07
PROP. 24"DIA. FIELD DRAIN TOP=80.32 18"FL=72.70
EXIST. 55.00' DRAIN DITCH EASEMENT
EXIST. 18"RCP 18"FL=70.06
TOP OF BERM
EXIST. DRAIN DITCH
18"RCP 18"FL=70.41
EXIST. 18"RCP
145' EASEMENT TO THE HIDALGO COUNTY DRAINAGE DISTRICT No. ONE RECORDED IN VOLUME 2089, PAGE 797, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
S 00°07' W
1320.00'
30.00'
EXIST. 60.00' R.O.W.
OVERHEAD POWER LINE
30.00' HIGHWAY RIGHT OF WAY EASEMENTTO THE COUNTY OF HIDALGO RECORDED IN VOLUME 1003,PAGE 581, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
PROP. 1" DUAL SERV. CONN. (TYP.) BORE & INSTALL 2" P.V.C. CASING- 50.00 L.F.
PROP. 8" TAPPING SLEEVE 8" TAPPING VALVE & BOX BORE & INSTALL 16" P.V.C. CASING- 80.00 L.F.
EXIST. 6" WATERLINE (N.A.W.S.C.)
EXIST. 2" WATERLINE (N.A.W.S.C.)
LOT 1, BLOCK 11, LA DONNA PLAT SUBDIVISION RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS.
C VICTORIA ROAD
N 00°07' E
273.71'
18"
STOP
18"FL=70.20
N 89°53' W
LOT 2, BLOCK 12 LA DONNA PLAT SUBDIVISION RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS.
20.00'
EXIST. 22.00' PAVEMENT
EXIST. 40.00' R.O.W.
C WALKER ROAD
1320.00'
PROP. 16" P.V.C. CASING- 40.00 L.F.
BOX FL=66.58
C.P.S. S.E. COR. LOT 3
BOX FL=66.55
5' x 6' CONC. BOX STRUCT.
GUARDRAIL
PROP. 8" VALVE & BOX 2' FLUSH VALVE
EXIST. 40.00' R.O.W.
LOT 1, BLOCK 12 LA DONNA PLAT SUBDIVISION RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS.
PROP. 1" DUAL SERV. CONN. (TYP.) BORE & INSTALL 2" P.V.C. CASING- 50.00 L.F.
PROP. 2-8" M.J. 45° BENDS
PROP. 8" P.V.C. WATERLINE
PROP. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT
PROP. 8" M.J. TEE 8" VALVE & BOX 8" M.J. 45° BENDS 16" P.V.C. CASING- 50.00 L.F.
15.00' EXCLUSIVE EASEMENT TO N.A.W.S.C. RECORDED IN DOC. No. OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
15.00' EXCLUSIVE EASEMENT TO N.A.W.S.C. RECORDED IN DOC. No. OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
20.00' UTILITY & ELECTRICAL EASEMENT
PROP. 8" P.V.C. WATERLINE DR-18
7.50'
3.00'
PROP. 1" DUAL SERV. CONN. (TYP.)
PROP. 2" P.V.C. CASING-80.00'
PROP. 2" P.V.C. CASING-40.00'
PROP. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT
PROP. 2-8" M.J. 45° BENDS
PROP. 1" DUAL SERV. CONN. (TYP.)
PROP. 8" P.V.C. WATERLINE
PROP. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT

SAN PATRICIO SUBDIVISION

A 40.00 ACRE TRACT OF LAND BEING ALL OF LOT 3, BLOCK 7, LA DONNA PLAT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 663815 AND 663816, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR: SAN PATRICIO SUBDIVISION
BY: ALFONSO QUINTANILLA, P.E.

San Patricio Subdivision is a 40.00 acre tract of land being all of Lot 3, Block 7, La Donna Plat Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 51, map records, Hidalgo County, Texas, and according to deeds recorded under County Clerk's Document Number 663815 and 663816, official records, Hidalgo County, Texas. This Subdivision is located at the northeast corner of Victoria Road and Walker Road. The site is currently agriculture. The proposed subdivision will consist of 59 residential lots.

The tract is Zone "B" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0525 B, dated on January 2, 1981.

The majority of the soil is Clay Loam and Silty Clay Loam. This soil is well drained. Surface runoff is slow. 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= 10.39 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 41.39 cubic feet per second for an increase of Q= 31.00 cubic feet per second. Detention will be 102,290.94 cubic feet (2.35 acre feet) in accordance with the County's drainage requirements. Drainage will be detained by excavating the Hidalgo County Drainage District No.1 East Donna Drain located along the east side of the subdivision. The storm sewer system consists of Type "A" Inlets, 18", 24" and 30" pipes that will drain the subdivision street runoff into this drain ditch. Road side ditch to be regarded along the east side of Victoria Road and the north side of Walker Road. A 24" storm pipe will be installed with a safety end treatment and a rip-rap to discharge the runoff along Walker Road into this drain ditch.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR STORM IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE FLOODPLAIN FOR ZONE "B" [AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD (MEDIUM SHADING)] AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0525 B, DATED ON JANUARY 2, 1981 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. No. 95534

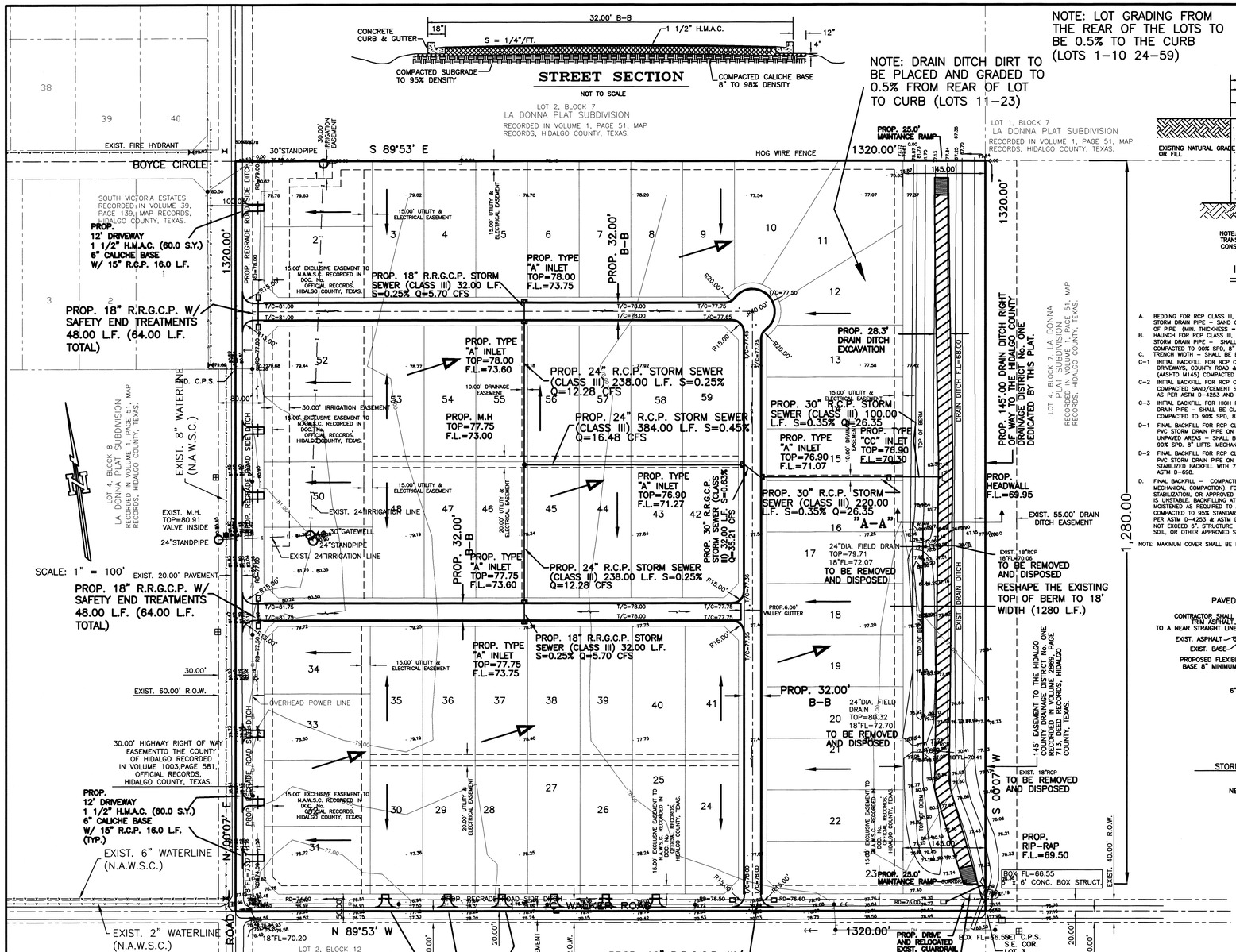
12-15-15
DATE

STREET SECTION

NOT TO SCALE

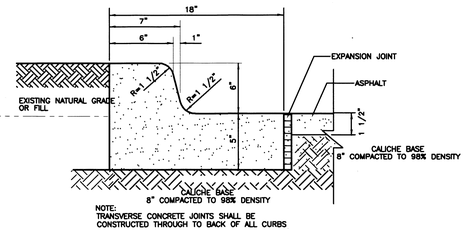
NOTE: LOT GRADING FROM THE REAR OF THE LOTS TO BE 0.5% TO THE CURB (LOTS 1-10 24-59)

NOTE: DRAIN DITCH DIRT TO BE PLACED AND GRADED TO 0.5% FROM REAR OF LOT TO CURB (LOTS 11-23)



INTEGRAL CURB & GUTTER

(NOT TO SCALE)

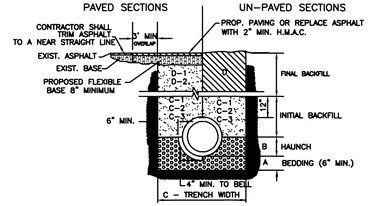


NOTE:
TRANSVERSE CONCRETE JOINTS SHALL BE CONSTRUCTED THROUGH TO BACK OF ALL CURBS

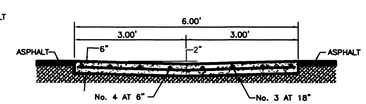
A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE — SAND GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") — PIT RUN GRAVEL 3/4" MAX. SIZE.
B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE — SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.
C. TRENCH WIDTH — SHALL BE BELL O.D. X 1.5 = 12".
C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS — SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.
C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS — COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.
C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE — SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.
D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS — SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS. MECHANICAL COMPACTION.
D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS — COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.
D. FINAL BACKFILL — COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

NOTE: MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.

PAVED SECTIONS — UN-PAVED SECTIONS



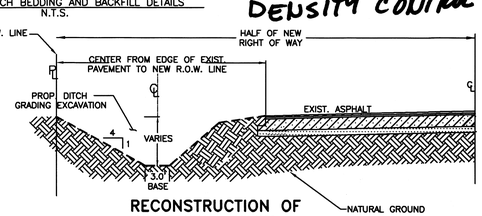
STORM TRENCH BEDDING AND BACKFILL DETAILS
N.T.S.



CONC. VALLEY GUTTER

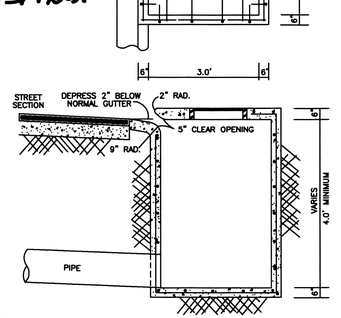
NOT TO SCALE

NOTE: STORM SEWER LINES UNDER PAVEMENT WILL REQUIRE DENSITY CONTROL TESTING.



RECONSTRUCTION OF ROAD SIDE DITCH

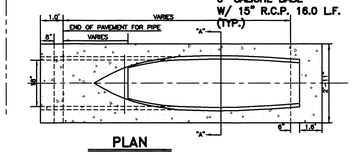
NOT TO SCALE



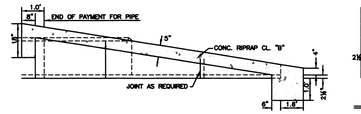
- ALL REINFORCING TO BE No. 4 REBAR 12" O.C. EACH WAY
- RING AND COVER TO BE ALAMO 860-22 OR EQUAL (20 3/8" A.D. 150)

TYPE "A" INLET DETAIL

NOT TO SCALE



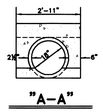
PLAN



ELEVATION

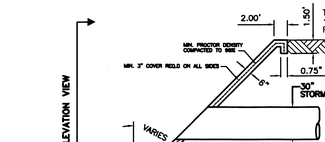
SAFETY END TREATMENT

NOT TO SCALE

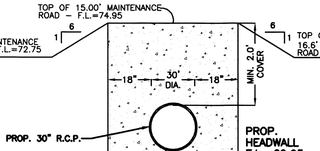


"A-A"

= NATURAL GROUND FLOW



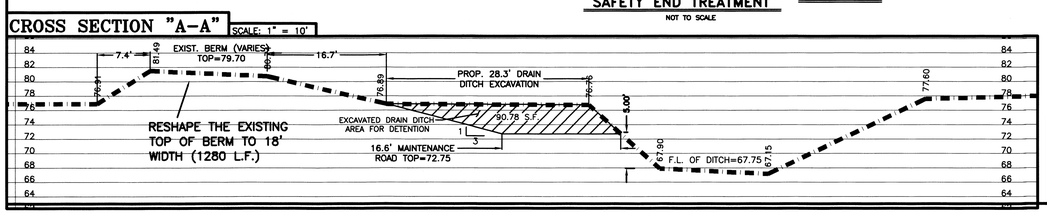
1.- PROP. CONC. HEADWALL TO CONFORM AROUND DITCH.
2.- ALL REINFORCED STEEL SHALL BE GRADE 60
3.- CONC. @ 3000 PSI AT MIN. 28 DAYS COMPRESSION STRENGTH.



ELEVATION VIEW

CROSS SECTION "A-A"

SCALE: 1" = 10'



COST ESTIMATE
PAVING IMPROVEMENTS: $
DRAINAGE IMPROVEMENTS: $
WATER DISTRIBUTION: $
OSSF: $

STORM DISCHARGE STRUCTURE

NOT TO SCALE

LEGEND
TOTAL REQUIRED — 102,209.94 C.F.
TOTAL DETENTION— 113,928.90 C.F.
(90.78 S.F. X 1255 L.F. = 113,928.90 C.F.)

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

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.	FILENAME: F:\DATA\SUBDIVS\DONNA\SAN PATRICIO\UTILITY			
3 OF 3	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	12-14-2015	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: 2-02-2016

PROPOSED **LAS PALMAS INDUSTRIAL PARK** SUBDIVISION, PRECINCT No. **2.**

ENGINEER: **MAS ENGINEERING, LLC.** DEVELOPER: **RTE INVESTMENTS, LLC.**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ____ ☐ *SINGLE FAMILY ____ ☐ *MULTI-FAMILY ____ ☐ COMMERCIAL **21** ☒ INSTITUTIONAL

LOCATION DESCRIPTION: **¼ MILE NORTH OF DICKER ROAD ON THE EAST SIDE OF 10TH STREET.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **MCALLEN** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **12-9-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" B "** AS PER FEMA.

DRAINAGE DESIGN: **STORM SEWER PIPE SYSTEM DISCHARGING TO THE HIDALGO COUNTY WATER DISTRICT NO. 2 DRAIN DITCH.**

DISTANCE TO A DRAIN DITCH: **ABUTTING EAST SIDE OF SUBDIVISION.**

ROAD R.O.W. DEDICATION: **NO DEDICATION IS REQUIRED.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **1-14-2016** By, **JAIME SALINAS, PCT. 2** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **1-15-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **ISAAC MATA**

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **8"** LOCATION: **EAST SIDE OF 10TH ST.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **1-15-2016** : 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* **MCALLEN**.

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

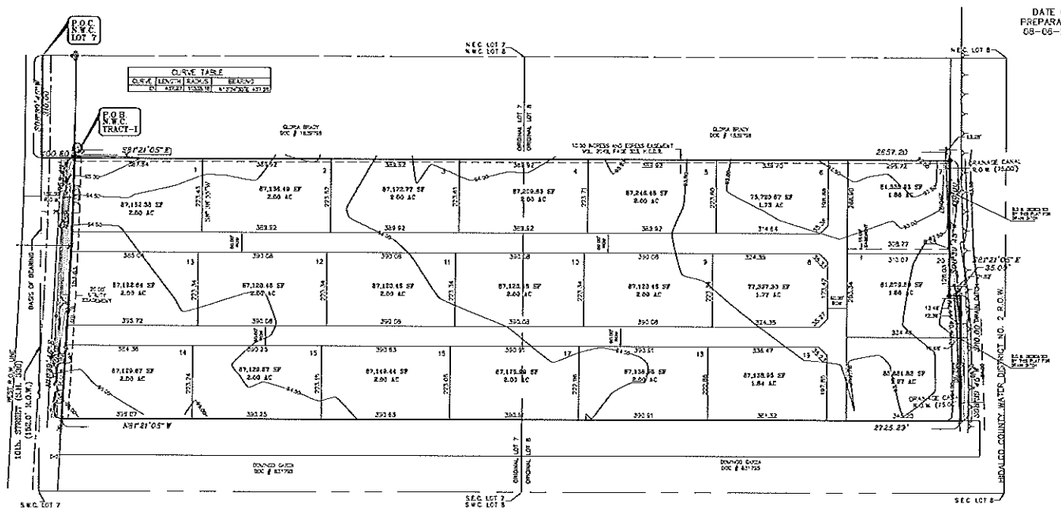
MAP
OF
LAS PALMAS INDUSTRIAL PARK
HIDALGO COUNTY, TEXAS

A 48.763 GROSS ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT OF LOTS 7 AND 8, SECTION 3, HIDALGO CANAL COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 0, PAGE 177, DEED RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

N

SCALE 1": 200'

DATE OF PREPARATION: 08-06-2015



STATE OF TEXAS:
COUNTY OF HIDALGO:
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I ROBERTO TUDOR SUBDIVIDER, AS OWNER OF THE 48.763 TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LAS PALMAS INDUSTRIAL PARK SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS AND EASEMENTS SHOWN HEREON.
I CERTIFY THAT I HAVE COMPLIED 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.

ROBERTO TUDOR
3814 N. CAGE BLVD.
PHARR, TEXAS 78577

DATE

STATE OF TEXAS:
COUNTY OF HIDALGO:
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ROBERTO TUDOR PROVED TO ME THROUGH HIS TEXAS DEPARTMENT PUBLIC SAFETY DRIVER'S LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT, WHO, BEING DULY SWORN BY ME, DECLARED THAT HIS STATEMENT THEREIN IS 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
MY COMMISSION EXPIRES

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028 (a)
WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAS PALMAS INDUSTRIAL PARK WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON

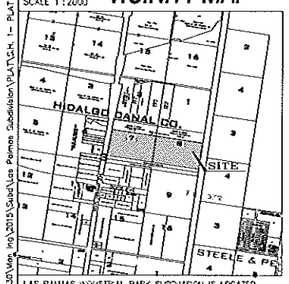
_____ DATE _____
HIDALGO COUNTY JUDGE

_____ DATE _____
HIDALGO COUNTY CLERK

N

SCALE 1": 2000'

VICINITY MAP



LAS PALMAS INDUSTRIAL PARK SUBDIVISION IS LOCATED SOUTHERN HIDALGO COUNTY ±500 FEET NORTH OF THE INTERSECTION OF SOUTH 10th STREET AND DICKER ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MCALLEN ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MCALLEN (POPULATION 107,323). LAS PALMAS INDUSTRIAL PARK SUBDIVISION LIES APPROXIMATELY 10 MILES FROM THE CITY LIMITS OF MCALLEN AND IT IS WITHIN THE CITY'S FIVE MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.021.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone
OWNER:	ROBERTO TUDOR	3814 N. CAGE BLVD.	PHARR, TEXAS 78577	(956) ___-____
ENGINEER:	MARIO A. SALINAS	4037 W. Exp.83, Suite 150	McAllen, Tx. 78501	(956) 537-1311
SURVEYOR:	DAVID O. SALINAS	2221 Daffodil Ave.	McAllen, Tx. 78501	(956) 682-9031

\\DICKER-113\Mas_Inc\2015\Subd\Las Palmas Subdivision\PLAT\SH. 1- PLAT

CITY OF MCALLEN, TEXAS
MAYOR, CITY OF MCALLEN

DATE

STATE OF TEXAS:
COUNTY OF HIDALGO:
I, THE UNDERSIGNED MAYOR OF THE CITY OF MCALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF SUBDIVISION REGULATIONS OF THIS CITY WHERE IN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR, CITY OF MCALLEN DATE

STATE OF TEXAS:
COUNTY OF HIDALGO:
I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MCALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
CHAIRMAN, PLANNING COMMISSION DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER 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: _____ _____
DATE:

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. SALINAS, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____ _____
MAS ENGINEERING, LLC. DATE:
LICENSED PROFESSIONAL ENGINEER # 96611
4037 W. EXP.83, SUITE 150
MCALLEN, TEXAS 78501

STATE OF TEXAS
MARIO A. SALINAS
96611
LICENSED PROFESSIONAL ENGINEER

I N D E X

SHEETS 1 — LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; CITY APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECTS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATION OR APPROVAL; HCID CERTIFICATION; REVISION NOTES;

SHEETS 2 — DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.

REVISION NOTES

No.	SHEET	REVISIONS	DATE	APPROVED

SHEET 1 OF 2

GENERAL PLAT NOTES & RESTRICTIONS

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X",
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN.
FLOOD PLAIN COMMUNITY PANEL NO. 480334 0295 D,
EFFECTIVE DATE : JUNE 6, 2000.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.-SETBACKS:
FRONT= 20 FT OR SOUTH 10TH STREET.
FRONT SETBACK IS 20.00'
REAR= 15 FT. OR EASEMENT WHICHEVER IS GREATER
SIDE= 6.0 FT. OR EASEMENT WHICHEVER IS GREATER

4.- ALL LOTS TO BE COMMERCIAL/INDUSTRIAL USE ONLY.

5.- MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE THE CENTER LINE OF STREET OR 18 INCH 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. THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT, TOP OF NAIL FOUND AT THE SOUTHWEST CORNER OF TRACT AND THE CENTERLINE OF ____ ROAD,TBM ELEVATION = 100.75

7.- IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPED WILL BE REQUIRED TO DETAIN A TOTAL OF _____ CUBIC FEET (_____ ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE SHEET No.3 FOR STORM SEWER IMPROVEMENTS.

8.- 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 31.4

9.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF TREES, SHEDS, SHRUBS, FENCES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10.- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION

11.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUITED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND 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 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.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

14.- A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2 BACK FLOW VALVES
3 SEPTIC TANK COVER SHALL BE ABLE TO SEAL

15.- ROBERTO TUDOR, THE OWNER & SUBDIVIDER OF LAS PALMAS INDUSTRIAL PARK, 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.

16.- 4 FT. WIDE MINIMUM SIDEWALK REQUIRED ALL INTERIOR STREETS

17.- 6 FT. OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTIFAMILY RESIDENTIAL AND COMMERCIAL OR INDUSTRIAL ZONES/USES.

18.- 8 FT. MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.

19. ACCESS EASEMENT SHALL REMAIN FREE AND CLEAR OF ANY OBSTRUCTIONS SO THAT INGOING AND OUTGOING TRAFFIC MAY TRAVEL FREELY. THE INDIVIDUAL LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PAVING AND DRAINAGE IMPROVEMENTS WITHIN THE ROAD ACCESS EASEMENT WITH HIS RESPECTIVE SECTION.

20. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM TENTH STREET ON TO LOTS 1, 14 AND 16.

21. AN ENGINEERED DRAINAGE AND DETENTION PLAN MUST BE SUBMITTED AND APPROVED BY THE ENGINEERING DEPARTMENT PRIOR TO ISSUANCE OF A BUILDING PERMIT.

22. STORM WATER RUNOFF GENERATED FROM DEVELOPMENT SHALL BE DETAINED ON-SITE (DETENTION AREAS) AND RELEASED INTO AN APPROVED STORM SEWER SYSTEM AT THE PRE-DEVELOPMENT RATE FOR A 10 YEAR FREQUENCY STROM EVENT.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, DAVID O. SALINAS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARE FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISON AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF MCALLEN SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

_____ _____
SALINAS ENGINEERING & ASSOCIATES DATE
CONSULTING ENGINEERS & SURVEYORS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5782
2221 DAFFODIL AVE.
MCALLEN, TEXAS 78501

MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499
4037 W. EXP.83, SUITE 150
MCALLEN, TEXAS. 78501
PH. (956) 537-1311
E-MAIL: MSALINAS6973@ATT.NET

SCALE : 1"=100'

CURVE TABLE			
CURVE	LENGTH	RADIUS	BEARING
C1	437.27	11535.16	N10°34'30"E 437.25

P.O.C. N.W.C. LOT 7

P.O.B. N.W.C. TRACT-I

S08°39'45"W 310.00

S81°21'05"E 100.80

N.E.C. LOT 7 N.W.C. LOT 8

N.E.C. LOT 8

GLORIA BRADY DOC # 1839796

ORIGINAL LOT 7 ORIGINAL LOT 8

10.00 INGRESS AND EGRESS EASEMENT VOL. 2049, PAGE 303, H.C.D.R.

GLORIA BRADY DOC # 1839795

2657.20

13.28' AREA TO BE EXCAVATED

DRAINAGE CANAL R.O.W. (75.00')

387.84	389.92	389.92	389.92	389.92	339.70	296.72
1	2	3	4	5	6	7
87,152.38 SF 2.00 AC	87,136.49 SF 2.00 AC	87,172.77 SF 2.00 AC	87,209.63 SF 2.00 AC	87,246.48 SF 2.00 AC	75,720.67 SF 1.73 AC	81,335.93 SF 1.86 AC
223.43	223.52	223.61	223.71	223.80	198.88	260.27
S8° 38' 55"W						
389.92	389.92	389.92	389.92	389.92	314.64	308.77

15.00' R.O.W. 76.00' C1 225.39

BASIS OF BEARING

20.00' UTILITY ESAEMENT

153.83 69.76

60.00' ROW 40.00' PAVEMENT

385.04	390.08	390.08	390.08	390.08	324.35	310.07
13	12	11	10	9	8	20
87,122.64 SF 2.00 AC	87,120.46 SF 2.00 AC	87,120.46 SF 2.00 AC	87,120.46 SF 2.00 AC	87,120.46 SF 2.00 AC	77,397.30 SF 1.77 AC	81,079.69 SF 1.86 AC
223.34	223.34	223.34	223.34	223.34	173.42	253.34
395.72	390.08	390.08	390.08	390.08	324.35	334.46

60.00' ROW 40.00' PAVEMENT 60.00' ROW

384.36	390.25	390.63	390.91	390.91	336.47	252.76
14	15	16	17	18	19	21
87,129.67 SF 2.00 AC	87,129.67 SF 2.00 AC	87,149.44 SF 2.00 AC	87,175.99 SF 2.00 AC	87,138.95 SF 2.00 AC	87,138.95 SF 1.84 AC	85,881.82 SF 1.97 AC
223.24	223.15	223.05	222.96	222.86	197.85	232.90
396.07	390.25	390.63	390.91	390.91	361.32	345.20

40.00' PAVEMENT

126.03' 40.40' 13.48' 12.36' 10.68'

35.00' 21.52'

S08°39'45"W 380.00' DRAIN DITCH

DRAINAGE CANAL R.O.W. (75.00')

HIDALGO COUNTY WATER DISTRICT NO. 2 R.O.W.

10th. STREET (S.H. 336) (152.0' R.O.W.)

WEST R.O.W. LINE

EAST R.O.W. LINE

N14°39'46"E

N81°21'05"W 2725.29'

DOMINGO GARZA DOC # 831795

DOMINGO GARZA DOC # 831795

ORIGINAL LOT 7 ORIGINAL LOT 8

S.W.C. LOT 7

S.E.C. LOT 7 S.W.C. LOT 8

S.E.C. LOT 8

SITE PLAN
LAS PALMAS

PROJECT NAME: LAS PALMAS INDUSTRIAL PARK

ADDRESS: HIDALGO COUNTY, TEXAS

CLIENT INFORMATION: LAS PALMAS INDUSTRIAL PARK

MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499
4037 W. EXP.83, SUITE 150
MCALLEN, TEXAS. 78501
PH. (956) 537-1311
E-MAIL: MSALINAS6973@ATT.NET

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REVISION:	BY:	APPROVED BY:
1	AV	MAS

DATE PREPARED: 10-01-2015

PROJECT No.

SHEET No. C-1

SCALE : 1"=100'

CURVE TABLE			
CURVE	LENGTH	RADIUS	BEARING
C1	437.27	11535.16	N10°34'30"E 437.25

P.O.C. N.W.C. LOT 7

P.O.B. N.W.C. TRACT-1

S08°39'45"W 310.00'

S81°21'05"E 100.80'

N.E.C. LOT 7 N.W.C. LOT 8

N.E.C. LOT 8

GLORIA BRADY DOC # 1839796

ORIGINAL LOT 7 / ORIGINAL LOT 8

10.00 INGRESS AND EGRESS EASEMENT VOL. 2049, PAGE 303, H.C.D.R.

GLORIA BRADY DOC # 1839796

2657.20

13.28' AREA TO BE EXCAVATED

DRAINAGE CANAL R.O.W. (75.00')

PROP. 8" WATER TAP

PROP. BORE

PROP. 8" WATER LINE TO BE BORE. 175' FL

PROP. 3-8" WATER VALVES

NEW LOCATION FOR HIDALGO INTERCONNECT

PROP. 3-8" WATER VALVES

PROP 8"X8" TEE

PROP. F.H. 8x6 REDUCTION w/6" VALVE

87,152.38 SF 2.00 AC

87,136.49 SF 2.00 AC

87,172.77 SF 2.00 AC

87,209.63 SF 2.00 AC

87,246.48 SF 2.00 AC

87,220.67 SF 1.73 AC

81,335.93 SF 1.86 AC

387.84 | 389.92 | 389.92 | 389.92 | 389.92 | 339.70

223.43 | 223.52 | 223.61 | 223.71 | 223.80 | 198.88 | 268.90 | 260.27

S8° 38' 55"W

152.00' R.O.W.

76.00' R.O.W.

60.00' ROW

40.00' PAVEMENT

PROP. 8" PVC WATERLINE C900 CL-150 - 2,350'

PROP. 8" PVC WATERLINE C900 CL-150 - 324.35'

PROP. 8" WATER VALVE WITH CAP. 296.72

PROP. 8"X8" TEE

20.00' EASEMENT

308.77 | 8.98

PROP. 3-8" WATER VALVES 310.07

385.04 | 390.08 | 390.08 | 390.08 | 390.08 | 314.64

S81°21'05"E 35.00'

21.52'

126.03

13.48'

12.36'

DRAIN DITCH

380.00'

S08°39'45"W

BASIS OF BEARING

EXIST 8" WATER LINE

EXIST 2" WATER LINE

PROP. 8" PVC WATERLINE C900 CL-150 - 153.83'

20.00' UTILITY ESASEMENT

PROP. 3-8" WATER VALVES

PROP 8"X8" TEE

169.76'

87,122.84 SF 2.00 AC

87,120.46 SF 2.00 AC

87,120.46 SF 2.00 AC

87,120.46 SF 2.00 AC

87,120.46 SF 2.00 AC

77,397.30 SF 1.77 AC

82,079.69 SF 1.86 AC

395.72 | 390.08 | 390.08 | 390.08 | 390.08 | 324.35

223.34 | 223.34 | 223.34 | 223.34 | 223.34 | 173.42 | 260.40

35.27

PROP 8"X8" TEE

334.46

10.68'

PROP. 8" PVC WATERLINE C900 CL-150 - 2,370'

PROP. 8" PVC WATERLINE C900 CL-150 - 336.47'

PROP. F.H. 8x6 REDUCTION w/6" VALVE

87,129.67 SF 2.00 AC

87,149.44 SF 2.00 AC

87,175.99 SF 2.00 AC

87,136.95 SF 2.00 AC

87,136.95 SF 1.84 AC

85,881.82 SF 1.97 AC

384.36 | 390.25 | 390.63 | 390.91 | 390.91 | 361.32

223.24 | 223.15 | 223.05 | 222.96 | 222.86 | 197.85 | 252.76 | 267.37

PROP. 8" WATER VALVE WITH CAP.

DRAINAGE CANAL R.O.W. (75.00')

345.20

WEST R.O.W. LINE (S.H. 336)

10th. STREET (152.0' R.O.W.)

EAST R.O.W. LINE

N11°39'45"E 1,129.45'

N81°21'05"W

2725.29'

PROP. 8" CAP.

HIDALGO COUNTY WATER DISTRICT NO. 2 R.O.W.

S08°39'45"W 380.00'

DOMINGO GARZA DOC # 831795

DOMINGO GARZA DOC # 831795

ORIGINAL LOT 7 / ORIGINAL LOT 8

S.W.C. LOT 7

S.E.C. LOT 7 S.W.C. LOT 8

S.E.C. LOT 8

EXIST 2" WATER LINE

WATER LAYOUT
LAS PALMAS

PROJECT NAME: LAS PALMAS INDUSTRIAL PARK

ADDRESS: HIDALGO COUNTY, TEXAS

CLIENT INFORMATION: LAS PALMAS INDUSTRIAL PARK

MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499
4037 W. EXP 83, SUITE 150
MCALLEN, TEXAS. 78501
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REVISION:	BY:	APPROVED BY:
1	AV	MAS

DATE PREPARED: 10-01-2015

PROJECT No.

SHEET No. C-2

SCALE : 1"=100'

CURVE TABLE			
CURVE	LENGTH	RADIUS	BEARING
C1	437.27	11535.16	N10°34'30"E 437.25

P.O.C. N.W.C. LOT 7

P.O.B. N.W.C. TRACT-1

S08°39'45"W 310.00'

100.80' S81°21'05"E

N.E.C. LOT 7
N.W.C. LOT 8

N.E.C. LOT 8

GLORIA BRADY
DOC # 1839796

ORIGINAL LOT 7
ORIGINAL LOT 8

10.00 INGRESS AND EGRESS EASEMENT
VOL. 2049, PAGE 303, H.C.D.R.

GLORIA BRADY
DOC # 1839796

PROP. 12"SAN. SEWER SERVICE=300'

2657.20'

PROP. U.H. TOP= INV=

13.28' AREA TO BE EXCAVATED

DRAINAGE CANAL R.O.W. (75.00')

387.84	1	389.92	2	389.92	3	389.92	4	389.92	5	339.70	6	296.72	7
87,152.36 SF 2.00 AC		87,136.49 SF 2.00 AC		87,172.77 SF 2.00 AC		87,209.63 SF 2.00 AC		87,246.48 SF 2.00 AC		75,720.67 SF 1.73 AC		81,335.93 SF 1.86 AC	
223.43		223.52		223.61		223.71		223.80		198.88		260.27	
385.04	13	390.08	12	390.08	11	390.08	10	390.08	9	324.35	8	310.07	20
87,122.64 SF 2.00 AC		87,120.46 SF 2.00 AC		87,120.46 SF 2.00 AC		87,120.46 SF 2.00 AC		87,120.46 SF 2.00 AC		77,397.30 SF 1.77 AC		81,079.69 SF 1.86 AC	
223.34		223.34		223.34		223.34		223.34		173.42		253.34	
384.36	14	390.25	15	390.63	16	390.91	17	390.91	18	336.47	19	334.46	
87,129.67 SF 2.00 AC		87,129.67 SF 2.00 AC		87,149.44 SF 2.00 AC		87,175.99 SF 2.00 AC		87,138.95 SF 2.00 AC		87,138.95 SF 1.84 AC		85,881.62 SF 1.97 AC	
223.24		223.15		223.05		222.96		222.86		197.85		252.76	

BASIS OF BEARING

WEST R.O.W. LINE
10th. STREET (S.H. 336)
(152.0' R.O.W.)

EAST R.O.W. LINE

N11°39'45"E

152.00' R.O.W.

76.00'

223.39'

C1

S8° 38' 55"W

20.00' UTILITY ESASEMENT

60.00' ROW

40.00' PAVEMENT

PROP. 12"SAN. SEWER SERVICE - 2,340'

PROP. 8"SAN. SEWER SERVICE - 2,370'

15.00' EASEMENT

35.00'

S81°21'05"E

21.52'

S08°39'45"W 380.00' DRAIN DITCH

13.48'

12.36'

10.68'

N81°21'05"W

396.07'

390.25'

390.63'

390.91'

390.91'

361.32'

345.20'

2725.29'

DRAINAGE CANAL R.O.W. (75.00')

NO. 2 R.O.W.

HIDALGO COUNTY WATER DISTRICT

DOMINGO GARZA
DOC # 831795

DOMINGO GARZA
DOC # 831795

ORIGINAL LOT 7
ORIGINAL LOT 8

S.W.C. LOT 7

S.E.C. LOT 7
S.W.C. LOT 8

S.E.C. LOT 8

SEWER SERVICE LAYOUT
LAS PALMAS

PROJECT NAME: LAS PALMAS INDUSTRIAL PARK

ADDRESS: HIDALGO COUNTY, TEXAS

CLIENT INFORMATION: LAS PALMAS INDUSTRIAL PARK

MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499
PH. (956) 537-1311
E-MAIL: MSALINAS6973@ATT.NET
4037 W. EXP.83, SUITE 150
MCALLEN, TEXAS. 78501

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REVISION:	BY:	APPROVED BY:
1	AV	MAS

DATE PREPARED: 10-01-2015

PROJECT No.

SHEET No. C-3

CURVE TABLE			
CURVE	LENGTH	RADIUS	BEARING
C1	437.27	11535.16	N10°34'30"E 437.25

P.O.C. N.W.C. LOT 7

P.O.B. N.W.C. TRACT-I

S08°39'45"W 310.00'

S81°21'05"E 100.83'

N.E.C. LOT 7 N.W.C. LOT 8

N.E.C. LOT 8

ORIGINAL LOT 7 / ORIGINAL LOT 8

GLORIA BRADY DOC # 1839796

10.00 INGRESS AND EGRESS EASEMENT VOL. 2049, PAGE 303, H.C.D.R.

GLORIA BRADY DOC # 1839796

2657.20

DRAINAGE CANAL R.O.W. (75.00')

S81°21'05"E 35.00'

BASIS OF BEARING

EXIST 8" WATER LINE W

EXIST 2" WATER LINE W

152.00' R.O.W.

20.00' UTILITY ESASEMENT

87,122.64 SF 2.00 AC

87,136.49 SF 2.00 AC

87,172.77 SF 2.00 AC

87,209.63 SF 2.00 AC

87,246.46 SF 2.00 AC

75,720.07 SF 1.73 AC

81,335.93 SF 1.86 AC

87,162.38 SF 2.00 AC

87,120.46 SF 2.00 AC

87,120.46 SF 2.00 AC

87,120.46 SF 2.00 AC

87,120.46 SF 2.00 AC

77,307.30 SF 1.77 AC

81,079.69 SF 1.86 AC

87,129.67 SF 2.00 AC

87,129.67 SF 2.00 AC

87,149.44 SF 2.00 AC

87,175.99 SF 2.00 AC

87,138.95 SF 2.00 AC

87,138.95 SF 1.84 AC

85,881.82 SF 1.97 AC

DRAINAGE CANAL R.O.W. (75.00')

10th. STREET (S.H. 336) (152.0' R.O.W.)

WEST R.O.W. LINE

EXIST 2" WATER LINE W

N81°21'05"W 2725.29

DOMINGO GARZA DOC # 831795

DOMINGO GARZA DOC # 831795

ORIGINAL LOT 7 / ORIGINAL LOT 8

HIDALGO COUNTY WATER DISTRICT NO. 2 R.O.W.

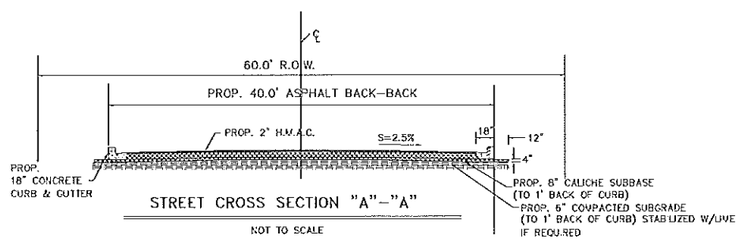
S.W.C. LOT 7

S.E.C. LOT 7 S.W.C. LOT 8

S.E.C. LOT 8

SCALE : 1"=100'

N



STREET CROSS SECTION "A"-"A"

NOT TO SCALE

PAVING & GRADING PLAN
LAS PALMAS

PROJECT NAME: LAS PALMAS INDUSTRIAL PARK

ADDRESS: HIDALGO COUNTY, TEXAS

CLIENT INFORMATION: LAS PALMAS INDUSTRIAL PARK

MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499
4037 W. EXP.83, SUITE 150
MCALLEN, TEXAS. 78501
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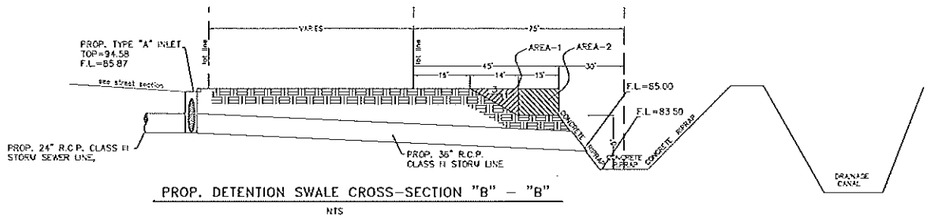
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REVISION:	BY:	APPROVED BY:
1	AV	MAS

DATE PREPARED: 10-01-2015

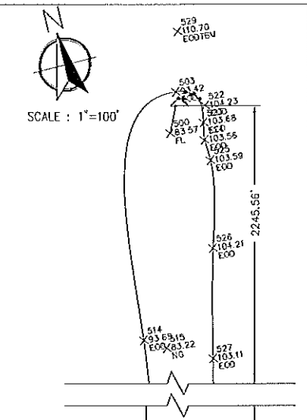
PROJECT No.

SHEET No. C-4



PROP. DETENTION SWALE CROSS-SECTION "B" – "B"

NTS



CURVE TABLE			
CURVE	LENGTH	RADIUS	BEARING
C1	437.27	11535.16	N10°34'30"E 437.25

P.O.C. N.W.C. LOT 7

P.O.B. N.W.C. TRACT-I

S08°39'45"W 310.00'

S81°21'05"E 100.00'

N.E.C. LOT 7
N.W.C. LOT 8

N.E.C. LOT 8

GLORIA BRADY
DOC # 1839796

ORIGINAL LOT 7
ORIGINAL LOT 8

10.00 INGRESS AND EGRESS EASEMENT
VOL. 2049, PAGE 303, H.C.D.R.

GLORIA BRADY
DOC # 1839796

2657.20'

DRAINAGE CANAL
R.O.W. (175.00')

BASIS OF BEARING

10th. STREET (S.H. 336)
(152.0' R.O.W.)

N81°21'05"W

20.00' UTILITY ESASEMENT

87,162.38 SF 2.00 AC
87,136.49 SF 2.00 AC
87,172.77 SF 2.00 AC
87,209.63 SF 2.00 AC
87,246.48 SF 2.00 AC
75,720.67 SF 1.73 AC
81,335.93 SF 1.86 AC
87,122.64 SF 2.00 AC
87,120.46 SF 2.00 AC
87,120.46 SF 2.00 AC
87,120.46 SF 2.00 AC
87,120.46 SF 2.00 AC
77,397.30 SF 1.77 AC
81,079.69 SF 1.86 AC
87,129.87 SF 2.00 AC
87,129.67 SF 2.00 AC
87,149.44 SF 2.00 AC
87,175.99 SF 2.00 AC
87,138.95 SF 2.00 AC
87,138.95 SF 1.84 AC
85,881.82 SF 1.97 AC

PROP. INLET TYPE "A" TOP=93.60 F.L.=89.50
PROP. 24" RCP 50'@ 0.18%
PROP. 24" RCP 780'@ 0.18%
PROP. 24" RCP 760'@ 0.18%
PROP. 24" RCP 330'@ 0.18%
PROP. 24" RCP STORM LINE
PROP. 36" RCP 370'@ 0.18%
PROP. INLET TYPE "A" TOP=94.58 F.L.=85.87
PROP. INLET TYPE "A" TOP=94.40 F.L.=89.30
PROP. INLET TYPE "A" TOP=91.60 F.L.=86.57
PROP. INLET TYPE "A" TOP=93.60 F.L.=87.10
DRAINAGE DETENTION AREA
CONCRETE RIPRAP
R.O.W. DEDICATED BY THIS PLAT FOR DRAIN DITCH
380.00' DRAIN DITCH
HIDALGO COUNTY WATER DISTRICT NO. 2 R.O.W.
DRAINAGE CANAL R.O.W. (75.00')
AREA TO BE EXCAVATED

DOMINGO GARZA
DOC # 831795

DOMINGO GARZA
DOC # 831795

S.W.C. LOT 7

S.E.C. LOT 7
S.W.C. LOT 8

S.E.C. LOT 8

STORM SEWER
LAS PALMAS

PROJECT NAME: LAS PALMAS INDUSTRIAL PARK

ADDRESS: HIDALGO COUNTY, TEXAS

CLIENT INFORMATION: LAS PALMAS INDUSTRIAL PARK

MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499
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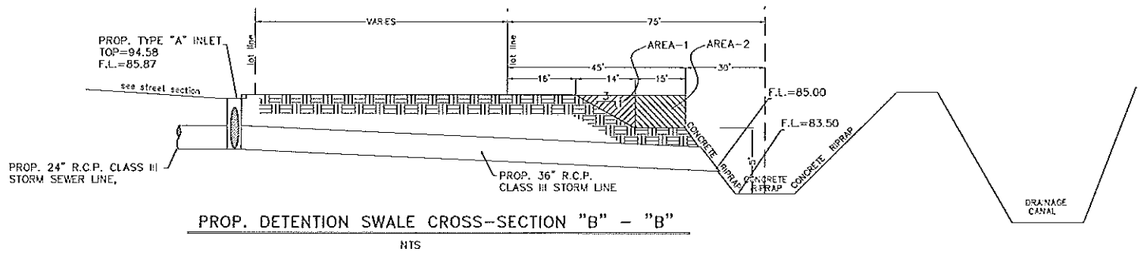
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REVISION:	BY:	APPROVED BY:
1	AV	MAS

DATE PREPARED: 10-01-2015

PROJECT No.

SHEET No. C-5



PROP. DETENTION SWALE CROSS-SECTION "B" – "B"

NTS

DETENTION STORAGE VOLUME			
	NAME	AREA (S.F.)	VOLUME (C.F.)
I	AREA-1	32.66	25,800.00
II	AREA-2	70.00	55,300.00
III	AREA PER LOT (5,265 CF)(21 LOTS)		110,565.00
		SUBTOTAL	191,665.00

TOTAL VOLUME REQUIRED:	188,171.00 C.F.
TOTAL VOLUME PROVIDED:	191,665.00 C.F.

SCALE : 1"=100'

CURVE TABLE			
CURVE	LENGTH	RADIUS	BEARING
C1	437.27	11535.16	N10°34'30"E 437.25

P.O.C. N.W.C. LOT 7

P.O.B. N.W.C. TRACT-I

S08°39'45"W 310.00

100.60 S81°21'05"E

N.E.C. LOT 7
N.W.C. LOT 8

N.E.C. LOT 8

GLORIA BRADY
DOC # 1839796

ORIGINAL LOT 7
ORIGINAL LOT 8

10.00 INGRESS AND EGRESS EASEMENT
VOL. 2049, PAGE 303, H.C.D.R.

2657.20

13.26' AREA TO BE EXCAVATED

DRAINAGE CANAL R.O.W. (75.00')

AREA-1= 97,841.47SF/4.54 Ac.
AREA-2=197,556.07SF/4.53Ac.
AREA-3=192,678.90SF/4.42Ac.
AREA-4=110,847.19SF/2.54Ac.
AREA-5=110,523.88SF/2.53Ac.
AREA-6=108,272.47SF/2.48Ac.
AREA-7=110,844.53SF/2.54Ac.
AREA-8=110,457.85SF/2.53Ac.
AREA-9=108,288.73SF/2.50Ac.
AREA-10=200,258.54SF/4.59Ac.
AREA-11=194,887.43SF/4.47Ac
AREA-12=197,728.11SF/4.54Ac.
AREA-13=134,564.94SF/3.09Ac.
AREA-14=167,416.55SF/3.84Ac.

87,152.38 SF 2.00 AC
87,136.49 SF 2.00 AC
87,172.77 SF 2.00 AC
87,209.63 SF 2.00 AC
87,246.48 SF 2.00 AC
75,720.67 SF 1.73 AC
87,122.64 SF 2.00 AC
87,120.46 SF 2.00 AC
77,397.30 SF 1.77 AC
87,129.67 SF 2.00 AC
87,149.44 SF 2.00 AC
87,175.99 SF 2.00 AC
87,138.95 SF 2.00 AC
87,138.95 SF 1.84 AC
81,335.93 SR 09 1.86 AC
81,079.69 SF 1.86 AC
83,081.82 SF 1.97 AC

PROP. INLET TYPE "A" TOP=93.60 F.L.=89.50
PROP. INLET TYPE "A" TOP=93.60 F.L.=88.06
PROP. INLET TYPE "A" TOP=93.60 F.L.=86.70
PROP. INLET TYPE "A" TOP=94.58 F.L.=85.87
PROP. INLET TYPE "A" TOP=93.60 F.L.=89.40
PROP. INLET TYPE "A" TOP=93.60 F.L.=87.97
PROP. INLET TYPE "A" TOP=93.60 F.L.=86.57
PROP. INLET TYPE "A" TOP=94.40 F.L.=85.30
PROP. INLET TYPE "A" TOP=93.60 F.L.=89.50
PROP. INLET TYPE "A" TOP=93.60 F.L.=88.40
PROP. INLET TYPE "A" TOP=93.60 F.L.=87.00
PROP. INLET TYPE "A" TOP=93.60 F.L.=87.10

PROP. 24" RCP 50'@ 0.16%
PROP. 24" RCP 760' @ 0.18%
PROP. 24" RCP 390'@0.18%
PROP. 36" RCP 370'@0.18%
PROP. 24" RCP STORM LINE.

60.00 R.O.W.
40.00 PAVEMENT
20.00 UTILITY ESASEMENT
15.00 R.O.W.
50.00 R.O.W.

BASIS OF BEARING

10th. STREET (S.H. 336)
(152.0' R.O.W.)
WEST R.O.W. LINE
EAST R.O.W. LINE

N41°29'55"E 1153.83

S8°38'55"W 2247.39

N81°21'05"W 2725.29'

DRAINAGE DETENTION AREA

CONCRETE R.RAP

380.00' DRAIN DITCH

HIDALGO COUNTY WATER DISTRICT NO. 2 R.O.W.

DRAINAGE CANAL R.O.W. (75.00')

DOMINGO GARZA
DOC # 831795

S.W.C. LOT 7
S.E.C. LOT 7
S.W.C. LOT 8
S.E.C. LOT 8

DRAINAGE AREA MAP
LAS PALMAS

PROJECT NAME: LAS PALMAS INDUSTRIAL PARK

ADDRESS: HIDALGO COUNTY, TEXAS

CLIENT INFORMATION: LAS PALMAS INDUSTRIAL PARK

MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499
4037 W. EXP. 83, SUITE 150
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REVISION:	BY:	APPROVED BY:
1	AV	MAS

DATE PREPARED: 10-01-2015

PROJECT No.

SHEET No. C-5.1

1. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING WITH SECTION 4.29 OF THE TEXAS ACCESSIBILITY STANDARDS (TAS). THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACES, INCLUDING SIDE FLARES. FURNISH DARK BROWN OR DARK RED DETECTABLE WARNING SURFACE ADJACENT TO UNCOLORED CONCRETE, UNLESS SPECIFIED ELSEWHERE IN THE PLANS.

2. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.

3. ALIGN TRUNCATED DOMES IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.

4. SHADED AREAS ON DETAILS INDICATE THE APPROXIMATE LOCATION FOR THE DETECTABLE WARNING SURFACE FOR EACH CURB RAMP TYPE.

5. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL, AND EXTEND THE FULL WIDTH OF THE CURB RAMP OR LANDING WHERE THE PEDESTRIAN ACCESS ROUTE ENTERS THE STREET.

6. DETECTABLE WARNING SURFACES SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 10" FROM THE EXTENSION OF THE FACE OF CURB. DETECTABLE WARNING SURFACES MAY BE CURVED ALONG THE CORNER RADIUS.

7. DETAILS ARE PROVIDED HEREIN FOR THE PLACEMENT OF LANDSCAPE PAVERS. FOR OTHER MATERIALS, REFER TO THE MANUFACTURER'S PRODUCT MANUAL FOR PROPER INSTALLATION UPON CITY ENGINEER APPROVAL.

DETECTABLE WARNING DETAILS, GENERAL NOTES

1. PUBLIC SIDEWALK CURB RAMPS SHALL BE CONSTRUCTED IN THE PUBLIC RIGHT OF WAY AT LOCATIONS THAT WILL PROVIDE CONTINUOUS PEDESTRIAN CIRCULATION PATHS TO PEDESTRIAN AREAS, ELEVENTS AND FACILITIES IN THE PUBLIC RIGHT OF WAY AND TO ACCESSIBLE PEDESTRIAN ROUTES ON ADJACENT SITES. CURBED FACILITIES WITH SIDEWALKS AND THOSE WITHOUT SIDEWALKS ARE TO HAVE CURB RAMPS CONSTRUCTED AT ALL STREET INTERSECTIONS AND AT TURNOUTS THAT HAVE CURBED RETURNS. PARTIAL CURB RETURNS SHALL EXTEND TO ACCOMMODATE CURB RAMPS. RAMPS CONSTRUCTED AT LOCATIONS WITHOUT SIDEWALKS SHALL HAVE A LANDING CONSTRUCTED AT THE TOP OF EACH RAMP.

2. THE LOCATION AND ORIENTATION OF CURB RAMPS SHALL BE AS SHOWN IN THE PLANS. CURB RAMP RUNNING SLOPES AT UNRESTRAINED SITES SHALL NOT BE STEEPER THAN 1:12 AND CROSS SLOPE SHALL BE 0.02 OR FLATTER. TRANSITION SLOPES SHALL NOT BE STEEPER THAN 1:12.

3. WHEN ALTERING EXISTING PEDESTRIAN FACILITIES WHERE EXISTING SITE DEVELOPMENT PRECLUDES THE ACCOMMODATION OF A RAMP SLOPE OF 1:12, A RUNNING SLOPE BETWEEN 1:12 AND 1:10 IS PERMITTED FOR A RISE OF 6" MAXIMUM AND A RUNNING SLOPE OF BETWEEN 1:10 AND 1:8 IS PERMITTED FOR A RISE OF 3" MAXIMUM. WHERE COMPLIANCE WITH THE REQUIREMENTS FOR CROSS SLOPE CANNOT BE FULLY MET, THE MINIMUM FEASIBLE CROSS SLOPE SHALL BE PROVIDED. RAMP RUNNING SLOPE IS NOT REQUIRED TO EXCEED 8' IN LENGTH, EXCEPT AT SITES WHERE THE PLANS SPECIFY A GREATER LENGTH.

4. IF A CURB RAMP IS LOCATED WHERE PEDESTRIANS MUST WALK ACROSS THE RAMP, THEN THE WALK SHALL HAVE TRANSITION SLOPES TO THE RAMP; THE MAXIMUM SLOPE OF THE TRANSITIONS SHALL BE 1:12. RAMPS WITH CURB RETURNS MAY BE USED AT LOCATIONS WHERE OTHER IMPROVEMENTS PROVED GUIDANCE AWAY FROM THAT PORTION OF CURB PERPENDICULAR TO THE SIDEWALK; IMPROVEMENTS FOR GUIDANCE ARE NOT REQUIRED AT CURB RAMPS FOR LINEAR PEDESTRIAN TRAFFIC.

5. CURB RAMP DETECTABLE WARNING SURFACES SHALL EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24" FROM THE BACK OF CURB. DETECTABLE WARNING SURFACES SHALL BE CONSTRUCTED BY TEXTURING A TRUNCATED DOVE PATTERN IN CONFORMANCE WITH U.S. DEPARTMENT OF JUSTICE A.D.A. STANDARDS FOR ACCESSIBLE DESIGN, A.D.A. ACCESSIBILITY GUIDELINES, SECTION 4.29.2,. TRANSITION SLOPES ARE NOT TO HAVE DETECTABLE WARNINGS.

6. UNLESS OTHERWISE CALLED OUT IN THE PLANS, THE RAMP DETECTABLE WARNING SURFACE SHALL BE COLORED IN ACCORDANCE WITH SECTION 351 OF THE STANDARD SPECIFICATIONS.

7. WHERE A CURB RAMP IS CONSTRUCTED WITHIN EXISTING CURB, CURB AND GUTTER AND/OR SIDEWALK, THE EXISTING CURB OR CURB AND GUTTER SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE CURB TRANSITIONS OR TO THE EXTENT THAT NO REMAINING SECTION OF CURB OR CURB AND GUTTER IS LESS THAN 5' LONG. THE EXISTING SIDEWALK SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE TRANSITION SLOPE OR WALK AROUND OR TO THE EXTENT THAT NO REMAINING SECTION OF SIDEWALK IS LESS THAN 5' LONG.

8. ALPHA-NUMERIC IDENTIFICATIONS ARE FOR REFERENCE. (PLANS, PERMITS, ETC.)

GENERAL NOTES:

1. DEVIATIONS FROM THESE STANDARDS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.

2. SIDEWALK SHALL BE CONSTRUCTED WITHIN STREET R.O.W.

3. PROVIDE 5' X 5' PASSING SPACE AT A MAXIMUM 200' INTERVALS, IF SIDEWALK IS LESS THAN 5' IN WIDTH (DRIVEWAY IS CONSIDERED A PASSING SPACE)

CONSTRUCTION NOTES:

A. CROSS-SLOPE AT 2.0% MAX.

B. SIDEWALK ALIGNMENT MUST MATCH EXISTING ALIGNMENT IN AREA OR BE SET A MINIMUM OF 3 FT FROM THE BACK OF CURB.

C. SEE DRIVEWAY APRON DETAIL.

D. CONTRACTION JOINTS EVERY 6 FT.; EXPANSION JOINT EVERY 30 FT. AND ALONG CURB AND GUTTER WHEN SIDEWALK ADJACENT TO CURB AND ALONG ANY STRUCTURE EXISTING.

E. 1/2" EXPANSION JOINT.

GENERAL NOTES

1. DEVIATIONS FROM THESE STANDARDS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.

2. USE 1/2" EXPANSION JOINT WHERE SIDEWALK OR DRIVEWAY APRON ABUTS BUILDING, FENCES,WALLS OR OTHER IMMOVABLE OBJECTS.

3. DRIVEWAY APRON WIDER THAN 18 FT (NOMINAL) SHALL HAVE A SAWED CONSTRUCTION JOINT AT MIDPOINT. DRIVEWAY APRON WIDER THAN 36 FT. SHALL HAVE AN EXPANSION JOINT EQUALLY SPACED AT MID-POINT OF DRIVEWAY.

4. MAXIMUM DRIVEWAY APRON WIDTHS SHALL BE: RESIDENTIAL: 24 FT MAX. COMMERCIAL: 45 FT MAX.

5. SUBGRADE UNDER DRIVEWAY APRON SHALL BE COMPACTED TO 95% MIN. DENSITY TO A DEPTH OF 6".

6. DRIVEWAY APRON SHALL HAVE A MINIMUM THICKNESS OF 6" AND BE PLACED USING 3000 P.S.I. CONCRETE WITH 6"X6" WELDED WIRE MESH, NO. 3 BARS @ 12" O.C.E.W. OR NO. 4 @ 18" O.C.E.W.

7. CURB CUT MUST BE A MINIMUM OF 6 FT FROM SIDE YARD PROPERTY LINE.

8. CURB CUT MUST BE A MINIMUM OF 25 FT FROM THE PROJECTION OF THE CLOSEST THROUGHLANE AT A STREET INTERSECTION.

9. CONCRETE SHALL HAVE A BROOM FINISH. EXPOSED AGGREGATE, RIVER-BRICK FINISH, TILE ARE NOT PERMITTED WITHIN THE R.O.W.

10. MEMBRANE CURING COMPOUND SHALL BE APPLIED AT A MINIMUM OF 1 GALLON PER 180 SQUARE FEET OF AREA AFTER SURFACE FINISH HAS BEEN COMPLETED.

11. ALL CONCRETE APRONS SHALL INCLUDE SUBGRADE & BASE CONSISTENT WITH THE ADJACENT ROADWAY. THE COSTS FOR THE SUBGRADE AND BASE FOR THE CONCRETE APRON SHALL BE INCLUDED IN THE UNIT PRICE FOR THE CONCRETE APRON.

CONSTRUCTION NOTES

A. CURB TYPE SIDEWALK.

B. OFFSET SIDEWALK.

C. 1/2" EXPANSION JOINT AT PROPERTY LINE ADJACENT SIDEWALK AND ALONG BACK OF CURB.

D. CURB & GUTTER.

E. SLOPE TO BE ADJUSTED TO PROVIDE A UNIFORM TRANSITION BETWEEN SIDEWALK & DRIVEWAY APRON 12:1 SLOPE MAX.

F. TOP OF DRIVEWAY APRON.

G. TOP OF CURB.

H. PROPERTY LINE.

CONCRETE DRIVEWAY APRON GENERAL NOTES

GENERAL NOTES:

1. DESIGN ELEVATIONS TO BE GIVEN AT PC, PT AND MID POINT OF THE CURB RADII (FLOW OF CURB ELEVATION AND AT INTERSECTIONS OF PROJECTED FLOWLINES (FLOWLINE ELEVATION).

2. ON UPSTREAM AND DOWNSTREAM ENDS OF THE INTERSECTION, VALLEY GUTTER CONSTRUCTION SHALL EXTEND TO THE END OF RETURNS.

3. THE VALLEY GUTTER TO BE REINFORCED WITH 6"X 6" X NO. 6 GA. WIRE MESH. OR NO. 3 @ 12" O.C.E.W.

4. INVERT OF VALLEY GUTTER TO EXTEND FROM FLOWLINE OF UPSTREAM CURB RETURN TO FLOWLINE OF DOWNSTREAM CURB RETURN.

5. FOR NEW CONSTRUCTION, VALLEY GUTTER SHALL BE CONSTRUCTED PRIOR TO ADJACENT PAVEMENT.

6. PRIOR TO CONSTRUCTION OF NEW VALLEY GUTTER ON EXISTING ACCEPTED STREETS, PAVEMENT SHALL BE REMOVED AS SHOWN ON PLANS.

7. VALLEY GUTTER SHALL BE PLACED USING 3000 P.S.I CONCRETE.

8. FOR HANDICAP RAMP, SEE DETAIL.

9. EXISTING CURB OR PAVEMENT SHALL BE SAWCUT WHERE NECESSARY TO CONNECT TO PROPOSED VALLEY GUTTER.

CONSTRUCTION NOTES

A. END OF CURB RETURN, SEE NOTE 1.
B. PROJECTED FLOW LINE OF 1 1/2" INVERT SEE NOTE 2.
C. INTERSECTION OF FLOWLINES, SEE NOTE 1.
D. DIRECTION OF FLOW
E. FLOWLINE
F. 6" X 6" NO. 6 GA. WIRE MESH
G. NO. 3 BARS AT 12" O.C.E.W.
H. THE 1 1/2" INVERT DEPTH MAY BE REDUCED TO IMPROVE DRIVEABILITY WITH APPROVAL FROM THE CITY ENGINEER.

GENERAL NOTES:

A. CRUSHED ROCK BEDDING PLACED, HAND LEVELED, AND COMPACTED BEFORE PIPE IS LAID, UP TO BOTTOM OF PIPE (MIN. THICKNESS = 6").

B. CRUSHED ROCK BACKFILL PLACED AND COMPACTED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO 12" ABOVE THE TOP OF PIPE. WORK IN UNDER PIPE HAUNCHES AND COMPACT BY HAND TO SPRING LINE. USE VIBRATORY-TYPE COMPACTORS FOR LIFTS ABOVE THE SPRING LINE. MAXIMUM 6" LIFTS.

Bd. MINIMUM TRENCH WIDTH: PIPE O.D. + 16" (FOR 16" PIPE AND SMALLER); PIPE O.D. X 1.25 + 12" (FOR 18" PIPE AND LARGER)

C-1. (CITY STREETS, PARKING AREA, AND DRIVEWAYS) SELECT EXCAVATED BACKFILL MECHANICALLY COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 8" MAX. LIFTS.

C-2 (STATE MAINTAINED ROADWAY) SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED TO 95% STANDARD PROCTOR DENSITY.

D. EXCAVATED EARTH BACKFILL MECHANICALLY COMPACTED IN 12" MAX. LIFTS. MINIMUM STANDARD PROCTOR DENSITY: 90% OUTSIDE RIGHT OF WAY; 95% INSIDE RIGHT OF WAY

EMBEDMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM D 2321. EMBEDMENT MATERIAL SHALL BE CLASS 1A (CRUSHED ROCK) OR 1B (CRUSHED ROCK-SAND MIXTURE) WITH LESS THAN 50% PASSING A No. 4 SIEVE. MAXIMUM $\frac{3}{4}$" SIZE FOR PIPE SIZE = 15". GREATER THAN 90% OF CRUSHED ROCK SHALL HAVE AT LEAST THREE BROKEN FACES. NO MORE THAN 2% UNBROKEN FRACTION ALLOWED.

IN SATURATED OR UNSTABLE SOILS, EMBEDMENT SHALL BE CLASS 1B ONLY (SEE SPECIFICATIONS FOR GRADATION REQUIREMENTS).

WHERE THIS STANDARD CONFLICTS WITH THE RECOMMENDATION OF ANY GEOTECHNICAL REPORT, OBTAIN WRITTEN CLARIFICATION FROM THE UTILITY ENGINEER PRIOR TO CONSTRUCTION.

FOUNDATION PREPARATION USING COBBLES, GRAVEL, CEMENT STABILIZATION, OR OTHER METHODS AS APPROVED BY THE ENGINEER SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 6" MAXIMUM LIFTS. STRUCTURE BACKFILL MATERIAL SHALL BE SAND.

SANITARY SEWER (NON-FORCEMAIN) PIPE BEDDING DETAIL

GENERAL NOTES

1. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED. ADJUST CURB RAMP LENGTH OR GRADE OF APPROACH SIDEWALKS AS DIRECTED.

2. THE MINIMUM SIDEWALK WIDTH IS 5'. WHERE THE SIDEWALK IS ADJACENT TO THE BACK OF CURB, A 6' SIDEWALK WIDTH IS ENCOURAGED. WHERE A 5' SIDEWALK CAN NOT BE PROVIDED DUE TO SITE CONSTRAINTS, A MINIMUM 5' SIDEWALK WITH 5'X 5' PASSING AREAS AT INTERVALS NOT TO EXCEED 200' IS REQUIRED.

3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION.

4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X 4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND WHOLLY OUTSIDE THE PARALLEL VEHICULAR TRAVEL PATH.

5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%

6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. THERWISE, PROVIDE FLARED SIDES.

7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.

8. TO SERVE AS A PEDESTRIAN REFUGE AREA, THE MEDIAN SHOULD BE A MINIMUM OF 5' WIDE. MEDIANS SHOULD BE DESIGNED TO PROVIDE ACCESSIBLE PASSAGE OVER OR THROUGH THEM.

9. SMALL CHANNELIZATION ISLANDS, WHICH DO NOT PROVIDE A MINIMUM 5'X 5' LANDING AT THE TOP OF CURB RAMPS, SHALL BE CUT THROUGH LEVEL WITH THE SURFACE OF THE STREET.

10. CROSSWALK DIMENSIONS, CROSSWALK MARKINGS AND STOP BAR LOCATIONS SHALL BE AS SHOWN IN THE PLANS. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS, OR AS DIRECTED BY THE ENGINEER.

11. EXISTING FEATURES THAT COMPLY WITH TAS MAY REMAIN IN PLACE UNLESS OTHERWISE SHOWN ON THE PLANS.

12. HANDRAILS ARE NOT REQUIRED ON CURB RAMPS. PROVIDE CURB RAMPS WHEREVER AN ACCESSIBLE ROUTE CROSSES (PENETRATES) A CURB.

13. SEPARATE CURB RAMP AND LANDINGS FROM ADJACENT SIDEWALK AND ANY OTHER ELEVENTS WITH PREMOLD OR BOARD JOINT OF 3/4" UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

14. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.

15. CURBS SHOWN ON SHEET 1 WITHIN THE LIMITS OF PAVMENT ARE CONSIDERED PART OF THE CURB RAMP FOR PAYMENT, WHETHER IT IS CONCRETE CURB, GUTTER, OR COVERED CURB AND GUTTER.

16. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.

DETECTABLE WARNING DETAILS, PEDESTRIAN FACILITIES GENERAL NOTES

PROJECT NAME: LAS PALMAS INDUSTRIAL PARK

ADDRESS: HIDALGO COUNTY, TEXAS

CLIENT INFORMATION: LAS PALMAS INDUSTRIAL PARK

MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499
4037 W. EXP 83, SUITE 150
MCALLEN, TEXAS. 78501
PH. (956) 537-1311
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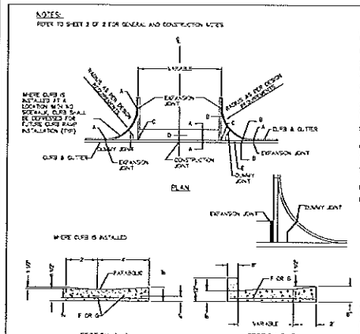
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REVISION:	BY:	APPROVED BY:
1	AV	MAS

DATE PREPARED: 10-01-2015

PROJECT No.

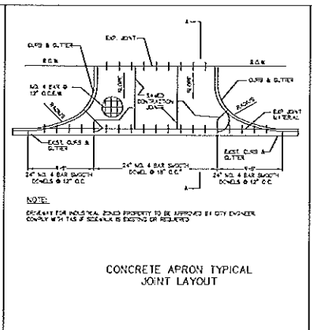
SHEET No. C-6



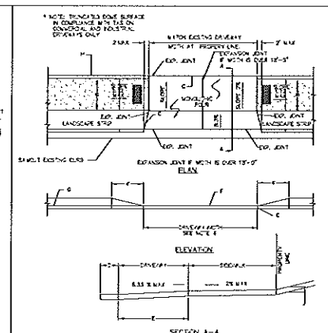
CONCRETE VALLEY GUTTER

GENERAL NOTES:

1. DESIGN ELEVATIONS TO BE GIVEN AT PC, PT AND NO POINT OF THE CURB RACK (FLOW OF RACK ELEVATION) AND AT THE INTERSECTION OF PROJECTED FLOWLINE (FLOWLINE ELEVATION).
2. ON LEVEL AND SUPER-TAN RACK OF THE INTERSECTION, VALLEY GUTTER CONSTRUCTION SHALL EXTEND TO THE END OF RETURNS.
3. THE VALLEY GUTTER TO BE REINFORCED WITH 6" X 6" W1.4 X W1.4 WIRE MESH OR NO. 3 @ 15" C.C.E.W.
4. INVERT OF VALLEY GUTTER TO EXTEND FROM FLOWLINE OF UPSTREAM CURB RETURN TO FLOWLINE OF DOWNSTREAM CURB RETURN.
5. FOR NEW CONSTRUCTION, VALLEY GUTTER SHALL BE CONSTRUCTED PRIOR TO ADJACENT PAVEMENT
6. PRIOR TO CONSTRUCTION OF NEW VALLEY GUTTER ON EXISTING ASPHALTIC STREETS, PAVEMENT SHALL BE REMOVED AS SHOWN ON PLANS
7. VALLEY GUTTER SHALL BE PLACED USING 3000 PSI CONCRETE.
8. FOR RAINDROP RAMP, SEE DETAIL
9. EXISTING CURB OR PAVEMENT SHALL BE SAWCUT WHERE NECESSARY TO CONNECT TO PROPOSED VALLEY GUTTER.



CONCRETE APRON TYPICAL JOINT LAYOUT



CONCRETE DRIVEWAY APRON (SIDEWALK OFFSET FROM CURB)

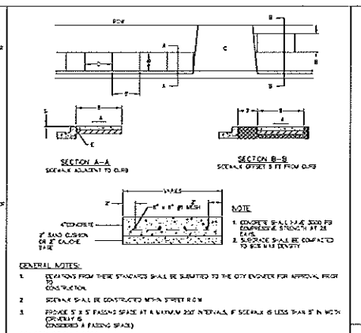
GENERAL NOTES

1. DEVIATIONS FROM THESE STANDARDS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.
2. USE 1/2" EXPANSION JOINT WHERE SIDEWALK OR DRIVEWAY APRON ABUTS BUILDING, PROFESSIONALS OR OTHER IMMOVABLE OBJECTS.
3. DRIVEWAY APRON WIDER THAN 18 FEET (MINIMUM) SHALL HAVE A SAWED CONSTRUCTION JOINT AT A DRIVEWAY DRIVEWAY APRON WIDER THAN 36 FT SHALL HAVE AN EXPANSION JOINT EQUALLY SPACED AT MID-POINT OF DRIVEWAY.
4. MINIMUM DRIVEWAY APRON WIDTH SHALL BE RESIDENTIAL 24 FT MIN, COMMERCIAL 40 FT MAX.
5. SUBGRADE UNDER DRIVEWAY APRON SHALL BE COMPACTED TO 95% MIN. DENSITY TO A DEPTH OF 6".
6. DRIVEWAY APRON SHALL HAVE A MINIMUM THICKNESS OF 6" AND BE PLACED USING 3000 PSI CONCRETE WITH ONE MESHED WIRE MESH, NO. 3 BARS @ 12" C.C.E.W. OR NO. 4 @ 12" C.C.E.W.
7. CURB CUT MUST BE A MINIMUM OF 6 FT FROM SIDE YARD PROPERTY LINE.
8. CURB CUT MUST BE A MINIMUM OF 25 FT FROM THE PROJECTION OF THE CLOSEST INTERSECTING ST & STREET INTERSECTION.
9. CONCRETE SHALL HAVE A BROOM FINISH, EXPOSED AGGREGATE, WASH-BRUSH FINISH, TILE ARE NOT PERMITTED WITHIN THE R.O.W.
10. NEGATIVE CURING COMPOUND SHALL BE APPLIED AT A MINIMUM OF 1 GALLON PER 150 SQUARE FEET OF AREA AFTER SURFACE FINISH HAS BEEN COMPLETED.
11. ALL CONCRETE WORK SHALL FOLLOW SURFACE & GRADE CONSISTENT WITH THE ADJACENT ROADWAY. THE EDGES OF THE SURFACE AND GRADE FOR THE CONCRETE APRON SHALL BE INCLUDED IN THE UNIT PRICE FOR THE CONCRETE APRON.

CONSTRUCTION NOTES

A. CURB TYPE SIDEWALK
B. OFFSET SIDEWALK
C. 1/2" EXPANSION JOINT AT PROPERTY LINE ADJACENT SIDEWALK AND ALONG BACK OF CURB
D. CURB & GUTTER
E. SLOPE TO BE ADJUSTED TO PROVIDE A UNIFORM TRANSITION BETWEEN SIDEWALK & DRIVEWAY APRON 12:1 SLOPE MAX.
F. TOP OF DRIVEWAY APRON
G. TOP OF CURB
H. PROPERTY LINE

CONCRETE DRIVEWAY APRON GENERAL NOTES



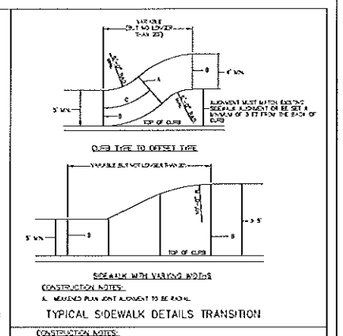
GENERAL NOTES:

1. DEVIATIONS FROM THESE STANDARDS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.
2. SIDEWALK SHALL BE CONSTRUCTED WITHIN STREET ROW.
3. PROVIDE 5' X 5' PASSING SPACE AT A MINIMUM 200' INTERVALS. IF SIDEWALK IS LESS THAN 5' IN WIDTH OR DRIVEWAY IS CONSIDERED A PASSING SPACE.

CONSTRUCTION NOTES:

A. CROSS-SLOPE AT 2.0% MAX.
B. SIDEWALK ADJACENT MUST MATCH EXISTING ALIGNMENT IN AREA OR BE SET A MINIMUM OF 3 FT FROM BACK OF CURB
C. SEE DRIVEWAY APRON DETAIL
D. CONTRACTOR JOINTS EVERY 6 FT, EXPANSION JOINT EVERY 30 FT, AND ALONG CURB AND GUTTER WHEN SIDEWALK ADJACENT TO CURB AND ALONG ANY STRUCTURE EXISTING
E. 1/2" EXPANSION JOINT.

TYPICAL SIDEWALK DETAILS



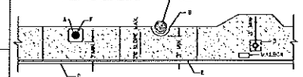
CONSTRUCTION NOTES:

A. MAXIMUM PLAN JOINT ALIGNMENT TO BE RADIAL

TYPICAL SIDEWALK DETAILS TRANSITION

CONSTRUCTION NOTES:

A. POWER POLE OR OTHER OBSTRUCTION.
B. LEAVE 36" CLEARANCE AROUND TREE TRUNKS.
C. TOP OF CURB.
D. TYPE HORIZONTAL.
E. BACK OF CURB.
F. PROVIDE 1/2" PREFORMED EXPANSION JOINT MATERIAL WHERE SIDEWALK ABUTS BUILDINGS, POLES, FIRE HYDRANTS, MAILBOXES OR OTHER IMMOVABLE OBJECTS.

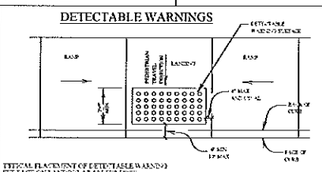


TYPICAL SIDEWALK DETAILS OBSTRUCTIONS

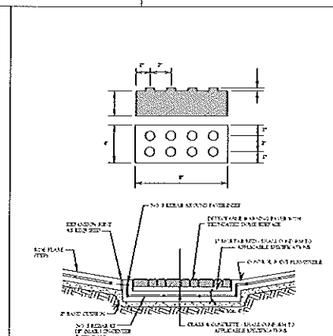
1. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING WITH SECTION 4.29 OF THE TEXAS ACCESSIBILITY STANDARDS (TAS). THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACES, EITHER LIGHT OR DARK, EXCEPT FOR DARK RED DETECTABLE WARNING SURFACE ADJACENT TO UNCOLORED CONCRETE, UNLESS SPECIFIED ELSEWHERE IN THE PLANS.
2. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
3. ALIGN TRUNCATED DOMES IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
4. SHADED AREAS ON DETAILS INDICATE THE APPROXIMATE LOCATION FOR THE DETECTABLE WARNING SURFACE FOR EACH CURB RAMP TYPE.
5. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL, AND EXTEND THE FULL WIDTH OF THE CURB RAMP OR LANDING WHERE THE PEDESTRIAN ACCESS POINTS ENTERS THE STREET.
6. DETECTABLE WARNING SURFACES SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 8" AND A MAXIMUM OF 10" FROM THE EXTENSION OF THE FACE OF CURB. DETECTABLE WARNING SURFACES MAY BE CURVED ALONG THE CORNER RADIUS.
7. DETAILS ARE PROVIDED HEREIN FOR THE PLACEMENT OF LANDSCAPE PAVERS FOR OTHER MATERIALS, REFER TO THE MANUFACTURERS SPECIFICATIONS MANUAL FOR PROPER INSTALLATION UPON CITY ENGINEER APPROVAL.

DETECTABLE WARNING DETAILS, GENERAL NOTES

DETECTABLE WARNINGS



DETECTABLE WARNING DETAILS



DETECTABLE WARNING PAVER OPTION

GENERAL NOTES:

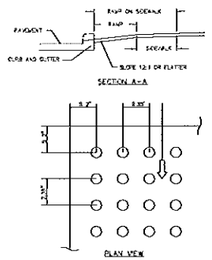
1. PUBLIC SIDEWALK CURB RAMPS SHALL BE CONSTRUCTED IN THE PUBLIC RIGHT OF WAY AT LOCATIONS THAT WILL PROVIDE CONTINUOUS PEDESTRIAN CIRCULATION, PROVIDE PEDESTRIAN ACCESS ROUTES IN THE PUBLIC RIGHT OF WAY AND TO ACCESSIBLE FACILITIES ON OR ADJACENT SITES. CURBS FACILITIES WITH SIDEWALKS AND THOSE WITHOUT SIDEWALKS ARE TO HAVE CURB RAMPS LOCATED AT ALL PEDESTRIAN CROSSINGS, AND AT ALL MARKED CROSSWALKS.
2. THE LOCATION AND ORIENTATION OF CURB RAMPS SHALL BE AS SHOWN IN THE PLANS. CURB RAMP RUNNING SLOPES AT INTERSECTIONS WITH FLARES SHALL NOT BE STEEPER THAN THE ADJACENT SIDEWALK SLOPE. SIDE SLOPE OF FLARES SHALL NOT BE STEEPER THAN 1:12.
3. WHEN ALTERING EXISTING PEDESTRIAN FACILITIES WHERE EXISTING SITE DEVELOPMENT PRECLUDES THE CONSTRUCTION OF A RAMP WITH A RUNNING SLOPE BETWEEN 1:12 AND 1:15 IS PERMITTED FOR A RISE OF 6" MAXIMUM. WHERE RUNNING SLOPE IS BETWEEN 1:15 AND 1:20 IS PERMITTED FOR A RISE OF 3" MAXIMUM. WHERE RUNNING SLOPE IS STEEPER THAN 1:20 A HANDRAIL IS REQUIRED. ALL NEW MAXIMUM RUNNING CROSS SLOPES SHALL BE 1:48. EXISTING RAMPS WITH CROSS SLOPES NOT TO EXCEED 1:36 SHALL BE ACCEPTED.
4. IF A CURB RAMP IS LOCATED WHERE PEDESTRIANS MUST WALK ACROSS THE RAMP, THEN THE RAMP SHALL HAVE TRANSITION SLOPES TO THE RAMP. THE MAXIMUM SLOPE OF THE TRANSITIONS SHALL BE 1:12. RAMPS WITH CURB RETURNS MAY BE USED AT LOCATIONS WHERE OTHER IMPEDIMENTS PREVENT SIDEWALK GRADE FROM JUST PORTION OF CURB PERPENDICULAR TO THE SIDEWALK. IMPROVEMENTS FOR CLEARANCE ARE NOT REQUIRED AT CURB RAMPS FOR LIGHT PEDESTRIAN TRAFFIC.
5. CURB RAMP DETECTABLE WARNING SURFACES SHALL EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24" FROM THE BACK OF THE CURB. DETECTABLE WARNING SURFACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH TEXAS ACCESSIBILITY STANDARDS (TAS) CHAPTER 4, SECTION 4.29 AND SHALL CONTRAST VISUALLY WITH ADJACENT SURFACES, EITHER LIGHT OR DARK, EXCEPT FOR APPROVED ALTERNATE DETECTABLE WARNING SURFACES IN HISTORIC AREAS. DETECTABLE WARNING SURFACES SHALL COMPLY WITH TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) SPECIFICATION ITEM 531, SIDEWALKS, SECTION 531.2, DETECTABLE WARNINGS.
6. UNLESS OTHERWISE CALLED OUT IN THE PLANS, THE RAMP DETECTABLE WARNING SURFACE SHALL BE COLORED IN ACCORDANCE WITH SECTION 531 OF THE STANDARD SPECIFICATIONS.
7. WHERE A CURB RAMP IS CONSTRUCTED WITHIN EXISTING CURB, CURB AND GUTTER AND/OR SIDEWALK, THE EXISTING CURB OR CURB AND GUTTER SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE CURB TRANSITION OR TO THE EXTENT THAT NO REMAINING SECTION OF CURB OR CURB AND GUTTER IS LESS THAN 5' LONG. THE EXISTING SIDEWALK SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE TRANSITION SLOPE OF THE RAMP OR TO THE EXTENT THAT NO REMAINING SECTION OF SIDEWALK IS LESS THAN 5' LONG.
8. ALPHA-NUMERIC DESIGNATIONS ARE FOR REFERENCE. (PLANS, REPORTS, ETC.)

GENERAL NOTES

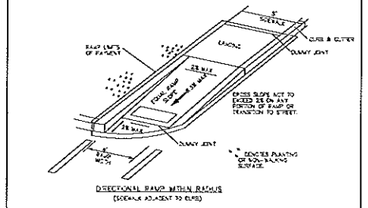
GENERAL NOTES

1. ALL SLOPES ARE MAXIMUM UNLESS NOTED. THE SLOPE PERPENDICULAR TO THE RAMP SHALL BE FLUSH WITH THE GUTTER PAN. RAMP SLOPES SHALL BE CONSTRUCTED WITHIN THE LIMITS OF THE APPROACH SIDEWALK AS SHOWN.
2. THE RAMP SHALL BE 6' MIN. WIDE, WHERE THE WIDTH OF 6' IS ADJACENT TO THE BACK OF CURB OR 5' WHERE THE WIDTH OF 6' IS ADJACENT TO A FLARE. THE 5' WIDTH IS NOT TO BE REDUCED BY FIXTURES SUCH AS SIGN POSTS, TRAFFIC SIGNAL CONTROL BOXES, ETC.
3. SIDEWALK SHALL BE 5FT MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION.
4. MANHOLES SHALL BE SET AT THE BEGINNING OF CURB RADIUS AND NOT WITHIN THE CURB RAMP. MANHOLES SHALL NOT BE PLACED WITHIN THE CURB RAMP OR FLARE.
5. WATER METER BOXES SHALL NOT BE PLACED WITHIN CURB RAMP SURFACES OR FLARES.
6. CURB RAMPS WITH PERPENDICULAR OR DIAGONAL CURB RAMPS SHALL BE PROVIDED WITH A MINIMUM 2' X 2' LANDING AT THE TOP OF THE RAMP. THE LANDING SHALL BE CONSTRUCTED WITHIN THE LIMITS OF THE APPROACH SIDEWALK AND SHALL NOT BE REDUCED BY FIXTURES SUCH AS SIGN POSTS, TRAFFIC SIGNAL CONTROL BOXES, ETC.
7. ADDITIONAL EXCAVATION OR FILL MAY BE REQUIRED BEYOND THE BACK OF CURB TO ACHIEVE THE REQUIRED SLOPES. THE SLOPE OF THE RAMP SHALL NOT EXCEED 8.33% (1:12) AND THE CROSS SLOPE SHALL NOT EXCEED 2%.
8. CURB RAMP SHALL BE CONSTRUCTED WITH A MINIMUM 6" THICK CONCRETE SLAB WITH #3 BARS @ 12" O.C.E.W. OVER 6" COMPACTED SUBGRADE.
9. CURB RAMP SHALL BE CONSTRUCTED WITH A MINIMUM 3000 PSI CONCRETE.
10. CONSTRUCTION JOINTS SHALL BE PLACED AT 6' INTERVALS AND EXPANSION JOINTS SHALL BE PLACED AT 30' INTERVALS.
11. EXISTING CURB RAMPS SHALL BE REMOVED AND REPLACED WHERE THEY DO NOT MEET THE REQUIREMENTS OF THIS DETAIL UNLESS:
   A. EXISTING RAMP SLOPES DO NOT EXCEED 10% AND THE RAMP PROVIDES CURB RAMPS WHERE IT INTERSECTS THE STREET.
   B. EXISTING RAMP SLOPES DO NOT EXCEED 10% AND THE RAMP PROVIDES CURB RAMPS WHERE IT INTERSECTS THE STREET.
12. SEPARATE CURB RAMP AND LANDINGS FROM ADJACENT SIDEWALK AND ANY CURBS WITH EXPANSION JOINT MATERIAL OR BOARD JOINT BY 3/4" UNLESS OTHERWISE DIRECTED BY ENGINEER.
13. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
14. CURB RAMPS SHALL NOT BE PLACED WITHIN DRIVEWAYS OR DRIVEWAY APRONS.
15. CURB RAMPS SHALL BE PLACED SO THAT THEY DO NOT REQUIRE USERS TO TRAVERSE MORE THAN ONE RAMP TO CROSS THE STREET.
16. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.

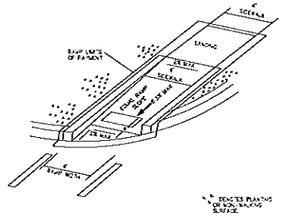
DETECTABLE WARNING DETAILS, PEDESTRIAN FACILITIES GENERAL NOTES



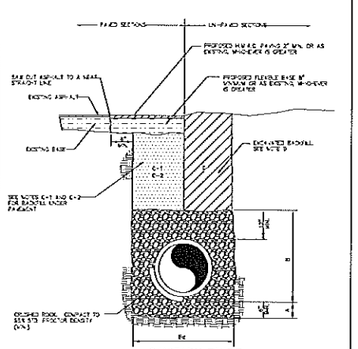
CURB RAMP DETECTABLE WARNING



HANDICAP RAMP, DETAIL TYPE 10



HANDICAP RAMP, DETAIL TYPE 7



SANITARY SEWER (NON-FORCEMAIN) PIPE BEDDING DETAIL

GENERAL NOTES:

A. CRUSHED ROCK BEDDING PLACED, HAND LEVELED, AND COMPACTED BEFORE PIPE IS LAID, UP TO BOTTOM OF PIPE (MIN. THICKNESS = 6").
B. CRUSHED ROCK BACKFILL PLACED AND COMPACTED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO 12" ABOVE THE TOP OF PIPE. WORK IN UNDER PIPE HAUNCHES AND COMPACT BY HAND TO SPRING LINE. USE VIBRATORY-TYPE COMPACTION FOR LIFTS ABOVE THE SPRING LINE. MAXIMUM 8" LIFTS.
B-1 MINIMUM TRENCH WIDTH: PIPE O.D. + 18" (FOR 36" PIPE AND SMALLER) PIPE O.D. + 1.25 x 6" (FOR 42" PIPE AND LARGER).
C-1 CITY STREETS, PAVING AREA, AND ENGINEERED SUBJECT EXCAVATED BACKFILL MECHANICALLY COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 8" MAX. LIFTS.
C-2 STATE MAINTAINED ROADWAY EMBANKMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED TO 95% STANDARD PROCTOR DENSITY.
D. EXCAVATED EARTH BACKFILL MECHANICALLY COMPACTED IN 12" MAX. LIFTS. MINIMUM 95% STANDARD PROCTOR DENSITY. 92% OF MAX. DENSITY WITHIN 2' OF PAVEMENT.

EMBEDMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM D 2321. EMBEDMENT MATERIAL SHALL BE:
CLASS IA (CRUSHED ROCK) OR 1B (CRUSHED ROCK-SAND MIXTURE) WITH LESS THAN 30% PASSING A NO. 4 SIEVE.
MAXIMUM SIZE FOR PIPE SIZE = 15", GREATER THAN 80% OF CRUSHED ROCK SHALL HAVE AT LEAST ONE BROKEN FACE. NO MORE THAN 2% UNDERSIZED FRACTION ALLOWED.

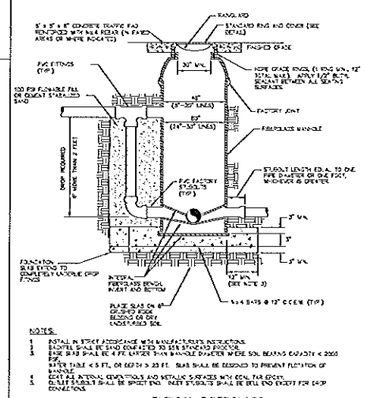
IN INSTANCES OF UNSTABLE SOILS, EMBEDMENT SHALL BE CLASS 1B ONLY. SEE SPECIFICATIONS FOR EXCAVATION REQUIREMENTS.

WHERE THIS STANDARD CONFLICTS WITH THE RECOMMENDATION OF ANY GEOTECHNICAL REPORT, OBTAIN WRITTEN CLARIFICATION FROM THE CITY ENGINEER PRIOR TO CONSTRUCTION.

FOUNDATION PREPARATION USING COBBLES, GRAVEL, CEMENT STABILIZATION, OR OTHER METHODS AS APPROVED BY THE ENGINEER SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 8" MAXIMUM LIFTS. STRUCTURE BACKFILL MATERIAL SHALL BE SAND.

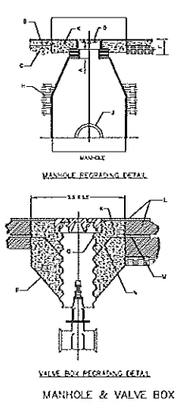
SANITARY SEWER (NON-FORCEMAIN) PIPE BEDDING DETAIL



TYPICAL FIBERGLASS MANHOLE

GENERAL NOTES

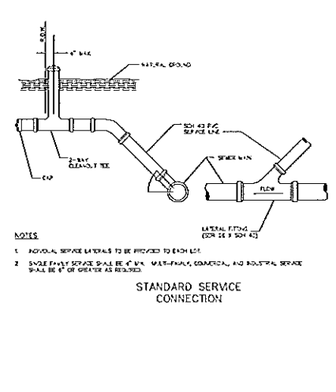
1. ADJUSTMENT TO GRADE OF FRAME AND COVER SHALL BE MADE BY VARYING NUMBER OF HDPE GRADE RINGS DIRECTLY UNDER FRAME. USING A MINIMUM OF ONE RING UP TO A MAXIMUM OF 12 INCHES.
2. ADJUSTMENTS REQUIRING MORE THAN 12 INCHES THE CONE SHALL BE REMOVED & RIRED, HOOT-TO ADJUSTED AND CONE REPLACED.
3. FOR SEWER ADJUSTMENTS WHERE VALVE EXTENSION COLLAR IS INSERT MAY BE USED.
   A. ALL SEATING SURFACES BETWEEN RINGS, RINGS & CONE, FRAME & RING SHALL BE SEALED USING 1/4" BUTYL SEALANT.



MANHOLE & VALVE BOX REGRADING

CONSTRUCTION NOTES:

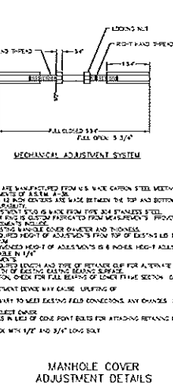
A. NOTE GRADE RINGS, ONE RING MINIMUM, 12" MAX. TOTAL
B. CONCRETE
C. USE A REINFORCED CONCRETE RING 8" X 8" X 8" FULL FLATED RING
D. MANHOLE FRAME & COVER
E. CONCRETE PIPING SECTION
F. PIPE BASE
G. SLOPE/CUT
H. SEWER LINE
I. NEW REBAR AND CEMENT CONCRETE
J. NEW BRICK MATERIAL
K. EXISTING PAVEMENT
L. CUT LINE
M. EXISTING CONCRETE
N. VALVE BOX EXTENSION



NOTES

1. INDIVIDUAL SERVICE LATERALS TO BE PROVIDED TO EACH LOT.
2. SINGLE FAMILY SERVICE SHALL BE 4" MIN. MULTI-FAMILY, COMMERCIAL, AND INDUSTRIAL SERVICE SHALL BE 6" OR GREATER AS REQUIRED.

STANDARD SERVICE CONNECTION



MECHANICAL ADJUSTMENT SYSTEM

NOTES:

1. ALL COMPONENTS ARE MANUFACTURED FROM MILD STEEL MEETING OR EXCEEDING THE MINIMUM REQUIREMENTS OF ASTM A 36.
2. 4 BOLT SLOTS ON 12 INCH CENTERS ARE MADE BETWEEN THE TOP AND BOTTOM LUGS FOR SUPERIOR STRENGTH AND DURABILITY.
3. MECHANICAL ADJUSTMENT STUD IS MADE FROM FIVE INCH STAINLESS STEEL.
4. EACH ADJUSTMENT KIT IS CUSTOM FABRICATED FROM MEASUREMENTS PROVIDED WITH EACH ORDER. REQUIRED MEASUREMENTS ARE:
   A. EXISTING MANHOLE COVER DIAMETER AND THICKNESS.
   B. RECESS HEIGHT OF ADJUSTMENTS FROM TOP OF EXISTING LUG TO FINISHED ELEVATION.
   C. CUSTOM
   D. ESTIMATED HEIGHT OF ADJUSTMENTS IS 6 INCHES. HEIGHT ADJUSTMENTS ARE AVAILABLE IN 1/2" INCREMENTS.
   E. NUMBER OF SECTIONS AND PIPE OF BETWEEN GIVE FOR ALTERNATE RETAINING CLIP ONLY.
   F. TYPE OF EXISTING PAVING AND PIPE OF BETWEEN GIVE FOR ALTERNATE RETAINING CLIP ONLY.
   G. TYPE OF EXISTING PAVING BELOW SURFACE.
5. DURING INSTALLATION, CHECK FOR FULL BEARING OF COVER FRAME SECTION ON EXISTING EXISTING FRAME.
6. INSTALL ADJUSTMENT DEVICE WITH CAUSE UPLIFTING OF PAVEMENT.
7. DIMENSIONS MAY VARY TO MEET EXISTING FIELD CONDITIONS. ANY CHANGES IN DIMENSIONS SHOULD BE APPROVED BY PROJECT OWNER.
8. PAVEMENT SHOULD BE CUT AT LEAST 6 INCHES FROM EXISTING CURB.
9. ANY DEVIATIONS FROM THESE NOTES MUST BE APPROVED BY CITY ENGINEER.

MANHOLE COVER ADJUSTMENT DETAILS

GENERAL NOTES



MANHOLE & VALVE BOX REGRADING



NOTES

1. INDIVIDUAL SERVICE LATERALS TO BE PROVIDED TO EACH LOT.
2. SINGLE FAMILY SERVICE SHALL BE 4" MIN. MULTI-FAMILY, COMMERCIAL, AND INDUSTRIAL SERVICE SHALL BE 6" OR GREATER AS REQUIRED.

STANDARD SERVICE CONNECTION

PROJECT NAME: LAS PALMAS INDUSTRIAL PARK

ADDRESS: HIDALGO COUNTY, TEXAS

CLIENT INFORMATION: LAS PALMAS INDUSTRIAL PARK

MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499
4037 W. EXP. 83, SUITE 150
MCALLEN, TEXAS. 78501
PH. (956) 537-1311
E-MAIL: MSALINAS6973@ATT.NET

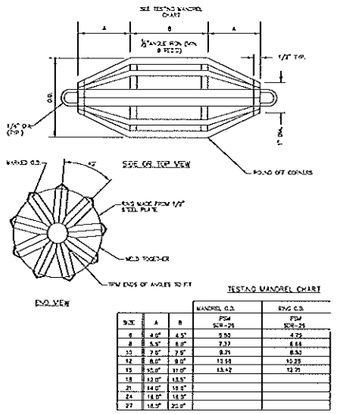
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REVISION:	BY:	APPROVED BY:
1	AV	MAS

DATE PREPARED: 10-01-2015

PROJECT No.

SHEET No. C-7



TESTING MANDREL CHART				
		MANDREL O.D.	RING O.D.	
SIZE	A	B	PSM SCH-26	PSM SCH-26
6	6.6"	6.5"	5.90	6.29
8	8.5"	8.6"	7.37	8.66
10	8.5"	7.5"	8.71	8.50
12	8.6"	8.0"	10.58	10.25
15	10.0"	11.0"	13.42	12.75
18	12.0"	13.5"		
21	14.0"	13.5"		
24	16.0"	14.5"		
27	18.0"	21.0"		

GO NO-GO DEFLECTION TESTING MANDREL DETAIL

NOTES:

1. THE EXACT LOCATION OF THE EXISTING UTILITIES IS UNKNOWN. UTILITIES SHOULD BE LOCATED 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION, BY NOTIFYING THE UTILITY COMPANIES.
2. THE CONTRACTOR MAY PROCEED WITH CONSTRUCTION AFTER NOTIFICATIONS AND TAKING THE NECESSARY PRECAUTIONS AND IN ACCORDANCE WITH THE FOLLOWING DIAGRAM.
3. FIELD CONDITIONS MAY VARY, IN WHICH CASE IT WILL BE NECESSARY FOR THE PROJECT INSPECTOR TO DETERMINE ALIGNMENT OF UTILITY LINES.



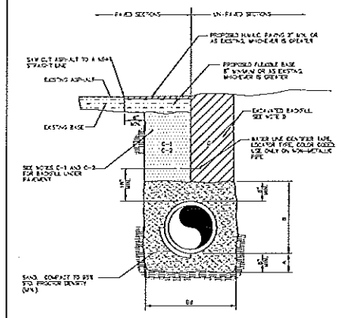
GUIDE OF UTILITY INSTALLATION	TYPICAL EXPOSING TO TOP UTILITY LINES BELOW STREET OR STREET GRADE
SANITARY SEWER	VARIABLE
WATER	24"-36"
GAS	18"-24"
ELECTRICAL	18"-24"
TELEPHONE	18"-24"
T.V.	

UTILITY SEPARATION

NOTES:

1. CONTRACTOR TO CONTACT ALL UTILITIES COMPANIES IN THE AREA FOR FIELD VERIFICATION OF EXISTING FACILITIES BEFORE BEGINNING SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:
   - CENTRAL POWER & LIGHT CO. 825-3141-2011
   - SOUTHERN UNION GAS CO. 825-740-3545
   - AT&T 800-268-2822
   - VALLEY TELEPHONE CO. 956-565-7730
   - TEXAS UTILITIES CO. 972-401-2553
   - RAILROAD COMMISSION OF TEXAS (GAS UTILITY SAFETY SYSTEM) 800-891-6027
2. CONTRACTOR TO EXPOSE ANY EXISTING FACILITY THAT MAY BE IN CONFLICT PRIOR TO START OF CONSTRUCTION.
3. ALL EXISTING CITY UTILITIES (WATER/SEWER) SHOWN ARE FROM BEST INFORMATION AVAILABLE. HOWEVER THE ENGINEER AND THE CITY IS RESPONSIBLE FOR THE ACCURACY OF LOCATION.
4. CONTRACTOR SHALL AT ALL TIMES ALLOW ACCESS TO EXISTING DRIVEWAYS OR PROVIDE/MAINTAIN ALTERNATIVE ALL WEATHER ACCESS.
5. ALL TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
6. TRENCHES OR EXCAVATIONS MAY NOT BE LEFT OPEN OVERNIGHT UNLESS AUTHORIZED IN WRITING BY THE ENGINEERING DEPARTMENT. IN SUCH CASES, THE CONTRACTOR MUST PROVIDE 1/2" STEEL PLATES TO COVER PLATES WITH ANCHORING AS PER SPECIFICATIONS TO BE PROVIDED BY THE CITY OF MCALLEN.
7. ANY DAMAGE TO FENCES, WALLS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
8. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ALL EXCAVATED MATERIAL AND DEBRIS FROM THE SITE AT NO ADDITIONAL EXPENSE TO THE OWNER.
9. THE CONTRACTOR IS RESPONSIBLE FOR SCHEDULING CONSTRUCTION MATERIALS TESTING THROUGH THE CITY'S DESIGNATED FIELD REPRESENTATIVE 24 HOURS PRIOR TO TESTING. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING ALLOWING ADEQUATE TIME FOR TESTING AGENCY TO PERFORM TESTS ACCORDING TO TESTING SCHEDULE AND AVOID ANY DELAYS IN THE TESTS.

WATER UTILITIES GENERAL NOTES



NOTES:

4. SAND BEDDING PLACED, HAND LEVELED, AND COMPACTED BEFORE PIPE IS LAID, UP TO BOTTOM OF PIPE (MIN. THICKNESS = 6").
5. SAND BACKFILL PLACED AND COMPACTED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO 6" ABOVE THE TOP OF PIPE. WORK IN UNDER PIPE HAUNCHES AND COMPACT BY HAND. COMPACT IN LIFTS NOT TO EXCEED 6" THICKNESS. FOR LIFTS ABOVE THE SPRING LINE, MAXIMUM 8" LIFTS.
6A MINIMUM TRENCH WIDTH: PIPE O.D. + 16" (FOR 16" PIPE AND SMALLER) OR PIPE O.D. X 1.25 + 16" (FOR 18" PIPE AND LARGER).
C-1 CITY STREETS, PARKING AREA, AND DRIVEWAYS: SELECT EXCAVATED BACKFILL MECHANICALLY COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 8" MAX LIFTS.
C-2 STATE MAINTAINED ROADWAYS: SAND/GRAVEL STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED TO 95% STANDARD PROCTOR DENSITY.
D EXCAVATED EARTH BACKFILL MECHANICALLY COMPACTED IN 12" MAX LIFTS. MINIMUM STANDARD PROCTOR DENSITY: 95% IN "SIDE ROAD" OR 98% IN "MAIN ROAD" RIGHT-OF-WAY.

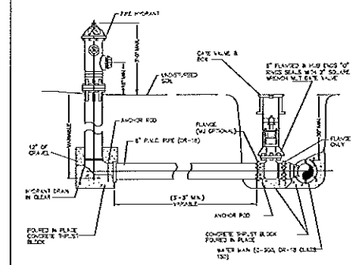
EMBEDMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM D 2321. EMBEDMENT MATERIAL SHALL BE CLASS I OR II WITH < 30% PASSING #4 SIEVE AND PLASTICITY INDEX < 6.

WHERE THIS STANDARD CONFLICTS WITH THE RECOMMENDATION OF ANY GEOTECHNICAL REPORT, OR AN EARTH EXCAVATION FROM THE CITY'S ENGINEER PRIOR TO CONSTRUCTION.

FOUNDATION PREPARATION USING CRUSHED GRAVEL, CEMENT STABILIZATION, OR OTHER METHODS AS DIRECTED BY THE ENGINEER SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

EXISTING OR STRUCTURES SHALL BE PLACED IN UNIFORM LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 8" MAXIMUM LIFTS. STRUCTURE BACKFILL MATERIAL SHALL BE SAND

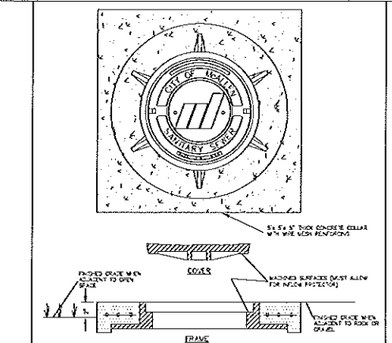
WATER LINE AND SEWER FORCEMAIN BEDDING DETAIL SHEET 1 OF 2



NOTES:

1. FIRE HYDRANT ELEVATIONS WILL BE SET BY THE ENGINEER.
2. FLANGE MUST BE AT FINISHED GRADE OR UP TO 12" ABOVE & FLANGE MUST BE AT FINISHED GRADE OR 2" TO 12" ABOVE TOP OF CURB.
3. FLANGED GATE VALVE INSTALLATION TO BE USED WITH 45° WATER LINES OR OTHER.
4. USE TEES TO BE USED WITH 12" WATER LINE OR GREATER 8X8" TEES TO BE USED WITH 6" OR SMALLER DIA. PIPES.
5. ADDITIONAL HYDRANT BRANDS ARE MUELLER, AMERICAN DARLING AND KENNEDY.

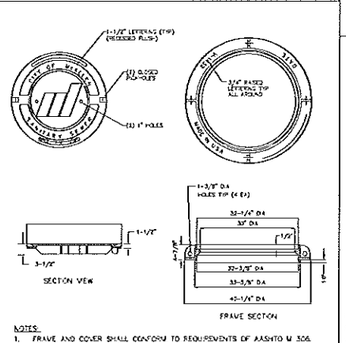
TYPICAL FIRE HYDRANT INSTALLATION



NOTES:

1. COLLAR IS REQUIRED ONLY WHEN THE SLAB IS 0.7' OF FINISHED GRADE.
2. EXISTING FRAME AND GRADE RING SHALL BE USED.
3. 6 STEEL ADJUSTING RINGS, APPROVED FOR ADJUSTING RINGS OR ADDITIONAL BRICKS MAY BE USED TO ELEVATE EXISTING MANHOLE COVERS TO REQUIRED GRADE (MAX. 4" HEIGHT).
4. COVER SHALL BE FLUSH WITH THE FRAME WITH THE ALLOW PROTECTOR INSERTED.

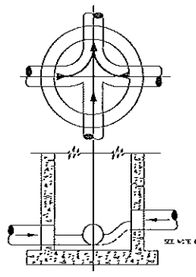
CONCRETE COLLAR FOR SANITARY SEWER MANHOLES



NOTES:

1. FRAME AND COVER SHALL CONFORM TO REQUIREMENTS OF AASHTO M 306.
2. FRAME AND COVER SHALL BE PROOF-LOAD TESTED TO 24,000 LBS.
3. FRAME SHALL BE GRAY CAST IRON CONFORMING TO AASHTO M 105 CLASS 35B OR ASTM A48 CLASS 35B.
4. COVER SHALL BE DUCTILE IRON CONFORMING TO ASTM A536 GRADE 80-55-06.

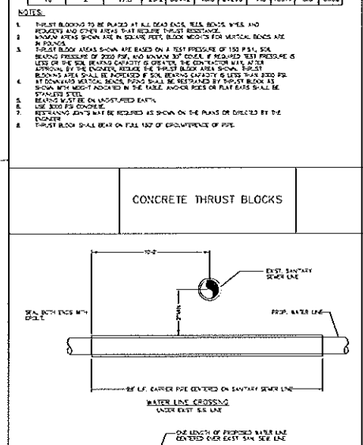
SANITARY SEWER MANHOLE STANDARD RING & COVER



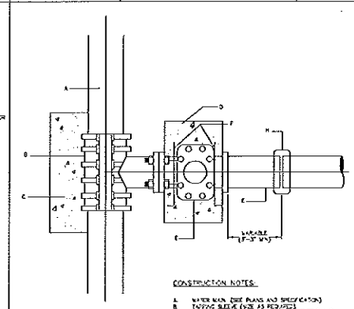
NOTES:

1. ALL INVERT CHANNELS ARE TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO DISTURBANCE.
2. PROPERLY SHAPED SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS TO PROVIDE FOR SMOOTH FLOW.
3. SERVICE LATERALS SHALL NOT ENTER MANHOLES UNLESS SPECIFIED ON PLANS AND THEN MUST BE TRIMMED AS MUCH AS POSSIBLE SO AS NOT TO IMPEDE FLOW CHANNEL.
4. SUFFICIENT HEADROOM AND WORKING SPACE SHALL BE PROVIDED. FLOW CHANNEL IS REQUIRED.
5. SIDEWALLS OF FLOW CHANNEL SHALL BE STRAIGHT WALL OF PIPE HEIGHT AT ALL POINTS.
6. NO KNOCK DROP LARGER THAN 6" SHALL BE ALLOWED WHEN THERE ARE MORE THAN 2 INVERTS OR WYES.
7. THERE IS A CHANGE OF DIRECTION OF FLOW GREATER THAN 45 DEGREES.
8. THE FIELD APPLIED CORROSION BARRIER SYSTEM SHALL BE INSTALLED AFTER INVERT CHANNEL CONSTRUCTION. THE CORROSION BARRIER SHALL NOT BE APPLIED TO THE FLOW CHANNEL.

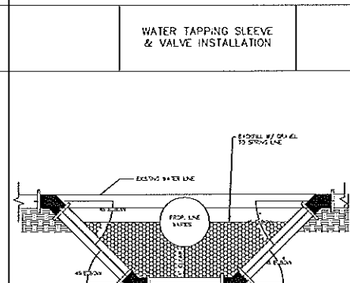
SANITARY SEWER MANHOLE INVERT DETAIL



WATER LINE CROSSING DETAIL



WATER LINE ADJUSTMENT DETAIL

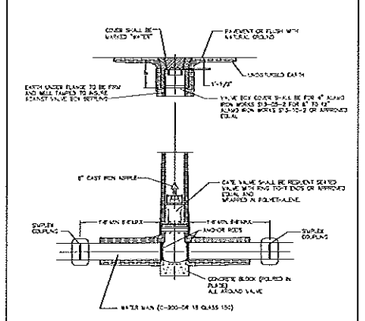


NOTE:

ALL BENDS AND JOINTS MUST BE SUPPORTED BY A CONC. THRUST BLOCK, APPROVED SOIL OR AS DIRECTED BY ENGINEER

WATER LINE ADJUSTMENT DETAIL

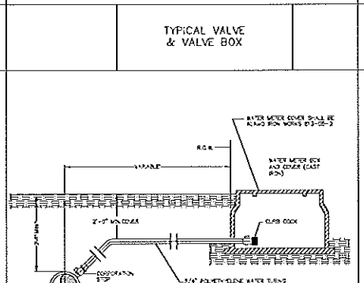
WATER LINE AND SEWER FORCEMAIN BEDDING DETAIL SHEET 2 OF 2



NOTES:

1. DAST IRON BOOT TO BE USED IN HEAVY TRAFFIC AREAS (CONCRETE BLOCK POURED IN PLACE)

TYPICAL VALVE & VALVE BOX



CONSTRUCTION NOTES:

A. WATER VALVE COVER
B. CURB STOP
C. METER BOX & METER ASSEMBLY
D. WATER TUBING SERVICE LINE
E. CORPORATION STOP
F. WATER MAIN

TYPICAL SERVICE CONNECTION WITH METER BOX

NOTES:

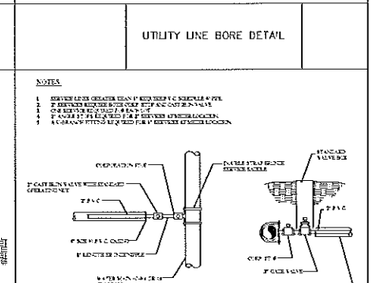
1. ALL SERVICE CONNECTIONS NEED TO HAVE A MIN. 5'-0" COVER FROM FINISHED GRADE.
2. WATER METER COVER SHALL BE ALIGNED IRON WORKS 03-05-3.
3. ALL WATER MAINS HAVE 36 INCHES OF COVER FROM FINISHED GRADE.
4. METER BOXES SHALL BE CAST IRON.
5. ALL SERVICES TO BE 3/4" DIA. OR 1" DIA.
6. 3/4" GATE VALVE ONLY REQUIRED FOR 3/4" SERVICE
7. POLYETHYLENE TUBING ACCEPTABLE FOR LINE SIZES
   - 1" OR LESS, SCHEDULE 40 PVC REQUIRED FOR LINE SIZES GREATER THAN 1".

BORING INSTALLATION		
CARRIER PIPE SIZE	PIPE CASING SIZE	MIN. WALL THICKNESS
6"	12"	0.219"
8"	16"	0.312"
10"	18"	0.312"
12"	24"	0.375"
14", 16"	30"	0.375"
18"	36"	0.375"
20"	36"	0.500"
24"	36"	0.562"
30"	42"	0.625"

GENERAL NOTES:

1. ALL STEEL CASING SHALL BE WELDED.
2. STEEL CASING SHALL BE CLOSED AT EACH END USING CASTING RUBBER END SEALS.
3. CASING SPACERS SHALL BE USED TO INSTALL THE CARRIER PIPE INSIDE THE ENCASEMENT PIPE. CASING SPACERS SHALL BE PLACED TO FIT ON THE CARRIER PIPE TO PREVENT MOVEMENT ON THE PIPE DURING INSTALLATION. CASING SPACERS SHALL BE DOUBLED ON EACH END OF THE ENCASEMENT.
4. PROJECTION TYPE CASING SPACERS SHALL BE CONSTRUCTED OF HIGH DENSITY POLYETHYLENE.
5. INSTALLATION AND SIZE OF SPACERS SHALL BE PER MANUFACTURERS RECOMMENDATIONS.

UTILITY LINE BORE DETAIL



TYPICAL SERVICE CONNECTION (STREET CROSSING)

MAS ENGINEERING LLC.
CONSULTING & TESTING ENGINEERING
FIRM NO. F-15499
4037 W. EXP. 83, SUITE 150
MCALLEN, TEXAS. 78501
PH. (956) 537-1311
E-MAIL: MSALINAS6973@ATT.NET

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PROJECT NAME: LAS PALMAS INDUSTRIAL PARK

ADDRESS: HIDALGO COUNTY, TEXAS

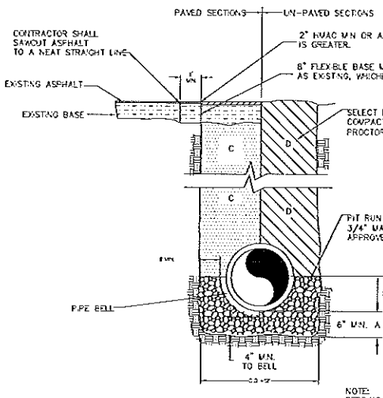
CLIENT INFORMATION: LAS PALMAS INDUSTRIAL PARK

REVISION:	BY:	APPROVED BY:
1	AV	MAS

DATE PREPARED: 10-01-2015

PROJECT No.

SHEET No. C-8



A. GRAVEL BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE (MIN. THICKNESS=6") PIT RUN GRAVEL 3/4" MAX SIZE.

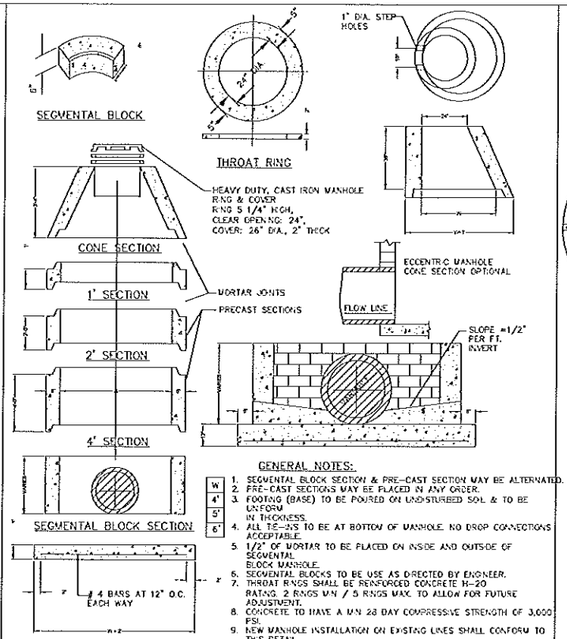
B. GRAVEL PLACED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO THE SPRING LINE. PIT RUN GRAVEL 3/4" MAX. SIZE OR APPROVED SUBSTITUTE.

C. CITY STREETS PARKING AREA, DRIVEWAYS: SELECT EXCAVATED BACK FILL COMPACTED 95% STD, 8" LIFTS, MECHANICAL COMPACTION.

D. STATE MAINTAINED ROADWAYS: COMPACTED SAND/CEMENT STABILIZED BACK FILL 7% PORTLAND CEVENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

E. SELECT EARTH BACKFILL COMPACTED TO 95% STD. PROCTOR DENSITY (12" LIFTS, 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% STD. PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698).
THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8". STRUCTURE BACK FILL MATERIAL SHALL BE SAND, EXCAVATED MATERIAL, OR OTHER APPROVED SUBSTITUTE.

	TYPICAL STORM SEWER PIPE BEDDING DETAIL	DETAIL 101 02/2009



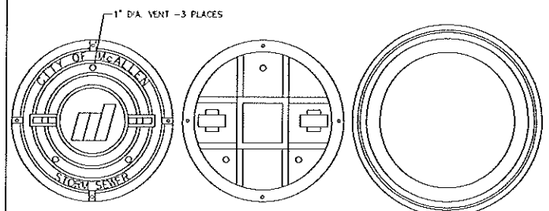
W
4'
5'
6'

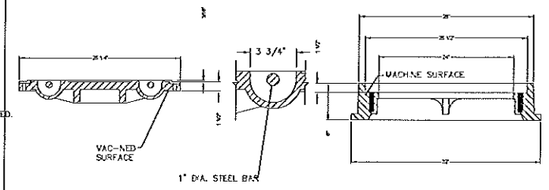
GENERAL NOTES:

1. SEGMENTAL BLOCK SECTION & PRE-CAST SECTION MAY BE ALTERNATED.
2. PRE-CAST SECTIONS MAY BE PLACED IN ANY ORDER.
3. FOOTING (BASE) TO BE POURED ON UNDISTURBED SOIL & TO BE UNIFORM IN THICKNESS.
4. ALL TS-NS TO BE AT BOTTOM OF MANHOLE. NO DROP CONNECTIONS ACCEPTABLE.
5. 1/2" OF MORTAR TO BE PLACED ON INSIDE AND OUTSIDE OF SEGMENTAL BLOCK MANHOLE.
6. SEGMENTAL BLOCKS TO BE USE AS DIRECTED BY ENGINEER.
7. THROAT RINGS SHALL BE REINFORCED CONCRETE H-20 RATING. 2 RINGS MIN / 5 RINGS MAX. TO ALLOW FOR FUTURE ADJUSTMENT.
8. CONCRETE TO HAVE A MIN 28 DAY COMPRESSIVE STRENGTH OF 3,000 PSI.
9. NEW MANHOLE INSTALLATION ON EXISTING LINES SHALL CONFORM TO THIS DETAIL.
10. GRAVEL BEDDING IS REQUIRED IF UNSTABLE SOIL OR GROUNDWATER IS FOUND.
11. MAXIMUM PIPE DIAMETER AND ENT/ENTERANCE ANGLES ALLOWED ON MANHOLES IS SUBJECT TO REVIEW AND APPROVAL BY CITY ENGINEER.
12. BACKFILL SHALL BE SAND COMPACTED TO 95% STANDARD PROCTOR.

	TYPICAL CONCRETE STORM MANHOLE	DETAIL 102 02/2009

WATER TIGHT COVER AND RING FOR CITY OF McALLEN

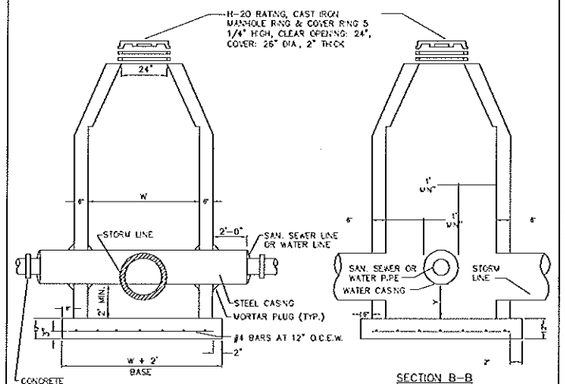




LOAD RATING: H 20 RATING
MATERIAL: GRAY IRON
ASTM A48 CL35

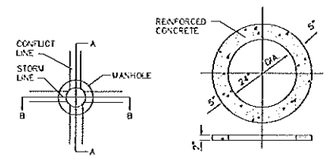
	STORM SEWER MANHOLE COVER	DETAIL 103 02/2009

GENERAL NOTES AS PER TYPICAL CONCRETE STORM MANHOLE DETAIL.

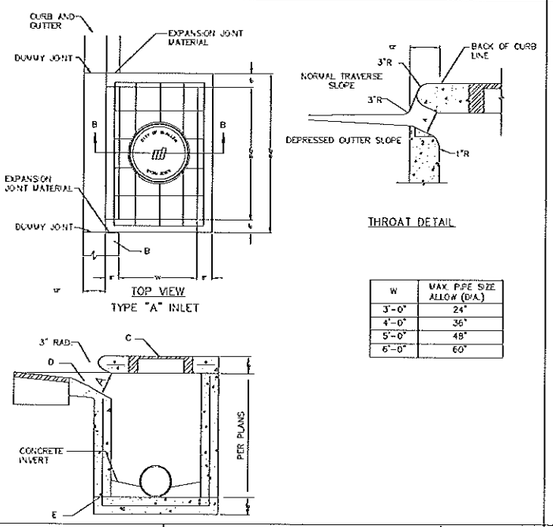


W
4'
5'
6'

STORM PIPE DIAM.	Y
24"	2'
30"	2.5'
36"	3'
42"	3.5'
48"	4'



	TYPICAL CONCRETE STORM CONFLICT MANHOLE	DETAIL 104 02/2009



W	MAX. PIPE SIZE ALLOW (DIA.)
3'-0"	24"
4'-0"	36"
5'-0"	48"
6'-0"	60"

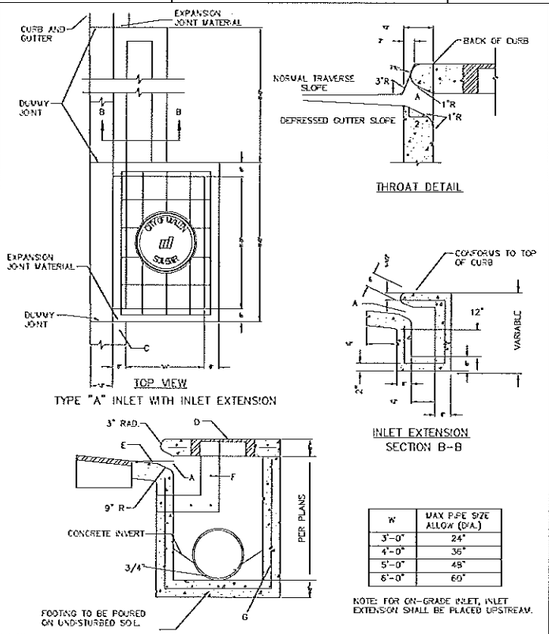
GENERAL NOTES:

1. TRANSITION NORMAL GUTTER TO INLET FLOW SLOPE APPROX. 3".
2. INLETS SHALL BE COMPOSED OF PRE-CAST SECTIONS, CAST IN PLACE OR A COMBINATION OF BOTH.
3. 6" GRAVEL BEDDING IS REQUIRED IF UNSTABLE SOIL OR GROUND WATER IS FOUND.
4. BACKFILL SHALL BE SAND COMPACTED TO 95% STANDARD PROCTOR.

CONSTRUCTION NOTES:

A. 5" CLEAR OPENINGS.
B. CURB & GUTTER SECTION
C. C.I. MANHOLE RING & COVER SHALL BE ALAMO 660-22 OR EQUAL 20, 3/8"
D. DEPRESS 2" BELOW NORMAL GUTTER.
E. ALL REINFORCING NO. 4 BARS 12" O.C.E.W.

	TYPE 'A' INLET SHEET 1 OF 2	DETAIL 105.1 02/2009



W	MAX PIPE SIZE ALLOW (DIA.)
3'-0"	24"
4'-0"	36"
5'-0"	48"
6'-0"	60"

NOTE: FOR ON-GRADE INLET, INLET EXTENSION SHALL BE PLACED UPSTREAM.

GENERAL NOTES:

1. SLOPE BOTTOM OF INLET EXTENSION 1/2" PER FOOT TOWARD INLET.
2. EXTENSION TO INLET TO BE MADE IN INCREMENTS OF 3'-0" OR 6'-0" ONLY.
3. INLET EXTENSION MUST BE APPROVED BY CITY ENGINEERING PRIOR TO CONSTRUCTION.
4. TRANSITION NORMAL GUTTER TO INLET FLOW SLOPE APPROX. 3".
5. INLETS SHALL BE COMPOSED OF PRE-CAST SECTIONS, CAST IN PLACE OR A COMBINATION OF BOTH.
6. 6" GRAVEL BEDDING IS REQUIRED IF UNSTABLE SOIL OR GROUND WATER IS FOUND.
7. BACKFILL SHALL BE SAND COMPACTED TO 95% STANDARD PROCTOR.

CONSTRUCTION NOTES:

A. 5" CLEAR OPENINGS.
B. 6" X 6" CONCRETE SUPPORT USED WHEN EXTENSION BOX CALLED FOR.
C. REGULAR CURB & GUTTER SECTION.
D. C.I. MANHOLE RING & COVER SHALL BE ALAMO 660-22 OR EQUAL 20, 3/8"
E. DEPRESS 2" BELOW NORMAL GUTTER.
F. DOWEL BARS, IF NOT PRE-CAST
G. ALL REINFORCING NO. 4 BARS 12" O.C.E.W.

	TYPE 'A' INLET SHEET 2 OF 2	DETAIL 105.2 02/2009

	TYPE "A" INLET WITH EXTENSION SHEET 1 OF 2	DETAIL 106.1 02/2009

	TYPE "A" INLET WITH EXTENSION SHEET 2 OF 2	DETAIL 106.2 02/2009

PROJECT NAME: LAS PALMAS INDUSTRIAL PARK

ADDRESS: HIDALGO COUNTY, TEXAS

CLIENT INFORMATION: LAS PALMAS INDUSTRIAL PARK

MAS ENGINEERING LLC
CONSULTING ENGINEERING
FIRM NO. F-15499
4037 W. EXP. 83, SUITE 150
MCALLEN, TEXAS, 78501
PH. (956) 537-1311
E-MAIL: MSALINAS6973@ATT.NET

THIS IS THE PROPERTY OF THE PROFESSIONAL ENGINEER WHOSE SEAL APPEARS ON THIS DRAWING AND IT IS UNLAWFUL TO REUSE THIS DRAWING ON ANY OTHER PROJECT, OR TO COPY, TRACE OR IN ANY OTHER WAY, REPRODUCE ANY OR ALL PARTS OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

STATE OF TEXAS
MARIO A. SALINAS
96611
LICENSED PROFESSIONAL ENGINEER

REVISION:	BY:	APPROVED BY:
1	AV	MAS

DATE PREPARED: 10-01-2015

PROJECT No.

SHEET No. C-9

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: 2-02-2016

PROPOSED **REPLAT OF LOT 2 VISTA BONITA NO. 10** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **JOSE I. QUIROGA (HQ INVESTMENTS GROUP)**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST FRONTING SUNRISE LANE (VISTA BONITA NO.10) APPROXIMATELY 600 FEET EAST OF CESAR CHAVEZ ROAD, NORTH OF F.M. 2812.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **EDINBURG** *and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **3-10-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X"** AS PER FEMA.

DRAINAGE DESIGN: **WILL BE REGARDING EXISTING DRAINAGE SWALES ON PROPERTY.**

DISTANCE TO A DRAIN DITCH: **½ MILE WEST OF DEVELOPMENT.**

ROAD R.O.W. DEDICATION: **NO ADDITION R.O.W. DEDICATION NEEDED.**

H.C.R.O.W. FINAL APPROVAL DATE: **5-20-2015** By, **JOSE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **6-12-2015** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF AND HAVE BEEN INSTALLED AND INSPECTED BY THE HEALTH DEPARTMENT.

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **6"** LOCATION: **EAST SIDE OF SUNRISE STREET.**

H.C.O.E.C. FINAL APPROVAL DATE: **6-12-2015** : 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

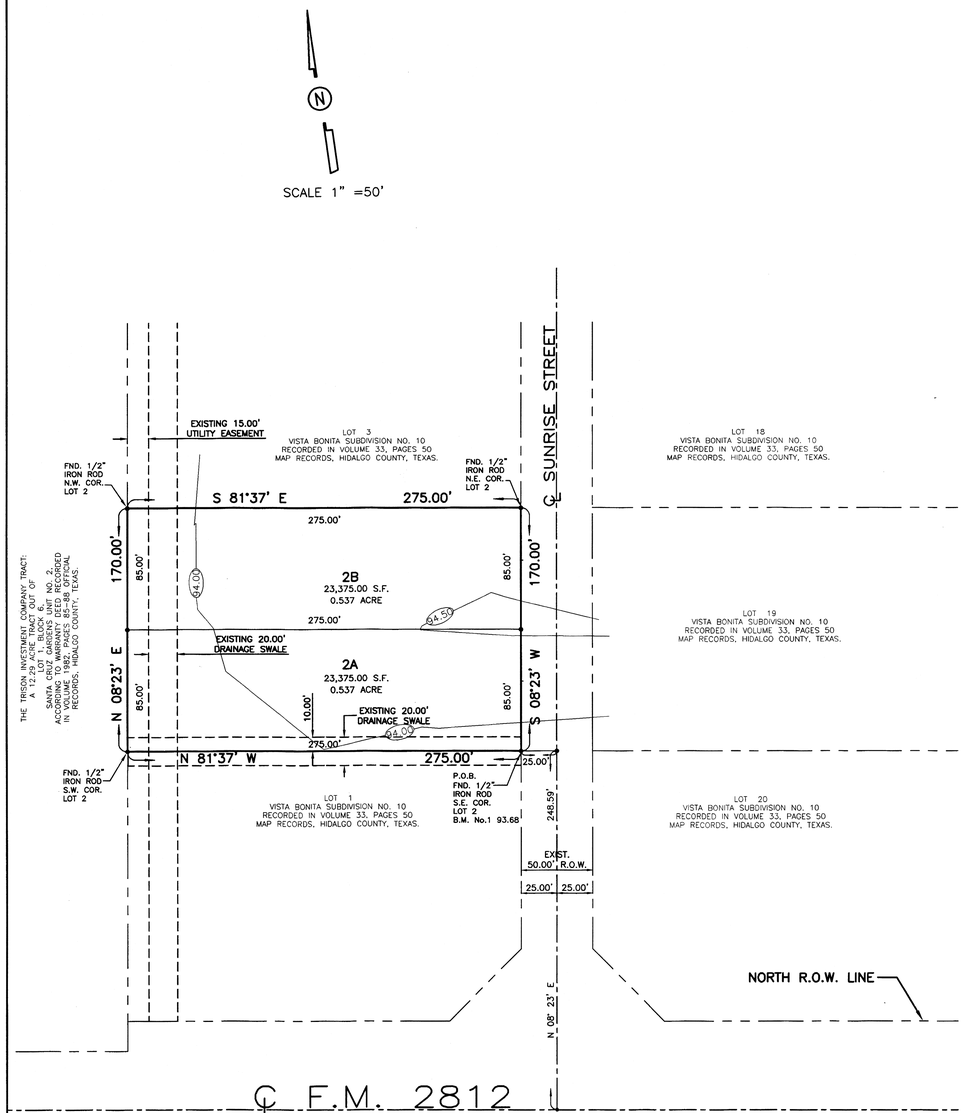
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **JUNE 23, 2015**

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*

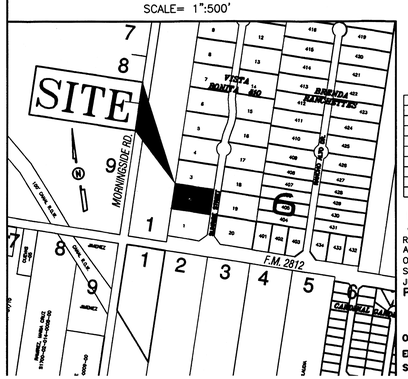
This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



LOCATION MAP

SCALE= 1":500'



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

REPLAT OF LOT 2 VISTA BONITA SUBDIVISION No. 10 IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE WEST SIDE OF SUNRISE STREET APROXIMATELY 248.59 FEET NORTH OF FM 2812 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), REPLAT OF LOT 2 VISTA BONITA SUBDIVISION No 10 LIES APPROXIMATELY 0.06 OF A MILE FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S 3½-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: JOSE I. QUIROGA, MEMBER OF HQ INVESTMENT GROUP, LLC	319 QUARTZ STREET	EDINBURG, TX 78539	(956)212-1600	
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAN.
COMMUNITY–PANEL NUMBER 480334 0325 D – JUNE 6, 2000
REVISED TO REFLECT LOMR MAY 17, 2001

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– SETBACKS:
FRONT: 25.00 FEET
REAR: 35.00 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 LOT 2A AND LOT 2B. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1– ELEV=93.68, 1/2" IRON ROD ON THE SOUTHEAST CORNER OF THIS TRACT

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 1.536.00 CUBIC –FEET 0.04 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 2 .

7.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALES.

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
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 INDMDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

12.– LEGEND ● – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

13.– **BY: JOSE I. QUIROGA,**
MEMBER OF HQ INVESTMENT GROUP, LLC, THE OWNER & SUBDIVIDER OF **REPLAT OF LOT 2, VISTA BONITA SUBDIVISION No. 10** 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.

14.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

15.– 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

16.– THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOW ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THE PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDMISION

17.– 100% OF PARKLAND FEE ($600.00) PER LOT HAS BEEN PAID BY DEVELOPER FOR LOTS 2A AND 2B. (1,200.00 TOTAL PAID)

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; MAYOR'S CERTIFICATE, ADMINISTRATOR'S CERTIFICATE, PLANNING & ZONING CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

MINOR PLAT OF:

REPLAT OF LOT 2 VISTA BONITA SUBDIVISION No. 10

A 1.07 ACRE TRACT OF LAND BEING ALL OF LOT 2, VISTA BONITA SUBDIVISION No. 10, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 33, PAGE 50, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2583021, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 1.07 ACRE TRACT OF LAND BEING ALL OF LOT 2, VISTA BONITA SUBDIVISION No.10, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 33, PAGE 50, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2583021, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND ON THE WEST RIGHT OF WAY LINE OF SUNRISE STREET FOR THE SOUTHEAST CORNER OF LOT 2 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°37' W, ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 275.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 2 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°23' E, ALONG THE WEST LINE OF LOT 2, A DISTANCE OF 170.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 2 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°37' E, ALONG THE NORTH LINE LOT 2, A DISTANCE OF 275.00 FEET TO A 1/2" IRON ROD FOUND ON THE WEST RIGHT OF WAY LINE OF SUNRISE STREET FOR THE NORTHEAST CORNER OF LOT 2 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°23' W, ALONG THE EAST LINE OF LOT 2 AND THE WEST RIGHT OF WAY OF SUNRISE STREET, A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.07 ACRES OF LAND MORE OE LESS.

BEARINGS ARE IN ACCORDANCE WITH VISTA BONITA SUBDIVISION NO. 10, RECORDED IN VOLUME 33, PAGE 50, 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 03 DAY OF MARCH 2015.

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

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 $ 6,530.00

SEWAGE FACILITIES: OSSF'S ARE ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $3,000.00 FOR THE SUBDIVISION.

DATED THIS THE 9TH DAY OF OCTOBER 2015

P.E.

LICENCED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JOSE I. QUIROGA, MEMBER OF HQ INVESTMENT GROUP, LLC., AS OWNER OF THE 1.07 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED **REPLAT OF LOT 2, VISTA BONITA SUBDIVISION No. 10,** 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.

HQ INVESTMENT GROUP, LLC
JOSE I. QUIROGA, MEMBER
319 QUARTZ STREET
EDINBURG, TEXAS 78539

10/13/15
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared **JOSE I. QUIROGA, MEMBER OF HQ INVESTMENT GROUP, LLC**
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 October, 2015.

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 **REPLAT OF LOT 2, VISTA BONITA SUBDIVISION No. 10** 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 **REPLAT OF LOT 2, VISTA BONITA SUBDIVISION No. 10** 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

CITY OF EDINBURG
MAYOR 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

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **REPLAT OF LOT 2, VISTA BONITA SUBDIVISION No. 10** 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

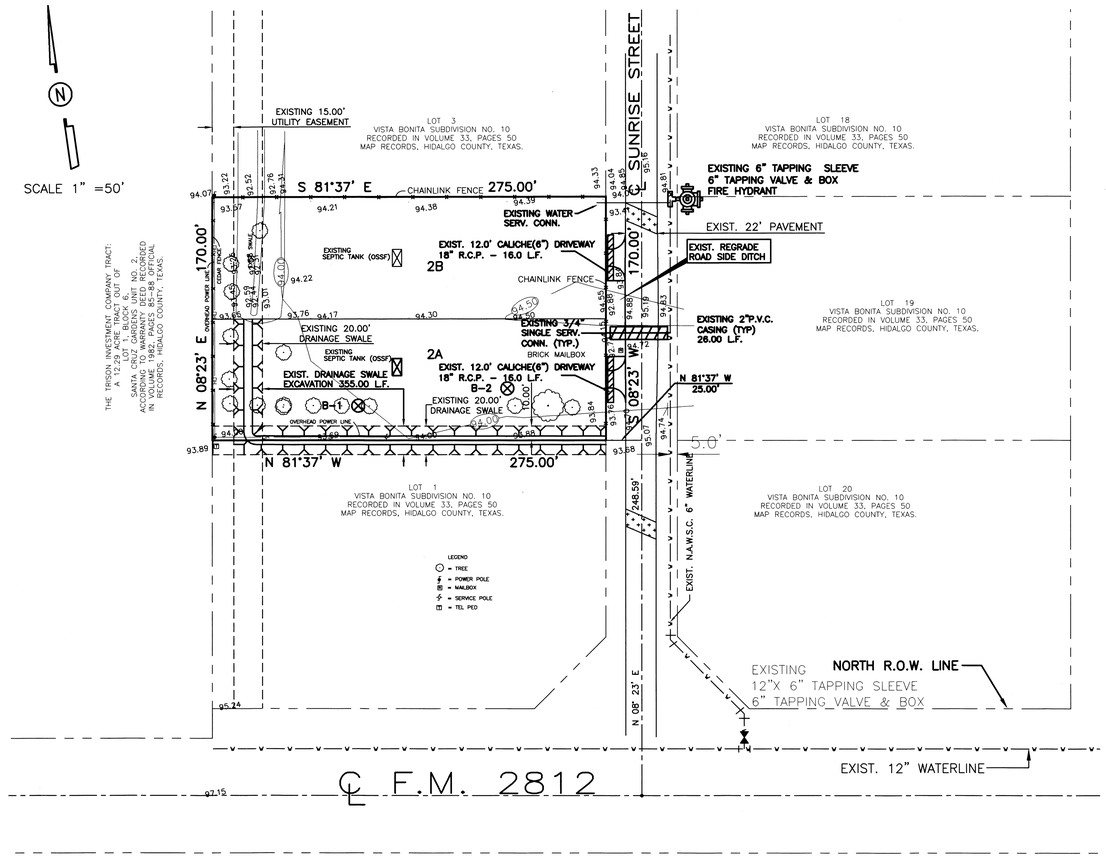
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 1 OF 2 SHEETS

F:\DATA\SUBDIVISION\EDINBURG\REPLAT OF LOT 2 VISTA BONITA SUBD. No 10

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
03/03/2015	JULIUS CHAVEZ		
DATE REVISED		CHECKED BY	APPROVED BY
Oct 06, 2015			

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE
MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA



SUBDIVISION PLAT OF:

REPLAT OF LOT 2 VISTA BONITA SUBDIVISION No 10

A 1.07 ACRE TRACT OF LAND BEING ALL OF LOT 2, VISTA BONITA SUBDIVISION No.10, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 33, PAGE 50, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2583021, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT
FOR
REPLAT OF LOT 2 VISTA BONITA No. 10

Replat of Lot 2 Vista Bonita No. 10 is a 1.07 acre tract of land being all of Lot 2, Vista Bonita Subdivision No. 10, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 33, Page 50, map records, Hidalgo County, Texas, and According to Special Warranty Deed recorded in County Clerk's Document Number 2583021, official records, Hidalgo County, Texas. This subdivision is located on the west side of Sunrise Street approximately 249 feet north of F.M. 2812. The site is vacant. The proposed subdivision will consist of 2 residential lots that will be a minimum of 21,780 square feet each.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0325 D, dated on June 6, 2000 with LOMR dated May 17, 2001.

The soil is fine sandy loam, clay loam, and sandy clay loam. This soil is well drained. Permeability is generally moderate. Plasticity Index has a range of NP–27. 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= 0.75 cubic feet per second based on a 10–year storm.

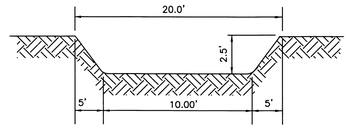
After development the runoff will be Q= 2.55 cubic feet per second for an increase of Q= 1.80 cubic feet per second. Detention will be 1,536.10 cubic feet (0.04 acre feet) or 768.05 cubic feet (0.02 acre feet) per lot and can be obtained in the yards and an existing drainage swale that is 20 feet wide by a varied depth of 1.0 to 1.5 feet

CERTIFICATION:

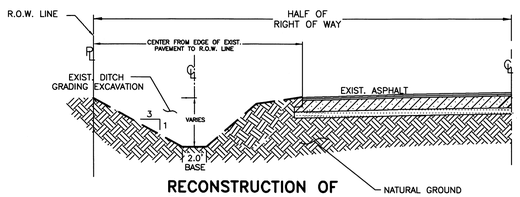
BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100–YEAR FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D REVISED TO REFLECT LOMR–MAY 17, 2001 IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. No. 95534 — 12-16-15 DATE



DRAINAGE SWALE SECTION
LENGTH=355.00 L.F.
NOT TO SCALE



RECONSTRUCTION OF ROAD SIDE DITCH
NOT TO SCALE

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.– I (WE), JOSE I. QUIROGA, MEMBER OF HQ INVESTMENT GROUP, LLC SUBDIVIDERS OF REPLAT OF LOT 2 VISTA BONITA No 10 I HEREBYCERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE WILL BE AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

HQ INVESTMENT GROUP, LLC
JOSE I. QUIROGA, MEMBER
319 QUARTZ STREET
EDINBURG, TEXAS 78539

12-16-15
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared HQ INVESTMENT GROUP, LLC JOSE I. QUIROGA, MEMBER 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 16th day of December, 2015.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

B–1 ⊗ BORINGS ☐ SEPTIC TANK

B–1 ⊗ POZOS ☐ FOSAS SEPTICAS

COST ESTIMATE

WATER DISTRIBUTION:	$ 6,530.00
SEPTIC TANK (OSSF):	$ 1,345.00
DRAINAGE	$ 3,440.00

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS
124 E. STUBBS ST. PHONE 956–381–6480
EDINBURG, TEXAS 78539 FAX 956–381–0527
REGISTRATION NUMBER F–1513 OFFICE@QHAENGINEERING.COM

FINAL ENGINEERING REPORT FOR REPLAT OF LOT 2 VISTA BONITA No 10

WATER SUPPLY: Description, Costs, and Operability date

REPLAT OF LOT 2 VISTA BONITA No 10 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 EAST SIDE OF SUNRISE STREET.

THE WATER SYSTEM FOR REPLAT OF LOT 2, VISTA BONITA No. 10 CONSIST OF AN EXISTING WATER SERVICE CONNECTION TO LOT 2B THAT WAS INSTALLED DURING THE CONSTRUCTION OF VISTA BONITA No. 10 (RECORDED IN VOLUME 33 PAGE 50, HIDALGO COUNTY TEXAS).
A 3/4" SERVICE CONNECTION WITH METER BOX HAS BEEN INSTALLED FOR LOT 2A

THE 3/4" SINGLE SERVICE CONNECTION, FIRE HYDRANT AND METER BOX FOR LOT 2A HAS BEEN INSTALLED AT A COST OF $6,530.00 IN ADDITION, THE SUBDVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 2,225.00 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 ONE (1) FIRE HYDRANT AT A COST OF $5,205.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM REPLAT OF LOT 2 VISTA BONITA No 10, IS TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS: AND THE DRAINAGE EASEMENTS.

EACH LOT IN THE SUBDIVISION 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 2A (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 FINE SANDY LOAM (WITH TEXURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDMISION DRAINS WELL, THE 10–YEAR FLOODPLAIN BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,345.00 FOR LOT 2B, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. LOT 2A HAS AN EXISING OSSF INSTALLED DURING THE CONSTRUCTION OF VISTA BONITA No. 10. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 1,345.00 THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON OCTOBER 15, 2015

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THIS FACILITY ARE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ 8,755.00. LOT 2B HAS AN EXISTING WATER SERVICE.

SEWAGE FACILITIES– THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 1,345.00 FOR LOT 2B. LOT 2A IS SERVED BY AN EXISTING OSSF.

STATE OF TEXAS ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. No. 95534 — 12-16-15 DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE REPLAT OF LOT 2 VISTA BONITA No 10
BY ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion, Gastos, y Fecha de Incio

REPLAT OF LOT 2 VISTA BONITA No 10 SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA DE AGUA EXISTENTE DE 8" DE DIAMETRO QUE CORRE POR EL LADO ESTE DE LA CALLE SUNRISE STREET.

EL SISTEMA DE AGUA PARA EL REPLAT OF LOT 2, VISTA BONITA No. 10 CONSISTE DE UN SERVICIO DE CONEXION EXISTENTE EN EL LOT 2B QUE FUE INSTALADO DURANTE LA CONSTRUCCION DE VISTA BONITA No. 10 (GRABADO EN VOLUME 33 PAGINA 50, HIDALGO COUNTY TEXAS). UN SERVICIO DE 3/4 DE PULGADA CON UNA CAJA DE MEDIDOR AN SIDO INSTALADAS EN EL LOT 2A.

LA CONEXION DEL SERVICION SENCILLO DE 3/4 DE PULGADA, BOCA DE RIEGO Y LA CAJA DEL MEDIDOR PARA EL LOTE 2A AN SIDO INSTALADOS A UN COSTO DE $6,530.00. EN ADDICION, EL SUBDIVIDOR HA PAGADO A LA COMPANIA N.A.W.S.C. THE CANTIDAD DE $2,225.00 PARA EL LOTE 2A ESTABLECIDO EN EL CONTRATO DE LOS 30 AÑOS DE SERVICIO DE AGUA LO CUAL LA CANTIDAD REPRESENTA EL COSTO TOTAL DE LOS DERECHOS DE LA CAJA DE MEDIDOR Y LA AFILIACIÓN E OTROS COSTOS ASOCIADOS CON LA CONEXION DE LOS LOTES INDIVISUALES EN LA SUBDIVISION CON N.A.W.S.C. SOBRE REQUERIDO POR EL DUEÑO N.A.W.S.C. INSTALARA EL MEDIDOR DEL AGUA LO MAS PRONTO POSIBLE PARA EL LOTE REQUERIDO SIN NINGUN COSTO. EL DUEÑO DE LA SUBDIVISIÓN
TAMBIÉN HA INSTALADO UNO (1) BOCA DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 5,205.00. EL SISTEMA DE AGUA HA SIDO APROVADO Y ACEPTADO POR N.A.W.S.C. DICHO SISTEMA DE OPERACION ASTA LA FECHA DE LA GRABACION DE EL PLANO.

DRENAJE: Descripcion y Gastos.

EL DRENAJE DEL REPLAT OF LOT 2 VISTA BONITA No 10, 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 SITIOS 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 EL LOTE 2A (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME MARGA DE BARRO ARENOSO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US $ 1,345.00 PARA LOTE 2B INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. LOTE 2A ESTA SERVIDO POR UNA OSSF EXISTENTE. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US $ 3,000.00 EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS EN EL 15 DE OCTUBRE DE 2015.
CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA FUE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US $ 8,755.00. LOTE 2B TIENE UN SEVICIO DE AGUA EXISTENTE.

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS SERAN CONSTRUIDAS A UN COSTO DE US$ 1,345.00 POR LOTE 2B. LOTE 2A ESTA SERVIDO POR UNA OSSF EXISTENTE.

STATE OF TEXAS ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. No. 95534 — 12-16-15 DATE

SHEET NO. 2 OF 2 SHEETS	FILENAME :F:\DATA\SUBDIVS\EDINBURG\REPLAT OF LOT 2 VISTA BONITA 10 BP			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	01–09–2015	M.G.		
	DATE REVISED		CHECKED BY	APPROVED BY

Planning Department 19. B.

AI-52902

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Flor Castillo, PLANNING DEPT.
Submitted By: Flor Castillo, PLANNING DEPT.
Department: PLANNING DEPT.

Information

CAPTION

1. Partial Reimbursements of Financial Guarantee
a. Campbell Estates Subdivision – Pct. 1
b. Sendero Trails Ph. 1 Subdivision – Pct. 4

BACKGROUND

Fiscal Impact

Attachments

Campbell Estates Subdivision
Sendero Trails Ph.1 Subdivision

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/12/2016 09:23 AM
Glinda Pacheco	Glinda Pacheco	01/12/2016 02:07 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Flor Castillo Started On: 01/11/2016 11:36 AM
Final Approval Date: 01/29/2016

Hidalgo County Planning Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

From: T.J. ARREDONDO, DIRECTOR OF PLANNING

Date: JANUARY 11, 2016

Re: CAMPBELL ESTATES SUBDIVISION – PCT. 1

ON JUNE 30, 2014, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF SIX THOUSAND DOLLARS ($6,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF FOUR (4) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A 2ND 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 TWO (2) OUT OF FOUR (4) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR THE 2ND 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	$6,000.00
1ST REIMBURSEMENT	$1,500.00
2ND REIMBURSEMENT	$1,500.00
BALANCE REMAINING	$3,000.00

*** END OF MEMORANDUM ***

Hidalgo County Planning Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date May 15 20 14

Received of: Alexander Campbell III $6000.00

Six thousand and no/100 Dollars

Subdivision: Campbell Estates

Cash _____ Check # 1309 M.O. # _____

Received by: Gloria A. Castillo

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 70021 - 2/4

COUNTY AUDITOR'S FORM RE-PD-0001

○ 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% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	

○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank -	6000.00
Other	
TOTAL	6000.00

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

TXR #0327526

ALEXANDER CAMPBELL III DOB: 2-18-65
LIC. 17515005
P.O. BOX 2 956-464-5793 956-440-9997
DONNA, TX 78537 956-784-0218

68-2141/1149 1309
0121034844

DATE 5/4/14

PAY TO THE ORDER OF Hidalgo County Planning Department $6,000.00

six thousand and no/100 DOLLARS

FIRST NATIONAL BANK

MEMO CAMPBELL ESTATES

⑈114921415⑈1309⑈0121034844⑈

6/30/14

HEALTH DEPARTMENT
COUNTY OF HIDALGO

JANUARY 5, 2016

Hidalgo County Planning Department
Mr. T.J Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: CAMPBELL ESTATES SUBDIVISION

Dear Mr. Arredondo:

According to our records, 2 of **4** lots in **CAMPBELL ESTATES SUBDIVISION** have a septic tank system installed and can be expected to function properly, **CAMPBELL ESTATES SUBDIVISION** is located on Roosevelt Rd and Valverde Rd in Donna Tx.

Sincerely,

Roberto Serna
Environmental Health
Executive Assistant

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, DIRECTOR OF PLANNING

Date: JANUARY 11, 2016

Re: SENDERO TRAILS PHASE 1 SUBDIVISION – PCT. 4

ON FEBRUARY 28, 2006, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF THIRTY SIX THOUSAND DOLLARS ($36,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY (36) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A 5TH REIMBURSEMENT IN THE AMOUNT OF ONE THOUSAND DOLLARS ($1,000.00) 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 SIX (6) OUT OF THIRTY SIX (36) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR THE 5TH REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF ONE THOUSAND DOLLARS ($1,000.00) FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$36,000.00
1ST REIMBURSEMENT	$ 1,000.00
2ND REIMBURSEMENT	$ 2,000.00
3RD REIMBURSEMENT	$ 1,000.00
4TH REIMBURSEMENT	$ 1,000.00
5TH REIMBURSEMENT	$ 1,000.00
BALANCE REMAINING	$ 30,000.00

*** END OF MEMORANDUM ***

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

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

Nº 055642

Feb. 15, 2006

RECEIVED OF: Megaware Corp. $ 36,000.00

Thirty six thousand and 00/100 DOLLARS

SUBDIVISION: Sendero Trails Ph. 1 DEVELOPER

COST OF PAVING _____ COST OF DRAINAGE _____ PCT. _____

FLOODPLAIN ADM. 1100-341-30-210-002-0-000		
Other		
Total		

SUBDIVISION FEES 1100-341-30-210-001-0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	06-1100-211-00-000-018-0-000
Joe Stephens	36,000.00
Other	
Total	36,000.00

M.O. ☐ ☐

CHECK ☑ 1324 CASH ☐

Adela D. Cavazos
PREPARED BY:

Auditor's Form – ECPD 0001: Rev. 6-04

1324

MEGAWARE CORP
2501 W MILITARY HWY STE F-8
MCALLEN, TX 78503-8955

88-1161/1149
03

DATE JAN.-09-2006

PAY TO THE ORDER OF HIDALGO COUNTY $36,000.00

==THIRTY SIX THOUSAND DOLLARS AND 00/100)======= DOLLARS

McALLEN NATIONAL BANK
MEMBER FDIC
5201 N. 23rd
P.O. Box 5555
McAllen, Texas 78504
956-682-2255

ESCROW OF SEPTIC TANKS FOR EACH LOT ($1,000.00)
FOR /LOT) SENDERO TRAILS SUB. PHASE 1

⑈001324⑈ ⑆114911616⑆ ⑈00 2204 7⑈

HEALTH DEPARTMENT
COUNTY OF HIDALGO

JANUARY 5, 2016

Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: SENDERO TRAILS S/D

Dear Mr. Arredondo:

According to our records, **6** out of **36** lots in **SENDERO TRAILS S/D** have septic tank systems installed and can be expected to function properly, **SENDERO TRAILS S/D** is located on **FM 490** 1 Mi. W. of Hwy 281,in Edinburg Tx.

Sincerely,

Roberto Serna
Environmental Health
Executive Assistand

AI-53201 Precinct #2 20. A.

CC - REGULAR

Meeting Date: 02/03/2016

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

Department: COMM. PCT. #2

Information

CAPTION

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

BACKGROUND

Fiscal Impact

Attachments

ICA

Email from Legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 03:42 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Erika Zamora Started On: 01/29/2016 11:43 AM

Final Approval Date: 01/29/2016

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
CITY OF SAN JUAN, TEXAS

THIS Agreement is made on this the ___ day of _____, 2016 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County", and **CITY OF SAN JUAN, TEXAS** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, Hidalgo County is a county created in Texas;

WHEREAS, San Juan is a home rule city located in Texas;

WHEREAS, City desires to assist County in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work");

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

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and materials. County shall be solely responsible for determining the current rate for its equipment and City agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County equipment and materials shall be subject to the approval of the Commissioner of Precinct 2 determining that such equipment and materials are not required by the Commissioner for the times requested by the City.

2. County shall provide City with man power at the current hourly rates for County employees required to complete the Work. Prior to City utilizing County employees, City shall request and receive the current hourly rates of County employee including benefits and other costs associated with the employment of each such County employee. County shall be solely responsible for determining the current hourly rate for its employees and City agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County employees shall be subject to the approval by the

Commissioner of Precinct 2 determining that the County employees so requested by the City are not required for projects of Precinct 2 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at the current prices to the City for such equipment and materials for the furtherance of the Work. City shall be solely responsible for determining the current rate for its equipment and County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager of City determining that such equipment and materials are not required by the City for the times requested by the County.

4. City shall provide County with employees at the current hourly rates to City for City employees required to complete the Work. Prior to County utilizing City employees, County shall request and receive the current hourly rates of City employees required to complete the work. Hourly rates shall include all benefits and other costs associated with the employment of each City employee. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City employees shall be subject to the approval by the City Manager determining that the City employees so requested by the County are not required for projects of City at the time requested by County.

5. The parties agree that all other costs associated with the Work shall be the responsibility of each respective entity in its entirety.

6. Term. The term of this Agreement shall be for one (1) year with the option to renew for five (5) additional one year terms upon the same terms and conditions described herein except that all prices for employees, equipment and materials are subject to change at any time and without notice to the other party.

7. Upon a change in price for employees for County employees, equipment or materials, the County shall notify the City within ten (10) working days for any ongoing Work and before beginning any new Work.

8. Upon a change in price for employees for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any on-going Work and before beginning any new work.

9. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

10. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is

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

11. **No Waiver**. No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County and not otherwise.

13. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:	Attention: San Juanita Sanchez, City Mayor 709 S. Nebraska St. San Juan, Texas 78589
If to County:	Hidalgo County Attn: Ramon Garcia, County Judge 302 W. University Dr. Edinburg, TX 78539
With copy to:	Commissioner, Precinct 2 Eduardo "Eddie" Cantu 300 West Hall Acres, Suite G Pharr, Texas 78577

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

15. **Additional Documents**. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

16. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns where permitted by this Agreement.

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

18. **Headings**. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

19. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

21. **Prior Agreements.** This Agreement supersedes and terminates that certain interlocal agreement between the parties hereto dated September 16, 2008.

22. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

CITY OF SAN JUAN

By: _____
San Juanita Sanchez, Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project. County and City desires to assist each other in projects to be defined by mutual agreement through an Interlocal Cooperation agreeing to assist each other with equipment, materials and manpower.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Zimbra **erika.zamora@co.hidalgo.tx.us**

RE: Mutual Aid ICA w/City of San Juan

From : Marynel Trevino <mntrevino@atlashall.com> Mon, Jan 11, 2016 10:33 AM
Subject : RE: Mutual Aid ICA w/City of San Juan 1 attachment
To : 'Armando Garza Jr.' <armando.garzajr@co.hidalgo.tx.us>
Cc : 'Erika Zamora' <erika.zamora@co.hidalgo.tx.us>

External images are not displayed. Display images below

Good morning as per your request.

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Friday, January 08, 2016 3:20 PM
To: Steve Crain
Cc: Marynel Trevino; Armando Garza
Subject: Mutual Aid ICA w/City of San Juan

Good afternoon Steve,

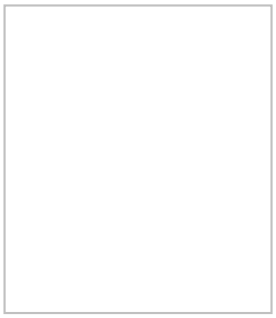
As discussed with Mr. Garza, Precinct 2 is requesting a mutual aid interlocal agreement like the one attached, be drafted between Hidalgo County and the City of San Juan.

We would like this agreement by Monday in order for the City to approve it at their next City Council meeting.

Please let me know if you have any questions.

Thank you,

Erika Zamora
Director of Administrative Operations
Hidalgo County Pct 2
300 W Hall Acres, Suite G
Pharr, TX 78577
(956)292-7000 Ext 2015 - Office



City of San Juan mutual agreement 2016-01-11.pdf
82 KB

AI-53196 Precinct #3 21. A.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Requesting approval of Agreement Regarding County Roads and Drains between Hidalgo Wind Farm,LLC. and County of Hidalgo. Subject to final review.

BACKGROUND

Fiscal Impact

Attachments

Stormwater Pollution Prevention Plan

NOI

agreement final

exhibits

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 03:41 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Norma Ceballos Started On: 01/29/2016 10:48 AM

Final Approval Date: 01/29/2016

STORMWATER POLLUTION PREVENTION PLAN

for

Hidalgo Wind Farm LLC

Legally Responsible Person (LRP):

EDP Renewables
808 Travis St., Suite 700
Houston, Texas 77002
LRP – Andrew Young
312-435-1295

Approved Signatory:

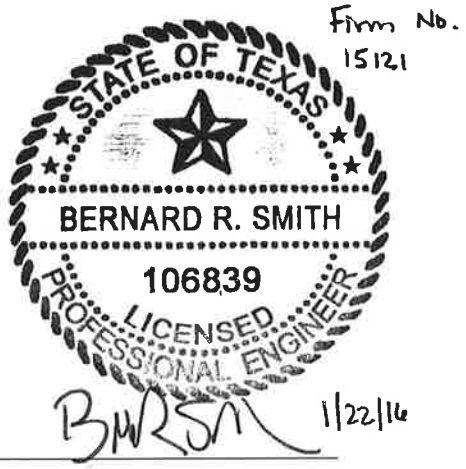
Mr. Ken Ripper, PE, Executive Vice President Technical Department EDP Renewables

Project Site:

McCook, Texas (FM 681 @ FM 490) covering approximately 75 square miles

SWPPP Prepared by:

Westlake Consultants, Inc.
15115 SW Sequoia Parkway, Suite 150
Tigard, OR 97224
QSD – Bernard Smith, PE



SWPPP Preparation Date

01/22/2016

Estimated Project Dates:

Start of Construction	Completion of Construction
02/16	12/16

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Revision and Update Log

Project Name: Hidalgo Wind Farm, LLC

Project Number/ID

Revision No.	Date	Brief Description, include section and page number	Prepared and Approved By
			Name:
			Name:
			Name:
			Name:
			Name:
			Name:
			Name:
			Name:
			Name:

Section 1 SWPPP Requirements

1.1 INTRODUCTION

The Hidalgo Wind Farm project is located within an approximate 61 square mile area near McCook, Texas at the intersection of FM 681 at FM 490. The project spans Hidalgo and Starr Counties. The property is privately owned and leased by Hidalgo Wind Farm LLC and is being developed by EDP Renewables. The project location is shown on the Site Map in Appendix A.

There are no receiving waters to the state; however, this Stormwater Pollution Prevention Plan (SWPPP) is designed to comply with ordinance B-652 (Storm Water Pollution Control Ordinance), and the Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ) regulations. This SWPPP is designed to address the following:

- Pollutants and their sources, including sources of sediment associated with construction and construction site erosion and other activities associated with construction activity;
- Site BMPs that are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity to the Best Available Technology/Best Control Technology (BAT/BCT) standard;

1.2 SWPPP AVAILABILITY AND IMPLEMENTATION

The discharger shall make the SWPPP available at the construction site or, if the site is inactive or does not have an on-site location to store the plan, a notice must be posted describing the location of the SWPPP. The SWPPP must be made readily available at the time of an on-site inspection to: the executive director; a federal, state, or local agency approving sediment and erosion plans, grading plans, or stormwater management plans; local government officials; and the operator of a municipal separate storm sewer receiving discharges from the site. If the SWPPP is retained off-site, then it shall be made available as soon as reasonably possible. In most instances, it is reasonable that the SWPPP shall be made available within 24 hours of the request.

The SWPPP shall be implemented concurrently with the start of ground disturbing activities.

1.3 SWPPP REVISIONS AND UPDATES

The SWPPP should be revised whenever the following occurs:

- A change in design, construction, operation or maintenance that has a significant effect on the discharge of pollutants and that has not been previously addressed in the SWPPP
- Changing site conditions based on updated plans and specifications, new operators, new areas of responsibility, and changes in BMPs; or
- Results of inspections or investigations by site operators, operators of a municipal separate storm sewer system receiving the discharge, authorized TCEQ personnel, or a federal, state or local agency approving sediment and erosion plans indicate the SWPPP is proving ineffective in eliminating or significantly minimizing pollutants in discharges authorized under the general permit

1.4 RECORD KEEPING AND REPORTING

A description of spills and similar incidents, plus additional information that is obtained regarding the quality and quantity of stormwater discharges must be included in the SWPPP. Inspection and maintenance activities must be documented and records of those inspection and maintenance activities must be incorporated in the SWPPP. Records should include dates of major grading activities, dates when construction stops temporarily or permanently, and the date when stabilization is initiated.

The permittee shall prepare and include in the SWPPP a report summarizing the scope of the evaluation, the personnel making the evaluation, the date(s) of the evaluation, major observations relating to the implementation of the SWPPP, and actions taken in response to the findings of the evaluation. Where the report does not identify incidences of noncompliance, the report must contain a statement that the evaluation did not identify any incidence(s), and the report must be signed according to 30 TAC §305.128, relating to Signatories to Reports.

1.5 NOTICE OF TERMINATION (NOT)

A Notice of Termination (NOT) must be submitted on a form supplied by the executive director. Authorization to discharge under the general permit terminates at the midnight on the day the NOT is postmarked for delivery to the TCEQ. Compliance with the conditions and requirements of the general permit is required until a NOT is submitted.

Section 2 Project Information

2.1 PROJECT AND SITE DESCRIPTION

2.1.1 Site Description

The Hidalgo Wind Farm project comprises approximately 61 square miles and is located near McCook, Texas at the intersection of FM 681 at FM 490. The project spans Hidalgo and Starr Counties. The property is privately owned and leased by Hidalgo Wind Farm LLC and is being developed by EDP Renewables. The project location is shown on the Site Map in Appendix A.

2.1.2 Existing Conditions

As of the initial date of this SWPPP, the project site is predominately rural farmland with existing gas infrastructure.

2.1.3 Existing Drainage

There are no receiving waters to the state for this project. The existing rural farmland area is relatively flat and has roadside ditches which collect and convey stormwater.

2.1.4 Project Description

The development will include the construction of a 250 MW wind energy facility consisting of 125 turbines, overhead transmission lines, underground collection lines, substation, operation and maintenance facility, and supporting infrastructure. Approximately 40 miles of access roads will be constructed. Project grading will occur on approximately 250 acres of the project, which comprises less than 1 percent of the total area. The limits of grading are shown on Sheets EC1-EC4. Grading will include both cut and fill activities. Construction activities under this permit will not be phased.

2.1.5 Developed Condition

Post construction surface drainage will be directed to existing drainages present on-site. No surface drainage will be diverted to another basin area.

2.2 CONSTRUCTION SCHEDULE

Site construction is expected to occur between 02/16 and 12/16. No project phasing will occur.

2.3 POTENTIAL CONSTRUCTION ACTIVITY AND POLLUTANT SOURCES

Anticipated construction activities are grading and development, streets and utilities, vertical construction and stabilization. These activities and associated materials will or could potentially contribute pollutants, other than sediment, to stormwater runoff.

The anticipated activities and associated pollutants were used to select the Best Management Practices for the project. Location of anticipated pollutants and associated BMPs are show on Sheets EC1-EC4.

2.4 IDENTIFICATION OF NON-STORMWATER DISCHARGES

Non-stormwater discharges consist of discharges which do not originate from precipitation events. The General Permit provides allowances for specified non-stormwater discharges that do not cause erosion or carry other pollutants.

Non-stormwater discharges into storm drainage systems or waterways, which are not authorized under the General Permit and listed in the SWPPP, or authorized under a separate NPDES permit, are prohibited.

Non-stormwater discharges that are authorized from this project site include the following:

- NONE

Section 3 Best Management Practices (BMPs)

3.1 EROSION AND SEDIMENT CONTROL

Erosion and sediment controls are required by the General Permit to provide effective reduction or elimination of sediment related pollutants in stormwater discharges and authorized non-stormwater discharges from the Site. Applicable BMPs are identified in this section for erosion control, sediment control, tracking control, and wind erosion control. When final stabilization is achieved removal of all temporary sediment and erosion control measures is required along with a filing of a Notice of Termination.

3.2.1 Erosion Control

Erosion control, also referred to as soil stabilization, consists of source control measures that are designed to prevent soil particles from detaching and becoming transported in stormwater runoff. Erosion control BMPs protect the soil surface by covering and/or binding soil particles.

This construction project will implement the following practices to provide effective temporary and final erosion control during construction:

1. Preserve existing vegetation where required and when feasible.
2. The area of soil disturbing operations shall be controlled such that the Contractor is able to implement erosion control BMPs quickly and effectively.
3. Stabilize non-active areas within 14 days of cessation of construction activities or sooner if stipulated by local requirements.
4. Control erosion in concentrated flow paths by applying erosion control blankets, check dams, erosion control seeding or alternate methods.
5. Prior to the completion of construction, apply permanent erosion control to remaining disturbed soil areas.

Sufficient erosion control materials shall be maintained onsite to allow implementation in conformance with this SWPPP.

3.2.2 Sediment Controls

Sediment controls are temporary or permanent structural measures that are intended to complement the selected erosion control measures and reduce sediment discharges from active construction areas. Sediment controls are designed to intercept and settle out soil particles that have been detached and transported by the force of water.

1. Silt fence
2. Construction entrance
3. Riprap outfall where needed

Section 4 BMP Inspection and Maintenance

4.1 BMP INSPECTION AND SITE MAINTENANCE

The General Permit requires inspections of BMPs once every 2 weeks and 24 hours after a storm event of 0.5 inches or more. Alternately, inspections may be performed once every 7 days without additional inspections after rain events. A BMP inspection checklist must be filled out for inspections and maintained on-site with the SWPPP. An example report is provided in Appendix B. The inspection report should include:

1. Inspector's name and qualifications
2. Date of inspection
3. Disturbed areas of the construction site that have not been stabilized
4. Areas used for storage of materials that are exposed to precipitation
5. Structural control measures
6. Location where vehicles enter or exit the site
7. Identification of measures that need to be maintained, modified, or added to correct problems (and specify update of plan within 7 calendar days)

Site maintenance includes:

1. The inspection of adjacent areas daily and the pick up of construction waste materials, debris, and fugitive sediment that have blown or wasted off-site.

2. Maintenance of all erosion and sediment control measures and other protective measures to ensure effective operating conditions.

3. Sediment removal from controls when design capacity is reduced by 50%.

Appendix A: Site Maps



LEGEND

—— GAS —— GAS ——	UG GAS PIPELINE
——E——E——E——	UG ELECTRICAL
———	ROAD
●	TURBINE

EROSION SEDIMENT CONTROL KEY NOTES

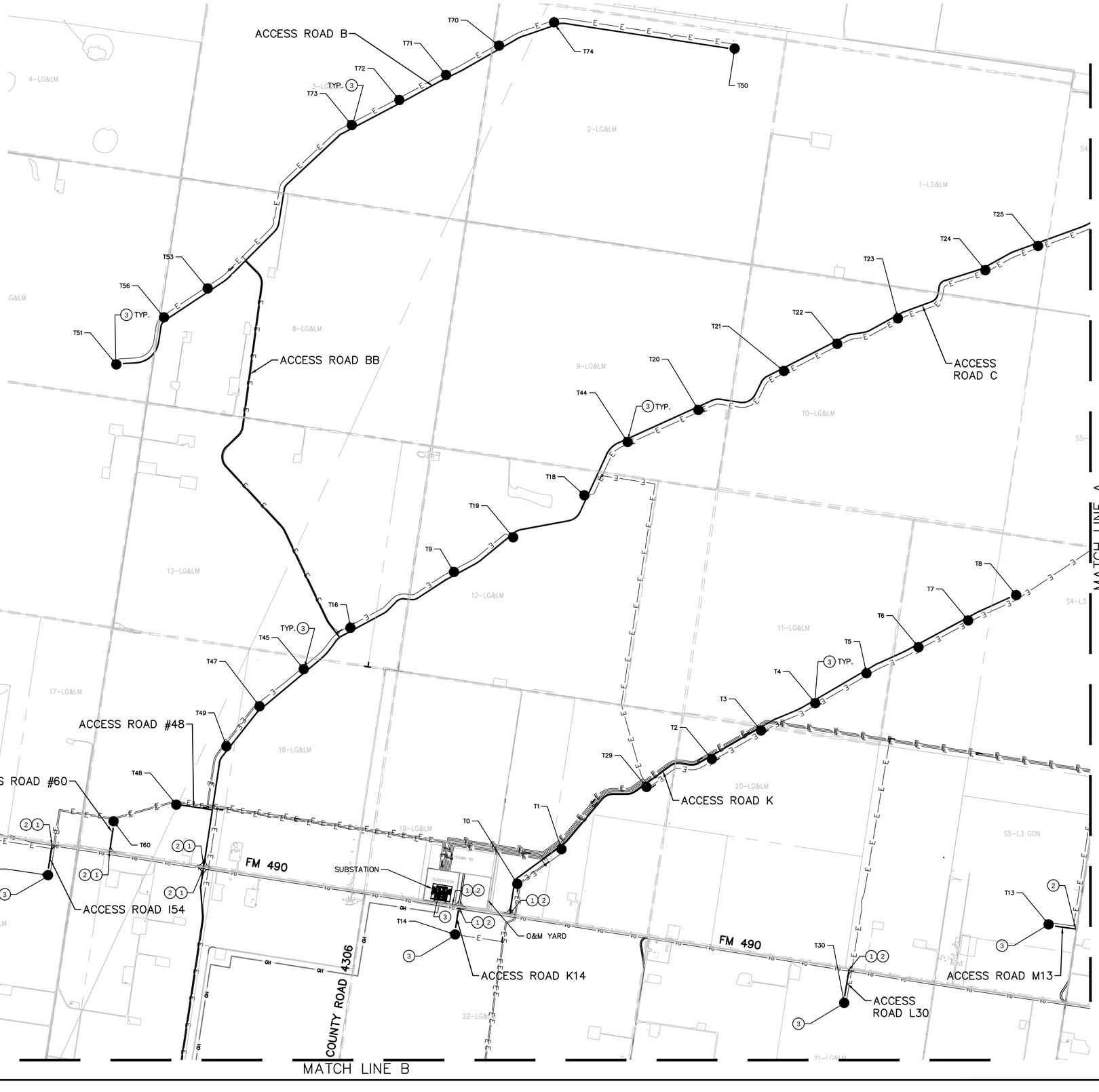
① INSTALL OUTLET PROTECTION RIP RAP. SEE DETAIL SHEET 95.

② INSTALL CONSTRUCTION ENTRANCE. SEE DETAIL SHEET 95.

③ PROVIDE CONCRETE WASHOUT AREAS TO COLLECT AND RETAIN ALL CONCRETE WASHOUT WATER AND SOLIDS IN LEAK PROOF CONTAINERS.

EROSION SEDIMENT CONTROL GENERAL NOTES

1. INSTALL SEDIMENT FENCE ON DOWN GRADIENT SIDES OF THE CONSTRUCTION SITE AS NEEDED. SEE DETAIL SHEET 95.
2. SEE GENERAL EROSION CONTROL NOTES ON SHEET 95.



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FAX (503) 624-0157 (503) 684-0652

HIDALGO WIND FARM

HIDALGO AND STARR COUNTIES, TX

EROSION CONTROL PLAN

MATCH LINE A

BernSmith 1/22/16
WESTLAKE CONSULTANTS, INC.

STATE OF TEXAS
BERNARD R. SMITH
106839
LICENSED PROFESSIONAL ENGINEER

FIRM REGISTRATION NO. 15,121

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SHEET EC1

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23940 1EC1

1000' 0 500' 1000' 2000'

SCALE: 1 INCH = 1000 FEET

LEGEND

- GAS — GAS — UG GAS PIPELINE
- E — E — E — UG ELECTRICAL
- ROAD
- TURBINE

EROSION SEDIMENT CONTROL KEY NOTES

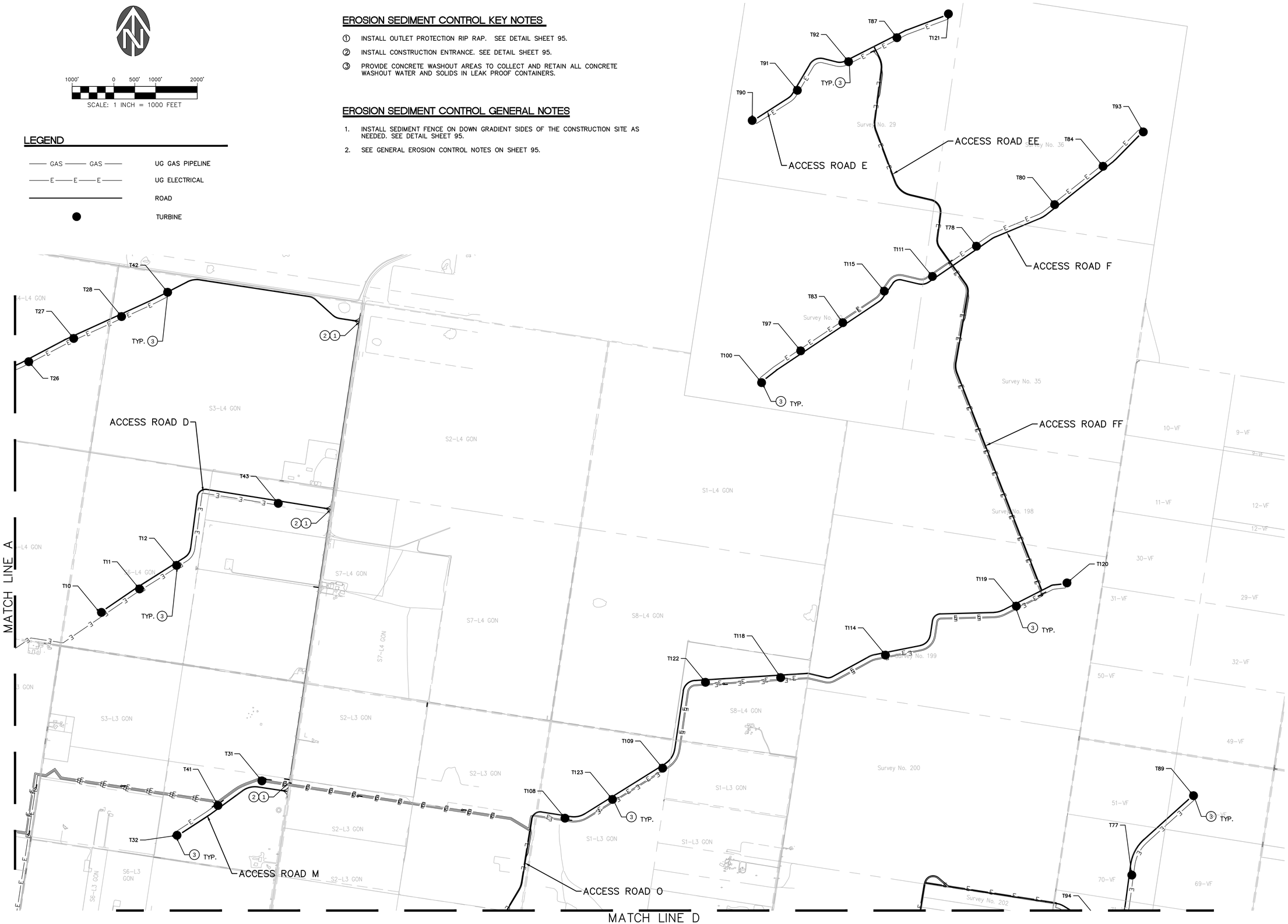
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HIDALGO WIND FARM

HIDALGO AND STARR COUNTIES, TX

EROSION CONTROL PLAN

B.R.S. 1/22/16

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PROFESSIONAL ENGINEER

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2394 01EC2

MATCH LINE D

MATCH LINE C

ACCESS ROAD M13

ACCESS ROAD O

ACCESS ROAD R NORTH

ACCESS ROAD R SOUTH

ACCESS ROAD R82

ACCESS ROAD QQ

ACCESS ROAD Q

ACCESS ROAD P

ACCESS ROAD S

LAYDOWN YARD

MCCOOK

FM 681

FM 490/681

FM 2058

COUNTY ROAD 4640

TEXAN ROAD

ABRAM ROAD

MILE 17 ROAD

T13 T94 T112 T95 T110 T75 T116 T82 T81 T99 T104 T106 T103 T76 T105 T85 T88 T96 T107 T101 T79

TYP.

Survey No. 201

Survey No. 202

Survey No. 204

EROSION SEDIMENT CONTROL KEY NOTES

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2. SEE GENERAL EROSION CONTROL NOTES ON SHEET 95.

1000' 0 500' 1000' 2000'

SCALE: 1 INCH = 1000 FEET

LEGEND

GAS GAS — UG GAS PIPELINE

E E E — UG ELECTRICAL

ROAD

TURBINE

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HIDALGO WIND FARM

HIDALGO AND STARR COUNTIES, TX

EROSION CONTROL PLAN

BernSmith 1/22/16

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DATE			

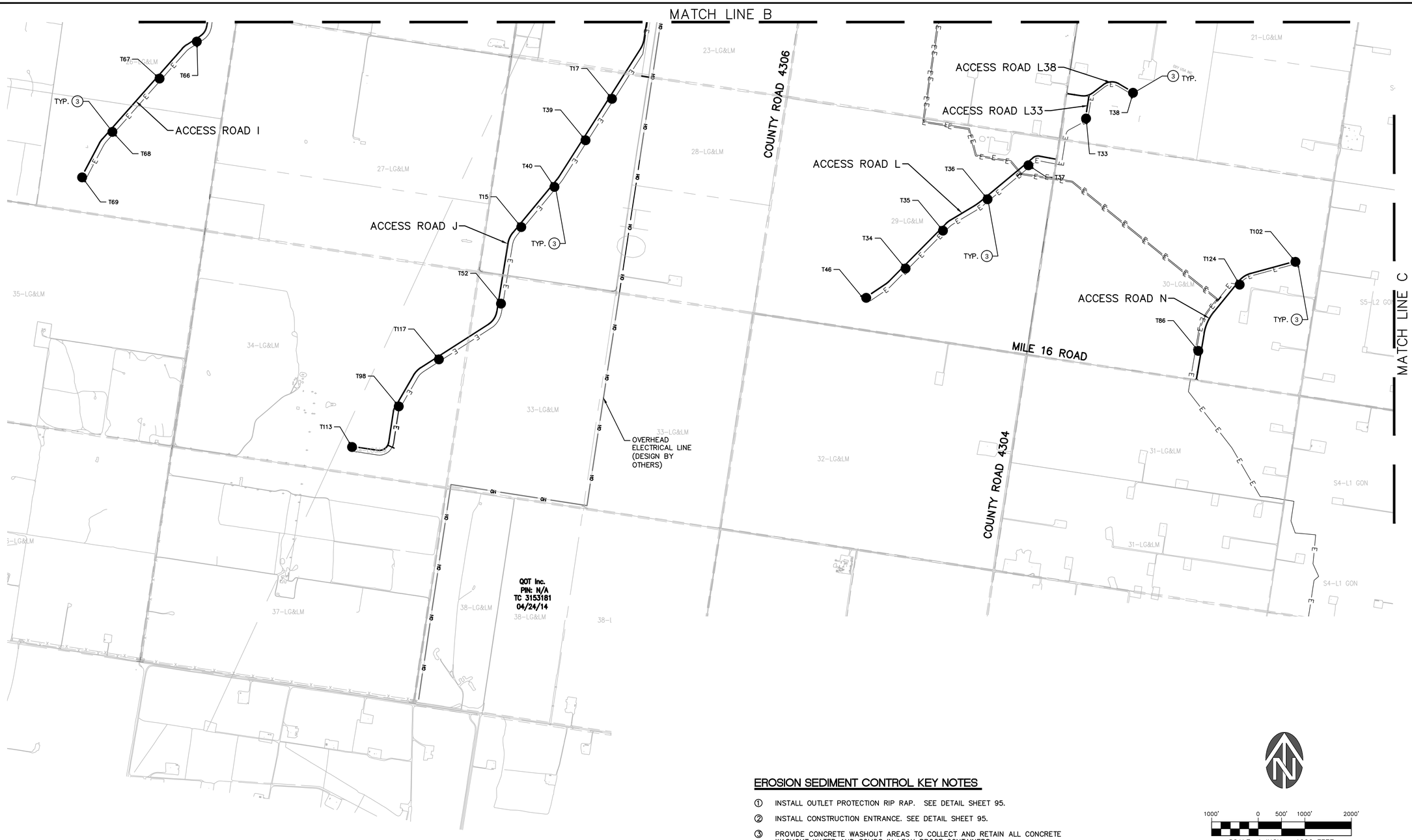
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SCALE: 1 INCH = 1000 FEET

LEGEND

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- E — E — E — UG ELECTRICAL
- ROAD
- TURBINE

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HIDALGO WIND FARM

HIDALGO AND STARR COUNTIES, TX

EROSION CONTROL PLAN

BernRSmith 1/22/16

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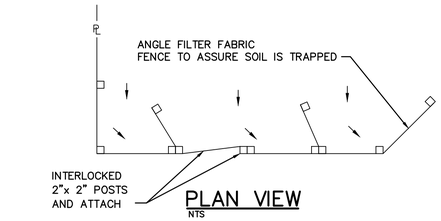
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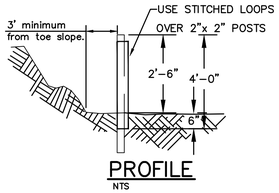
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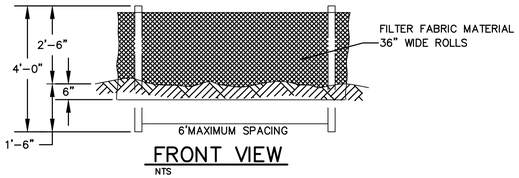
PLAN VIEW
NTS



PROFILE
NTS

NOTES:

1. BURY BOTTOM OF FILTER FABRIC 6" VERTICALLY BELOW FINISHED GRADE.
2. 2"x 2" FIR, PINE OR STEEL FENCE POSTS.
3. POSTS TO BE INSTALLED ON UPHILL SIDE OF SLOPE.
4. COMPACT BOTH SIDES OF FILTER FABRIC TRENCH.
5. PANELS MUST BE PLACED ACCORDING TO SPACING ON TABLE.



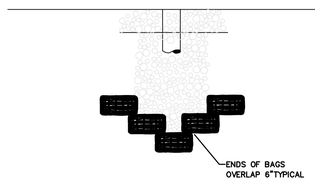
FRONT VIEW
NTS

BARRIER SPACING FOR GENERAL APPLICATION

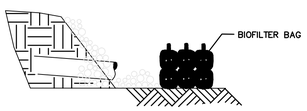
INSTALL PARALLEL ALONG CONTOURS AS FOLLOWS		
% SLOPE	**SLOPE**	**MAXIMUM SPACING ON SLOPE**
10% OR FLATTER	10:1 OR FLATTER	300 FT
>10% OR <15%	>10:1 OR <7.5:1	150 FT
>15% OR <20%	>7.5:1 OR <5:1	100 FT
>20% OR <30%	>5:1 OR <3.5:1	50 FT
>30% OR <50%	>3.5:1 OR <2:1	25 FT

SEDIMENT FENCE

NOT TO SCALE



PLAN VIEW
NTS

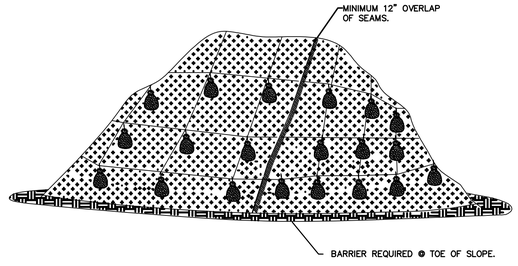


PROFILE

NOTE:
1. BIO BAGS ONLY REQUIRED WHEN DISCHARGING SEDIMENT LADEN WATER.
2. STAKING OF BAGS REQUIRED WITH EITHER METHOD USING (2) 1"x 2" WOOD STAKES OR APPROVED EQUAL PER BAG.

OUTLET PROTECTION RIP RAP

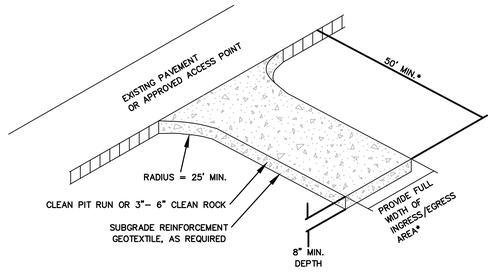
NOT TO SCALE

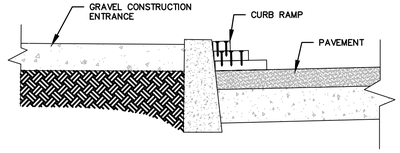


NOTES:
1. MINIMUM 12" OVERLAP OF ALL SEAMS REQUIRED.
2. BARRIER REQUIRED @ TOE OF STOCK PILE.
3. COVERING MAINTAINED TIGHTLY IN PLACE BY USING SANDBAGS OR TIRES ON ROPES WITH A MAXIMUM 10' GRID SPACING IN ALL DIRECTIONS.

PLASTIC SHEETING

NOT TO SCALE





NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF- WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
4. WHERE RUNOFF CONTAINING SEDIMENT LADEN WATER IS LEAVING THE SITE VIA THE CONSTRUCTION ENTRANCE, OTHER MEASURES SHALL BE IMPLEMENTED TO DIVERT RUNOFF THROUGH AN APPROVED FILTERING SYSTEM.
5. DIMENSIONS
   50' LONG BY 20' WIDE 3-6" CLEAN ROCK.
   GOVERNING AUTHORITY MAY REQUIRE GEOTEXTILE FABRIC TO PREVENT SUB-SOIL PUMPING.

CONSTRUCTION ENTRANCE

NOT TO SCALE

NOTES:

1. WHEN RAINFALL AND RUNOFF OCCURS DAILY INSPECTIONS OF THE EROSION AND SEDIMENT CONTROLS AND DISCHARGE OUTFALLS MUST BE PROVIDED BY SOME ONE KNOWLEDGEABLE AND EXPERIENCED IN THE PRINCIPLES, PRACTICES, INSTALLATION, AND MAINTENANCE OF EROSION AND SEDIMENT CONTROLS.
2. SEDIMENT CONTROLS MUST BE INSTALLED AND MAINTAINED ON ALL DOWN GRADIENT SIDES OF THE CONSTRUCTION SITE AT ALL TIMES DURING CONSTRUCTION. THEY MUST REMAIN IN PLACE UNTIL PERMANENT VEGETATION OR OTHER PERMANENT COVERING OF EXPOSED SOIL IS ESTABLISHED.
3. ALL ACTIVE INLETS MUST HAVE SEDIMENT CONTROLS INSTALLED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. UNLESS OTHERWISE APPROVED.
4. SIGNIFICANT AMOUNTS OF SEDIMENT WHICH LEAVES THE SITE MUST BE CLEANED UP WITHIN 24 HOURS AND PLACED BACK ON THE SITE AND STABILIZED OR PROPERLY DISPOSED. THE CAUSE OF THE SEDIMENT RELEASE MUST BE FOUND AND PREVENTED FROM CAUSING A RECURRENCE OF THE DISCHARGE WITHIN THE SAME 24 HOURS.
5. SEDIMENT MUST NOT BE INTENTIONALLY WASHED INTO STORM SEWERS, DRAINAGE WAYS, OR WATER BODIES.
6. SEDIMENT MUST BE REMOVED FROM BEHIND ALL SEDIMENT CONTROL MEASURES WHEN IT HAS REACHED A HEIGHT OF 1/3RD THE BARRIER HEIGHT, AND PRIOR TO THE CONTROL MEASURES REMOVAL.
7. CLEANING OF ALL STRUCTURES WITH SUMPS MUST OCCUR WHEN THE SEDIMENT RETENTION CAPACITY HAS BEEN REDUCED BY 50% AND AT COMPLETION OF PROJECT.
8. ANY USE OF TOXIC OR OTHER HAZARDOUS MATERIALS MUST INCLUDE PROPER STORAGE, APPLICATION, AND DISPOSAL.
9. THE PERMITTEE MUST PROPERLY MANAGE HAZARDOUS WASTES, USED OILS, CONTAMINATED SOILS, CONCRETE WASTE, SANITARY WASTE, LIQUID WASTE, OR OTHER TOXIC SUBSTANCES DISCOVERED OR GENERATED DURING CONSTRUCTION.
10. THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS. NUTRIENT RELEASES FROM FERTILIZERS TO SURFACE WATERS MUST BE MINIMIZED. TIME RELEASE FERTILIZERS SHOULD BE USED AND CARE SHOULD BE MADE IN APPLICATION OF FERTILIZERS WITHIN ANY WATER WAY RIPARIAN ZONE.
11. OWNER OR DESIGNATED PERSON SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES, IN ACCORDANCE WITH CURRENT LOCAL, STATE, AND FEDERAL REGULATIONS.
12. PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BOUNDARIES OF THE CLEARING LIMITS, VEGETATED BUFFERS, AND ANY SENSITIVE AREAS SHOWN ON THIS PLAN SHALL BE CLEARLY DELINEATED IN THE FIELD. UNLESS OTHERWISE APPROVED, NO DISTURBANCE IS PERMITTED BEYOND THE CLEARING LIMITS. THE OWNER/PERMITTEE MUST MAINTAIN THE DELINEATION FOR THE DURATION OF THE PROJECT.
13. PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BMPS THAT MUST BE INSTALLED ARE GRAVEL CONSTRUCTION ENTRANCE, PERIMETER SEDIMENT CONTROL, AND INLET PROTECTION. THESE BMPS MUST BE MAINTAINED FOR THE DURATION OF THE PROJECT.
14. WATER-TIGHT TRUCKS MUST BE USED TO TRANSPORT SATURATED SOILS FROM THE CONSTRUCTION SITE. AN APPROVED EQUIVALENT IS TO DRAIN THE SOIL ON SITE AT A DESIGNATED LOCATION USING APPROPRIATE BMPS; SOIL MUST BE DRAINED SUFFICIENTLY FOR MINIMAL SPILLAGE.
15. ALL PUMPING OF SEDIMENT LADEN WATER MUST BE DISCHARGED OVER AN UNDISTURBED, PREFERABLY VEGETATED AREA, AND THROUGH A SEDIMENT CONTROL BMP (I.E. FILTER BAG).
16. THE ESC PLAN MUST BE KEPT ONSITE. ALL MEASURES SHOWN ON THE PLAN MUST BE INSTALLED PROPERLY TO ENSURE THAT SEDIMENT LADEN WATER DOES NOT ENTER A SURFACE WATER SYSTEM, ROADWAY, OR OTHER PROPERTIES.
17. THE ESC MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE MEASURES SHALL BE UPGRADED AS NEEDED TO MAINTAIN COMPLIANCE WITH ALL REGULATIONS.
18. WRITTEN ESC LOGS ARE SUGGESTED TO BE MAINTAINED ONSITE AND AVAILABLE TO DISTRICT INSPECTORS UPON REQUEST.
19. IN AREAS SUBJECT TO WIND EROSION, APPROPRIATE BMPS MUST BE USED WHICH MAY INCLUDE THE APPLICATION OF FINE WATER SPRAYING, PLASTIC SHEETING, MULCHING, OR OTHER APPROVED MEASURES.
20. ALL EXPOSED SOILS MUST BE COVERED AS REQUIRED TO PREVENT SEDIMENT LADEN WATER FROM DISCHARGING OFFSITE.

GENERAL EROSION CONTROL NOTES

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TIGARD, OREGON 97224
FAX (503) 624-0157 (503) 684-0652

HIDALGO WIND FARM

HIDALGO AND STARR COUNTIES, TX

EROSION SEDIMENT CONTROL
DETAIL SHEET

BernRSM 1/22/16
WESTLAKE CONSULTANTS, INC.

STATE OF TEXAS
BERNARD R. SMITH
106839
LICENSED
PROFESSIONAL ENGINEER

FIRM REGISTRATION NO. 15,121

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Appendix B: Example Inspection Report

BMP INSPECTION REPORT

Date and Time of Inspection:			Date Report Written:	
Inspection Type: (Circle one)	Weekly *Complete Parts I,II,III and VII*	Pre-Storm *Complete Parts I,II,III,IV and VII*	During Rain Event *Complete Parts I, II, III, V, and VII*	Post-Storm *Complete Parts I,II,III,VI and VII*

Part I. General Information

Site Information

Construction Site Name:	
Construction stage and completed activities:	Approximate area of site that is exposed:
Photos Taken: (Circle one) Yes / No	Photo Reference IDs:

Weather

Estimate storm beginning: (date and time)	Estimate storm duration: (hours)
Estimate time since last storm: (days or hours)	Rain gauge reading and location: (in)

Is a "Qualifying Event" predicted or did one occur (i.e., 0.5" rain with 48-hrs or greater between events)? (Y/N)
If yes, summarize forecast:

Exemption Documentation (explanation required if inspection could not be conducted). Visual inspections are not required outside of business hours or during dangerous weather conditions such as flooding or electrical storms.

Inspector Information

Inspector Name:	Inspector Title:
Signature:	Date:

Part II. BMP Observations. Describe deficiencies in Part III.

Minimum BMPs for Risk Level __1__ Sites	Failures or other short comings (yes, no, N/A)	Action Required (yes/no)	Action Implemented (Date)
Good Housekeeping for Construction Materials			
Inventory of products (excluding materials designed to be outdoors)			
Stockpiled construction materials not actively in use are covered and bermed			
All chemicals are stored in watertight containers with appropriate secondary containment, or in a completely enclosed storage shed			
Construction materials are minimally exposed to precipitation			
BMPs preventing the off-site tracking of materials are implemented and properly effective			
Good Housekeeping for Waste Management			
Wash/rinse water and materials are prevented from being disposed into the storm drain system			
Portable toilets are contained to prevent discharges of waste			
Sanitation facilities are clean and with no apparent for leaks and spills			
Equipment is in place to cover waste disposal containers at the end of business day and during rain events			
Discharges from waste disposal containers are prevented from discharging to the storm drain system / receiving water			
Stockpiled waste material is securely protected from wind and rain if not actively in use			
Procedures are in place for addressing hazardous and non-hazardous spills			
Appropriate spill response personnel are assigned and trained			
Equipment and materials for cleanup of spills is available onsite			
Washout areas (e.g., concrete) are contained appropriately to prevent discharge or infiltration into the underlying soil			
Good Housekeeping for Vehicle Storage and Maintenance			
Measures are in place to prevent oil, grease, or fuel from leaking into the ground, storm drains, or surface waters			
All equipment or vehicles are fueled, maintained, and stored in a designated area with appropriate BMPs			

Vehicle and equipment leaks are cleaned immediately and disposed of properly			

Part II. BMP Observations Continued. Describe deficiencies in Part III.			
Minimum BMPs for Risk Level __1___ Sites	Adequately designed, implemented and effective (yes, no, N/A)	Action Required (yes/no)	Action Implemented (Date)
Good Housekeeping for Landscape Materials			
Stockpiled landscape materials such as mulches and topsoil are contained and covered when not actively in use			
Erodible landscape material has not been applied 2 days before a forecasted rain event or during an event			
Erodible landscape materials are applied at quantities and rates in accordance with manufacturer recommendations			
Bagged erodible landscape materials are stored on pallets and covered			
Good Housekeeping for Air Deposition of Site Materials			
Good housekeeping measures are implemented onsite to control the air deposition of site materials and from site operations			
Non-Stormwater Management			
Non-Stormwater discharges are properly controlled			
Vehicles are washed in a manner to prevent non-stormwater discharges to surface waters or drainage systems			
Streets are cleaned in a manner to prevent unauthorized non-stormwater discharges to surface waters or drainage systems.			
Erosion Controls			
Wind erosion controls are effectively implemented			
Effective soil cover is provided for disturbed areas inactive (i.e., not scheduled to be disturbed for 14 days) as well as finished slopes, open space, utility backfill, and completed lots			
The use of plastic materials is limited in cases when a more sustainable, environmentally friendly alternative exists.			
Sediment Controls			
Perimeter controls are established and effective at controlling erosion and sediment discharges from the site			
Entrances and exits are stabilized to control erosion and sediment discharges from the site			

Sediment basins are properly maintained			
Run-On and Run-Off Controls			
Run-on to the site is effectively managed and directed away from all disturbed areas.			
Other			
Are the project SWPPP and BMP plan up to date, available on-site and being properly implemented?			

Part III. Descriptions of BMP Deficiencies

Deficiency	Repairs Implemented: Note - Repairs must begin within 72 hours of identification and, complete repairs as soon as possible.	
	Start Date	Action
1.		
2.		
3.		
4.		

Part IV. Additional Pre-Storm Observations. Note the presence or absence of floating and suspended materials, sheen, discoloration, turbidity, odors, and source(s) of pollutants(s).

	Yes, No, N/A
Do stormwater storage and containment areas have adequate freeboard? If no, complete Part III.	
Are drainage areas free of spills, leaks, or uncontrolled pollutant sources? If no, complete Part VII and describe below.	
Notes:	
Are stormwater storage and containment areas free of leaks? If no, complete Parts III and/or VII and describe below.	
Notes:	

Part V. Additional During Storm Observations. If BMPs cannot be inspected during inclement weather, list the results of visual inspections at all relevant outfalls, discharge points, and downstream locations. Note odors or visible sheen on the surface of discharges. Complete Part VII (Corrective Actions) as needed.	
Outfall, Discharge Point, or Other Downstream Location	
Location	Description
Location	Description
Location	Description
Location	Description
Location	Description
Location	Description
Location	Description
Location	Description

Part VI. Additional Post-Storm Observations. Visually observe (inspect) stormwater discharges at all discharge locations within two business days (48 hours) after each qualifying rain event, and observe (inspect) the discharge of stored or contained stormwater that is derived from and discharged subsequent to a qualifying rain event producing precipitation of ½ inch or more at the time of discharge. Complete Part VII (Corrective Actions) as needed.	
Discharge Location, Storage or Containment Area	**Visual Observation**

Part VII. Additional Corrective Actions Required. Identify additional corrective actions not included with BMP Deficiencies (Part III) above. Note if SWPPP change is required.	
Required Actions	**Implementation Date**

•

TCEQ Office Use Only
Permit No.:
RN:
CN:
Region:

TCEQ Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

IMPORTANT:

- Use the INSTRUCTIONS to fill out each question in this form.
- Use the CHECKLIST to make certain all you filled out all required information. Incomplete applications **WILL** delay approval or result in automatic denial.
- Once processed your permit can be viewed at: http://www2.tceq.texas.gov/wq_dpa/index.cfm

ePERMITS: Sign up now for online NOI: https://www3.tceq.texas.gov/steers/index.cfm
Pay a $225 reduced application fee by using ePermits.

APPLICATION FEE:

- You must pay the **$325** Application Fee to TCEQ for the paper application to be complete.
- Payment and NOI must be mailed to separate addresses.
- Did you know you can pay on line?
  - Go to https://www3.tceq.texas.gov/epay/index.cfm
  - Select Fee Type: GENERAL PERMIT CONSTRUCTION STORM WATER DISCHARGE NOI APPLICATION
- **Provide your payment information below, for verification of payment:**

☐ Mailed — Check/Money Order No.: _____
Name Printed on Check: _____

☒ EPAY — Voucher No.: _____
Is the Payment Voucher copy attached? ☐ Yes

RENEWAL: Is this NOI a Renewal of an existing General Permit Authorization? (Note: A permit cannot be renewed after June 3, 2013.)

☐ Yes The Permit number is: TXR15_____
(If a permit number is not provided, a new number will be assigned.)
☒ No

I) OPERATOR (Applicant)

a) If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? You may search for your CN at: http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch

CN_____

b) What is the Legal Name of the entity (applicant) applying for this permit?
Hidalgo Wind Farm LLC
(The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

c) What is the name and title of the person signing the application? The person must be an executive official meeting signatory requirements in TAC 305.44(a).
Prefix (Mr. Ms. Miss): Mr.
First/Last Name: Kristopher Cheney Suffix:
Title: Director of Project Management Credential:

d) What is the Operator Contact's (Responsible Authority) contact information and mailing address as recognized by the US Postal Service (USPS)? You may verify the address at: http://zip4.usps.com/zip4/welcome.jsp
Phone #: (713) 265-0350 ext: Fax #:
E-mail: kristopher.cheney@edpr.com
Mailing Address: 808 Travis St., Suite 700
Internal Routing (Mail Code, Etc.):
City: Houston State: TX ZIP Code: 77002
If outside USA: Territory: Country Code: Postal Code:

e) Indicate the type of Customer (The instructions will help determine your customer type):

☐ Individual	☐ Limited Partnership	☐ Sole Proprietorship-DBA
☐ Joint Venture	☐ General Partnership	☒ Corporation
☐ Trust	☐ Estate	☐ Federal Government
☐ State Government	☐ County Government	☐ City Government
☐ Other Government		

f) Independent Operator? ☐ Yes ☒ No
(If governmental entity, subsidiary, or part of a larger corporation, check "No".)

g) Number of Employees:
☐ 0-20; ☐ 21-100; ☒ 101-250; ☐ 251-500; or ☐ 501 or higher

h) Customer Business Tax and Filing Numbers:
(REQUIRED for Corporations and Limited Partnerships. Not Required for Individuals, Government, or Sole Proprietors)
State Franchise Tax ID Number: 32042891542
Federal Tax ID: 273573365
Texas Secretary of State Charter (filing) Number: 801334738
DUNS Number (if known): 79643841

2) APPLICATION CONTACT

If TCEQ needs additional information regarding this application, who should be contacted?

Is the application contact the same as the applicant identified above?

☐ Yes, go to Section 3). ☒ No, complete section below.

Prefix (Mr. Ms. Miss): Mr.
First/Last Name: Bernard Smith Suffix:
Title: Associate Credential: PE

Organization Name: Westlake Consultants, Inc.
Phone No.: (503) 684-0652 ext: _____ Fax Number: _____
E-mail: bsmith@westlakeconsultants.com
Mailing Address: 15115 SW Sequoia Parkway, Suite 150
Internal Routing (Mail Code, Etc.): _____
City: Tigard State: OR ZIP Code: 97224
Mailing Information if outside USA:
Territory: _____ Country Code: _____ Postal Code: _____

3) REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

If the site of your business is part of a larger business site or if other businesses were located at this site before yours, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at: http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=regent.RNSearch.

If the site is found, provide the assigned Regulated Entity Reference Number and provide the information for the site to be authorized through this application below. The site information for this authorization may vary from the larger site information.

a) TCEQ issued RE Reference Number (RN): RN _____

b) Name of project or site (the name known by the community where located):
Hidalgo Wind Farm

c) In your own words, briefly describe the primary business of the Regulated Entity: (Do not repeat the SIC and NAICS code):
Renewable Energy Company that develops wind farms

d) County (or counties if > 1) Hidalgo and Starr

e) Latitude: 26°29'1.68"N Longitude: 98°23'27.65"W

f) Does the site have a physical address?
☐ Yes, complete Section A for a physical address.
☒ No, complete Section B for site location information.

Section A: Enter the physical address for the site.
Verify the address with USPS. If the address is not recognized as a delivery address, provide the address as identified for overnight mail delivery, 911 emergency or other online map tools to confirm an address.

Physical Address of Project or Site:
Street Number: _____ Street Name: _____
City: _____ State: Texas ZIP Code: _____

Section B: Enter the site location information.
If no physical address (Street Number & Street Name), provide a written location access description to the site. (Ex.: located 2 miles west from intersection of Hwy 290 & IH35 accessible on Hwy 290 South)

Located in McCook, TX (FM 681 @ FM 490) covering approximately 75 square miles.

City where the site is located or, if not in a city, what is the nearest city:
McCook

State: Texas ZIP Code where the site is located: 78541

4) GENERAL CHARACTERISTICS

a) Is the project/site located on Indian Country Lands?

☐ Yes - If the answer is Yes, you must obtain authorization through EPA, Region 6.

☒ No

b) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?

☐ Yes - If the answer is Yes, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA, Region 6.

☒ No

c) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?
Primary SIC Code: 4931

d) If applicable, what is the Secondary SIC Code(s):

e) What is the total number of acres disturbed? 250

f) Is the project site part of a larger common plan of development or sale?

☐ Yes - If the answer is Yes, the total number of acres disturbed can be less than 5 acres.

☒ No - If the answer is No, the total number of acres disturbed must be 5 or more. If the total number of acres disturbed is less than 5 then the project site does not qualify for coverage through this Notice of Intent. Coverage will be denied. See the requirements in the general permit for small construction sites.

g) What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?
Rio Grande River

h) What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?
Rio Grande Basin 22 & 23

15

i) Is the discharge into an MS4?

☐ Yes - If the answer is Yes, provide the name of the MS4 operator below.

☒ No

If Yes, provide the name of the MS4 operator:

_____

Note: The general permit requires you to send a copy of the NOI to the MS4 operator.

j) Are any of the surface water bodies receiving discharges from the construction site on the latest EPA-approved CWA 303(d) List of impaired waters?

☐ Yes - If the answer is Yes, provide the name(s) of the impaired water body(s) below.

☒ No

If Yes, provide the name(s) of the impaired water body(s):

_____

k) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer as defined in 30 TAC Chapter 213?

☐ Yes - If the answer is Yes, complete certification below by checking "Yes."

☒ No

I certify that a copy of the TCEQ approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) is either included or referenced in the Stormwater Pollution Prevention Plan.

☐ Yes

5) CERTIFICATION

Check Yes to the certifications below. Failure to indicate Yes to ***ALL*** items may result in denial of coverage under the general permit.

a) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). ☒ Yes

b) I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas. ☒ Yes

c) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. ☒ Yes

d) I certify that a Stormwater Pollution Prevention Plan has been developed, will be implemented prior to construction and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator. ☒ Yes

Operator Certification:

I, Kristopher Cheney (Typed or printed name) Director of Project Management (Title)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code 305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature: _____ Date: 1/27/16

(Use blue ink)

Agreement Regarding County Roads and Drains

between

Hidalgo Wind Farm LLC

and

Hidalgo County, Texas

This Agreement Regarding County Roads and Drains ("Agreement"), dated as of February ___, 2016, is by and between Hidalgo Wind Farm LLC, a Delaware company admitted to do business in Texas ("Developer") and Hidalgo County, Texas ("County"), (Developer and the County being referred to herein, collectively, as the "Parties" and, individually, as a "Party").

Background

A. Developer desires to pursue the construction of a wind power project (the "Project"), consisting of wind turbines and related facilities, including, but not limited to, power collection and communication systems, site roads, pad-mount transformers, meteorological towers, an operation and maintenance building, electric substations, overhead transmission lines, switchyard, laydown yard, staging areas, and related facilities (collectively, the "Project Facilities") for an approximately 204 megawatt development in the County, that may be constructed in more than one phase.

B. As part of the construction of the Project, Developer will use certain roads, bridges, rights-of-way, opened roads, unopened roads, opened easements, unopened easements and statutorily reserved roads, being county roads and not state or municipal roads, located in the County as shown on Exhibit A attached hereto (collectively, the "Roads").

C. Developer's use of the Roads, including use by its contractors, subcontractors and suppliers, will include the operation of heavy trucks and other heavy equipment in excess of the weight or size of vehicles that customarily use the Roads to transport parts, components, facilities, materials, and equipment and to carry out other related activities during the construction of the Project.

D. The County, pursuant to Texas law, controls the roads and certain rights-of-way within the unincorporated areas of the County and may place reasonable restrictions on the use of roads and rights-of-way for the public's health, safety and welfare, including but not limited to weight or size restrictions and the placement of poles or other structures in the right-of-way.

E. In consideration of the benefits provided to the County by the Project, the County agrees to provide Developer (and its assigns) a right to use the Roads as provided herein.

NOW, THEREFORE, in consideration of the forgoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. ***Use of Roads.***

(a) The County hereby grants Developer and its contractors and subcontractors the right to use, cross, improve, upgrade, construct, and repair the Roads pursuant to the terms of this Agreement in the planning, construction, and operations phases of its planned Project to transport parts, facilities, materials, and equipment and to carry out other related activities, including the storage of certain equipment on certain closed roads and rights of way (collectively, "Developer Road Operations"). Developer Road Operations may include the operation of extremely heavy trucks and transports on the Roads. Notwithstanding the foregoing, Developer and its contractors and subcontractors, while utilizing vehicles over five (5) tons gross vehicle weight, shall not use any other roads or rights-of-way within the County for Developer Road Operations other than the Roads, or state highways, except in the case of an emergency where the prohibition on use will put the safety of persons or the property of citizens of the County at risk.

(b) Exhibit A attached hereto sets forth a depiction of (i) the Roads to be used by the Developer in Developer Road Operations and (ii) the Roads that shall be crossed by the Developer during Developer Road Operations. Developer shall coordinate all Developer Road Operations and all other matters set forth hereunder with a representative of the County designated by the County.

(c) Exhibit B attached hereto sets forth a transportation plan developed by an independent third-party of the Developer and signed and sealed by an engineer licensed to practice in the State of Texas (the "Transportation Plan"). County hereby agrees and acknowledges that it has reviewed such Transportation Plan and consents to the use of the Roads for Developer Road Operations pursuant to the terms of such Transportation Plan. In the event that Developer amends or otherwise updates said Transportation Plan, Developer shall present such amended and updated Transportation Plan to the County for its review and approval. This Agreement shall be amended to incorporate any amended or updated Transportation Plan agreed to by the Parties.

(d) Exhibit C attached hereto sets forth a sit layout plan for the Project (the "Plan") that shows the proposed turbine sites, the access road entrances, the overhead and underground collection system, and the power transformer site. The Plan may be further amended from time to time; however, any changes shall not extend beyond the boundaries of the Project area served by the Roads, as shown on Exhibit A. Such amendments shall be at the request of Developer and, if such amendments affect the Developer's use of the Roads, shall be subject to the approval of the County. All amendments shall be in writing.

(e) Exhibit D attached hereto sets forth a storm water pollution prevention plan developed by an independent third-party of the Developer (the "SWPP") and Exhibit E attached hereto sets forth the notice of intent submitted to the Texas Commission on Environmental Quality ("TCEQ NOI"). County hereby agrees and acknowledges that it has reviewed such SWPP and TCEQ NOI and consents to the use of such SWPP with respect to Developer's operations hereunder.

(f) The Parties hereby agree and acknowledge that the Parties entry into this Agreement is in lieu of any separate or additional permits issued by the County and that no permit shall be required by the County for the Developer Road Operations including, but not limited to, Developers use of all Roads, all crossing of Roads authorized hereunder and all Roads and Drainage Improvements.

(g) The Parties agree that initially this Agreement shall apply only to those Roads listed on Exhibit A; provided, however such Exhibit A may be amended by the written agreement of the Parties at any time during the period that this Agreement is effective in order to include any other county roads, bridges, rights-of-way, opened roads, unopened roads and statutorily reserved roads which Developer desires to use or to cross with the prior written agreement of the County in the construction, operation, maintenance, and repowering or decommissioning of the Project. Such amendments shall be at the request of Developer and subject to the approval of the County.

Section 2. ***Health, Safety, Security, and Environment.***

(a) Vehicles driven by Developer's employees, contractors and subcontractors will abide by local, state, and federal speed limit guidelines.

(b) In compliance with the then-current Texas Manual on Uniform Traffic Control Devices and all signs necessary for safe use of the Roads by Developer and third-parties, certain safety signs (as determined by the County in its discretion) ("Safety Signs") will be put up by Developer at all times within a reasonable distance of current construction activities when Developer's crews are working on the Roads in accordance with the Project's traffic control plan attached hereto as Exhibit F (the "TCP"). County hereby agrees and acknowledges that it has reviewed such TCP and consents to the use of such TCP with respect to Developer's operations hereunder.

(c) County acknowledges that track mounted equipment may be used on the Roads specified on Exhibit A hereto and for crossing the Roads set forth on Exhibit A hereto.

Section 3. ***Communication and Local Traffic Coordination***. Developer will appoint a designated person to coordinate the following functions during construction of the Project Facilities (the "Transportation Coordinator"):

(a) In order to facilitate communication between the Developer, and its contractors and subcontractors, and the County, the Transportation Coordinator shall meet, at least once weekly, with a designated representative of the County to discuss planned work for the upcoming week ahead, as well as any issues regarding work done during the previous week. This meeting shall primarily be for information sharing purposes and to facilitate the fulfillment of the requirements in Section 3(c) and (d) below. Should weekly meetings not be mutually desired by a designated representative of the County and the Transportation Coordinator, they may arrange a mutually agreeable alternative method of sharing information related to the Project. Transportation Coordinator shall provide information and updates as necessary to the County.

(b) If there is a limited access to a Road, the Transportation Coordinator shall notify the County by fax, email or telephone (in increasing order of preference) at least two (2) business days prior to such limited access event. In the event it is necessary for Developer to perform an emergency road closure, the Transportation Coordinator shall notify the County as soon as such a need is identified, and Developer shall accommodate any reasonable conditions to such a road closure and shall comply with the TCP in all respects. Developer shall use its best efforts to make the limited access event as short as possible in duration. Any limited access events to a Road shall be approved in advance by the County, with the understanding that the limited access event will be likely and that the Developer shall be responsible for providing timely notice thereof as provided for in this paragraph.

(c) County, Developer and its contractors and subcontractors will monitor the construction of the Project Facilities for any road safety issues, road damage during construction that need immediate repairs, Safety Signs needing replacement, or other activity requiring actions to alleviate transportation restrictions on county roads. A designated representative of the County will communicate to the Transportation Coordinator any road safety issues, damages during construction that need immediate repairs, Safety Signs needing replacement, or other activity that needs to be resolved by Developer, its contractors and subcontractors and follow-up activities will be monitored by Developer.

(d) A designated representative of the County will communicate any necessary issues associated with this Agreement with the Transportation Coordinator. Transportation Coordinator will work with County to reach agreement on how to cure issues in a timely manner.

Section 4. ***Establishing Roads and Drainage Improvements Pre-Construction Condition; Post-Construction Condition.*** Prior to the start of construction of Project Facilities, at the expense of Developer, Developer shall have the right, but not the obligation, to create a detailed video visual record and summary textual narrative of the pre-existing condition of all Roads covered under this Agreement ("Road Condition Report"). The reasonable and necessary cost of the Road Condition Report shall be paid by the Developer. Such Road Condition Report should reflect the existing drainage system, including open ditches, bridges, small structures and culvert pipes (the "Drainage Improvements"), and the direction of current flow of storm water drainage. Developer shall consult with the County regarding the means and methods to be used to create the Road Condition Report prior to commencing such work. In connection with the Road Use Report, Developer shall have the right, but not the obligation, to bore and take core samples of the Roads and perform other testing as deemed appropriate by the Developer for the purposes of determining road condition and composition and shall repair any damage caused by such boring activities. In addition, within sixty (60) days after completion of construction of the Project, Developer shall, at its cost and expense, have the right, but not the obligation, to perform a detailed video visual record and summary textual narrative of the condition of the Roads that were used by the Developer, but were not set forth in the Road and Drain Upgrade and Restoration Schedule (the "Post-Construction Roadway Condition Report"). The Post-Construction Roadway Condition Report shall include videotaping, photography and such other testing as deemed appropriate by Developer. Developer shall have the right to include additional Roads in the Post-Construction Roadway Condition Report, at its sole discretion. Developer shall deliver a copy of the Post-

Construction Roadway Condition Report to the County. The Post-Construction Roadway Condition Report shall be used to determine what damage, if any, was caused by Developer, its agents, employees and contractors during the construction of the Project and what repairs are necessary due to repair any such damage to the Roads that were used by the Developer, but were not set forth in the Road and Drain Upgrade and Restoration Schedule.

Section 5. ***Transportation Permits***. No over-weight or over-size permits will be required from the County for use of the Roads identified on Exhibit A by Developer or its contractors or subcontractors.

Section 6. ***Driveways.*** Developer will install driveways or entrances from certain Roads, including areas necessary for turning radii, on the driveway and road entrances set forth on Exhibit J, subject to the following:

(a) All expenses for the construction of driveways or road entrances will be the responsibility of Developer.

(b) Each driveway entrance from a Road will have a coordinate that will be transmitted in an electronic GIS format (ESRI shapefile or equivalent) to the County.

(c) Each driveway shall be constructed as may be necessary to maintain proper drainage of the Roads, the right-of-way, and other adjoining property located outside the right-of-ways, including the installation of a culvert pipe upon request of the County.

Section 7. ***Road Improvements and Improvements in Right of Way.*** Developer shall improve designated areas of certain Roads and improve designated intersections of certain Roads, and upgrade the base thickness and surface of the Roads as required to meet or exceed the specifications set forth on Exhibit G (the "Specifications"), subject to the following:

(a) Attached hereto as Exhibit H is Developer's plan for the upgrade and restoration of the Roads to be used in the Developer Road Operations (the "Road and Drain Upgrade and Restoration Schedule") which contains a schedule for the completion of the planned improvements to the Roads set forth on Exhibit A carried out pursuant to the Specifications (collectively, the "Roads and Drainage Improvements") and any repairs required pursuant to Section 9 and Section 10. The County hereby agrees and acknowledges that it has reviewed such Road and Drain Upgrade and Restoration Schedule and consents to said Road and Drain Upgrade and Restoration Schedule. In the event that Developer amends or otherwise updates said Road and Drain Upgrade and Restoration Schedule, Developer shall present such amended and updated Road and Drain Upgrade and Restoration Schedule to the County for its review and approval. This Agreement shall be amended to incorporate any amended or updated Road and Drain Upgrade and Restoration Schedule agreed to by the Parties. Developer shall not have any obligation to perform any upgrades or restorations for any portion of the Roads not actually used by Developer, its agents, employees and contractors and set forth on the Road and Drain Upgrade and Restoration Schedule, except as is necessary for tapering. "Commencement of Construction" shall mean earlier of the excavation of the turbine foundations or the

commencement of construction of the turbine access roads (other than the Initial Project Access Roads (defined below)).

(b) The Parties hereby agree and acknowledge that certain Construction Material Testing (as such term is defined in the Specifications), shall be required during any Road and Drainage Improvements or any repairs carried pursuant to Section 9 and Section 10. Developer shall notify County at least forty-eight (48) hours prior to any such testing and a representative of the County shall be present during such testing. All reports of Construction Material Testing shall be provided to the County and County shall confirm in writing that such testing is in accordance with the Specifications.

(c) Following the completion of the Roads and Drainage Improvements, pursuant to Section 11 herein, the County Inspector shall inspect such Roads and Drainage Improvements to reasonably confirm that such Roads and Drainage Improvements meet or exceed the Specifications. In the event that the designated representative of the Country reasonably determines that such Roads and Drainage Improvement do not meet or exceed the Specifications, Developer shall take such steps as necessary to bring such Roads and Drainage Improvements into compliance with the Specifications.

(d) Roads and Drainage Improvements required to provide material deliveries for a turbine foundation will be finished prior to construction of the turbine pads. These Roads and Drainage Improvements will be scheduled as a part of the Developer's daily plan for construction of the Project.

(e) Upon completion of construction of the Project Facilities, Roads and Drainage Improvements referenced in (a) and (c) above and any temporary culverts installed by Developer shall remain unless the County specifically requests, in writing, that such improvements be removed, or for turning radii and driveway entrances located on private property, the applicable landowner requests that the turning radii be removed.

(f) Separate permits or agreements from the County for wide-outs (turning radii) and improved corners of existing intersections are not required.

(g) Culverts across roads, in the right-of-way, and under driveways, that existed in the Project area prior to the Project and are removed during the Project activities, will be available to the County for salvage. Proper drainage shall be maintained at all times.

(h) After construction of the Project is complete, Developer shall, unless permitted otherwise, in writing, by the County, return drainage located within the public right-of-way, unopened roads and statutorily reserved roads to its existing condition as of the start of construction by repairing or replacing, as necessary, any culverts, pipes or other drainage facilities damaged in the public right-of-way and the reconstruction of any open ditches as required to provide proper drainage. The Parties acknowledge that the Developer shall address crop damage with landowners pursuant to the terms of the applicable lease.

(i) Nothing in this Agreement shall be construed as requiring County to exercise the power of eminent domain to acquire any right-of-way that Developer may need or desire.

Section 8. ***Road Crossings.*** :

(a) The Parties hereby acknowledge that the Developer shall submit a separate permit or permits to the County for approval of all of the crossings set forth on Exhibit I-1. Such permit or permits shall be the sole means governing the approval of the crossings set forth on Exhibit I-1.

(b) To the extent that the County has any rights to the Roads set forth on Exhibit I-2 or any rights to consent to the crossing of the roads set forth on Exhibit I-2, the County hereby irrevocably consents to, agrees, approves and acknowledges the underground and overhead crossing of such Roads as set forth on Exhibit I-2. The County hereby agrees and acknowledges that crossings set forth on Exhibit I-2 do not require further review, approval or bonding from the County.

(c) Developer, at its sole discretion, may cut an "open trench" across or bore under the Roads set forth on Exhibit I-2 and may bore under certain Drainage Improvements, and all trenches, boring pits and ditch excavation will be backfilled, compacted and raked to return it to the same of better condition to those prior to Commencement of Construction. Trenches shall comply with applicable OSHA standards and specifications. The County agrees that the right to cross of the Roads for transmission poles and transmission lines shall be irrevocable, but shall terminate in the event (i) the transmission lines supported by the transmission poles and underground transmission lines fail to the transmit electricity for any purpose other than avoiding the loss of the rights provided by this Agreement for a period of twenty (24) consecutive months after initial operations and (ii) Developer defaults in its obligations to maintain such transmission poles and underground transmission lines in a safe condition; provided, however, that Developer shall have the opportunity to cure any default within a reasonable time after receipt of written notice from County, except in the event that such default relates to an emergency situation, in which case Developer shall immediately cure such default.

(d) Each trench, boring or cut across any Road or any Drainage Improvement will be identified by general location and also by centerline coordinate, and upon the completion of construction, Developer will provide an as-built location.

(e) Overhead crossing transmission lines will be designed in and installed in accordance with National Electric Safety Code ("NESC") governing the clearance requirements above the roadway.

If, from time to time, County should determine, in its sole discretion, that it will widen a Road within the existing right of way, upon notice from County, Developer shall, at Developer's sole cost, as soon as reasonably possible, relocate any of the transmission poles or underground transmission lines installed pursuant to this Agreement to the extent necessary for the widening. If the transmission lines supported by the transmission poles or the underground transmission lines fail to transmit electricity for any purpose other than avoiding the loss of the rights provided by this Agreement for a period of twenty (24) consecutive months after initial operations, or if Developer defaults and fails to cure its obligations to maintain such transmission poles or

underground transmission lines in a safe condition, then Developer shall promptly remove such poles or lines.

Section 9. ***Repairing Road, Drainage Improvements, and Sign Damage During Construction.***

(a) During construction of the Project Facilities, Developer is responsible at its expense for repairing Roads, Drainage Improvements, regulatory signs and Safety Signs as necessary (to the extent of damage caused by it) to ensure the continued safe passage of the public and Developer vehicles while construction is ongoing. To the extent that a dangerous situation exits with respect to the Roads, Developer shall immediately address any necessary maintenance or repair issue. Repairs are not required to be to the Roads' pre-construction condition. With respect to damage that does not impose a danger to the safety of the public or traffic, if contacted by the County, Developer, its contractors, or subcontractors will commence the repairs required under this Section 9 within seven (7) days of notification from the County and complete such repairs within sixty (60) days. At the end of each day, the Developer shall check for damage to the Roads that were used that day and related Drainage Improvements. In the event that the damage imposes a danger to the safety of the public or traffic (i.e. damaged or removed Safety Signs), the repair and appropriate safety measures will commence as soon as possible but in no event later than ten (10) days and be completed as soon as possible upon notice from the County.

(b) During construction of the Project Facilities, Developer is responsible at its expense for dust control on Roads, where required and using commercially reasonable measures such as a dust palliative or such other dust preventative measures as reasonably required by the Developer. The County may request that dust control be applied, in which instance the measure shall be applied within fifteen (15) days. Upon expiration of the fifteen day (15) day period, the County may, without additional notice to Developer, apply the dust control at Developer's expense.

(c) If the necessary repair is not promptly undertaken by Developer within the timeframe required by this Agreement, the County may initiate the necessary repair under the terms of Sections 9, 10, and 12 of this Agreement. Developer shall pay to County amounts set forth under and the requirements of Sections 10, 11 and 12 of this Agreement with respect to any such repairs carried out by the County.

(d) Developer shall, upon request of the County or in any event, immediately upon actual notice, post necessary signs (in addition to Safety Signs) indicating unsafe conditions.

(e) All fines hereunder will be paid by the Developer within thirty (30) days of notice of a violation and request for payment from the County.

Section 10. ***Repair of Road and Drainage Damage after Construction Completion.*** Upon completion of construction of the Project Facilities, Developer will, at its sole option, repair or reimburse the County for any and all costs including, but not limited to, material, materials testing, labor, engineering, equipment costs and inspect for the repair of all damage to the Roads and for the repair of all damage to Drainage Improvements resulting from Developer's use of the

Roads (but not other causes) during the construction of the Project Facilities based on the Road and Drain Upgrade and Restoration Schedule, set forth as Exhibit H. Such repairs shall include the replacement of any damaged section corner markers and shall meet or exceed the standards set forth in the Specifications. Developer shall reconstruct the Roads or, at its sole option, shall reimburse the County for the reconstruction of the Roads. For purposes of this Agreement, damage to any Drainage Improvements may also include damages occurring within the County's forty (40) foot maintenance right-of-way, if such damage either denies, impedes, or affects the County's ability to exercise drain maintenance within its right-of-way.

The County and Developer shall determine the start date for the repair based on the site conditions. Subject to weather conditions, the agreed upon start date shall be within thirty (30) days following the date of the completion of the Project Facilities. In the event Developer elects to carry out the repairs required under this Section 10, Developer will give notice to the County of the start date of repairs and shall make such repairs within ninety (90) days after such start date. In the event that Developer elects to reimburse the County for the repairs required under this Section 10, County shall make such repairs within ninety (90) days after the start date. County hereby agrees and acknowledges that all reimbursement payments made by Developer to County shall be solely used for the reimbursement of the repairs required pursuant to this Section 10.

Section 11. ***County Inspector*.**

(a) The County may retain an inspector ("County Inspector") during construction of the Project as a result of the process set out in (b) below. The County Inspector shall inspect Developer's upgrades and repairs set forth in the Road and Drain Upgrade and Restoration Schedule and provide written acknowledgement that such upgrades and repairs have been made in accordance with this Agreement, where such is the case or, where such is not the case, so inform Developer and the County and act as liaison between Developer and the County in order to see that such repairs are brought into compliance with this Agreement. The County Inspector shall inform Developer of any damage noted by the County Inspector in the performance of the County Inspector's duties.

(b) Prior to the Commencement of Construction, the Developer shall provide the County a construction schedule based upon which the parties shall mutually agree upon the estimated number of hours that will be required of the County Inspector. County agrees to not unreasonably withhold approval of the budgeted hours. County agrees that the person or persons retained by it shall not charge the Developer more than $45 per hour. Upon agreement as to a budget for the County Inspector, Developer shall pay in advance the estimated amount of the expenses that the Developer will incur with respect to the retention of the County Inspector to perform such duties (the "Budgeted Amount"). The County agrees to deposit the Budgeted Amount in a separate account for the sole purpose of paying the fee of the County Inspector. The County shall promptly refund a portion of the advance payment to the Developer to the extent that the actual expenses incurred by the County are less than such advance payment, and the Developer shall pay to the County such an additional amount as is necessary to pay all expenses, to the extent that the actual amount of the expenses is more than the advance payment, provided, however, that such additional amount shall not exceed the Budgeted Amount by more than ten percent (10%), unless the additional cost is caused by the Developer.

(c) When Developer believes that all improvements to be carried out pursuant to Section 7 herein and as set forth in the Road and Drain Upgrade and Restoration Schedule have been completed. Not later than fifteen (15) days after receipt of such notice from Developer, the County Inspector shall inspect Roads and Drainage Improvements described in the notice from the Developer and provide written notice to Developer and the County of the County Inspector's determination that the Roads and Drainage Improvements have or have not been completed. A notice of the County Inspector's determination that the required improvements set forth in the Road and Drain Upgrade and Restoration Schedule have not been completed shall specify the additional work that still needs to be completed ("Punch List Items"). Developer may appeal this determination with respect to Roads to the County and with respect to Drainage Improvements to the County. Upon completion of the Punch List Items, Developer shall notify the County Inspector in writing and the County Inspector shall, within fifteen (15) days after receipt of notice of completion of the Punch List Items, the County Inspector shall inspect the Punch Lists Items described in the notice from the Developer and provide written notice to Developer and the County of the County Inspector's determination that the Punch List Items have or have not been completed. If Developer and the County Inspector disagree as to the completion of the Punch List Items, the Developer and the County Inspector will in good faith attempt to resolve the dispute. In the event the Developer and the County Inspector fail to resolve the dispute within thirty (30) days of the notice by the County Inspector to Developer, the Developer and County Inspector shall select a mutually agreed upon third-party neutral licensed engineer or licensed structural engineer, as applicable, to resolve the dispute within a five (5) day period. The costs of the intermediary will be paid equally by the Parties if an agreeable solution is proposed, or if not, the costs of the intermediary will be paid by the Party rejecting the intermediary-proposed solution. Either Party may reject the intermediary solution by written notice to the other Party within two (2) days after the date it is proposed by the intermediary in a writing delivered to both Parties. In the event either Party rejects such intermediary solution, either Party may propose further mediation or discussion between the Developer and the County Inspector provided, however, the Parties hereby agree and acknowledge that any further mediation or discussion shall be non-binding, neither Party shall be bound to continue such further mediation or discussion and each Party reserves all of its legal rights and remedies available to it.

The date on which the County Inspector provides notice to the County and Developer that all improvements under the Road and Drain Upgrade and Restoration Schedule have been completed pursuant to Section 7 of this Agreement shall constitute the "Completion Date" for the improvements to the Roads and Drainage Improvements for purposes of this Agreement.

Section 12. ***Reserved.***

Section 13. ***Warranty.*** Developer warrants that all workmanship performed by Developer to satisfy its obligation to make improvements and repair damage to the Roads and the Drainage Improvements resulting from their use by Developer during the construction of the Project Facilities pursuant to Sections 7, 8, 9, and 10 of this Agreement will meet or exceed the Specifications and be free from defects for a period of, with respect to Roads and Drainage Improvements, two (2) years after the Completion Date (as defined in Section 11(c) of this Agreement). THE WARRANTY SET FORTH IN THIS SECTION 13 IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CUSTOM, USAGE OR

OTHERWISE. EXCEPT AS SET FORTH IN THIS SECTION 13, THERE ARE NO OTHER WARRANTIES, AGREEMENTS OR UNDERSTANDINGS WITH RESPECT TO THE REPAIR OF THE ROADS AND NO OTHER WARRANTY, ORAL OR WRITTEN, WHICH MIGHT HAVE BEEN GIVEN BY AN EMPLOYEE, AGENT, OR REPRESENTATIVE OF DEVELOPER IS AUTHORIZED BY DEVELOPER. DEVELOPER IS NOT AND SHALL NOT BE HELD LIABLE FOR ANY ALLEGED BREACH OF THE WARRANTY GIVEN IN THIS SECTION 13 CAUSED BY OR ARISING OUT OF ORDINARY WEAR AND TEAR OR CAUSED BY A FORCE MAJEURE EVENT. Notwithstanding anything in this Agreement to the contrary, Developer shall be responsible for any damage that it or its employees, contractors, or subcontractors cause to the Roads that occur after completion of construction of the Project Facilities.

Section 14. ***Imposition of Fines.***

(a) Upon written notice to Developer (given by fax and by e-mail directed to the fax number and e-mail address provided by Developer for such purpose with a copy to the address set forth below) of Developer's default regarding the provisions of this Agreement as set out in (b) below and Developer's failure or refusal to abate, correct, or otherwise remedy such default, the County may impose a fine upon Developer, as indicated in paragraph (b) below. Fines are imposed for each day of the same incident of default after expiration of the applicable notice/cure period as set forth below. Developer shall pay all fines to the County within thirty (30) days of receipt from the County of proper notice of and request for payment of a fine. Any issuance to the Developer of a notice of and request for the payment of a fine shall be approved in advance by the County.

(b) The provisions to which the default shall subject Developer to fines, the amount of such fines, applicable notice/cure requirements, and other relevant conditions shall be as follows:

Section	**Amount**	**Notice/Cure Period**
2(b) (signage)	$300	24 hours for non-custom, non-specialty signs and 72 hours for custom or specialty signs; provided, that to the extent that a permanent sign is not available through the use of reasonable diligence, temporary signs are permissible and effective in avoidance of any fine that might otherwise be assessed.
1 (unauthorized use of Roads)	$300	Automatic upon notice from County; no cure period
9(b) (dust control)	$300	Five (5) days from request made by County pursuant to Section 9(b)
9(a) (road or drain repair)	$300	Reasonable time period under the circumstances, taking into account, among other factors, safety concerns, weather conditions, and nature of the repairs, but in the case of damage that does not impose a danger to the safety of the public or traffic, commencement of such repairs no more than seven

Section	Amount	Notice/Cure Period
		(7) days after the notice from the County under Section 9(a) and completion of such repairs related to the Project not more than fifteen (15) days after such notice; if the damage poses danger to the safety of the public, the repair shall be immediate.

Section 15. ***Miscellaneous.*** Any material changes in the use of Roads must be approved by the County and will be subject to the terms of this Agreement. Any such changes materially affecting Drainage Improvements must also be approved by the County, in its reasonable discretion.

Section 16. ***Assignment.***

(a) This Agreement shall (i) remain in full force and effect until the expiration or termination hereof; and (ii) be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

(b) Except as provided in Sections 16(c), 16(d), 16(e) and 16(f) below, no Party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other Party. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) without limiting the foregoing, in the case of the County, the County's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of the Developer pursuant to this Agreement.

(c) Developer may, without the consent of the County, but upon notice to County, assign or transfer this Agreement or any or all of its rights, interests, and obligations under this Agreement to any affiliate or subsidiary or a company that acquires substantially all the assets of Developer. Additionally, upon the prior written notice to the County and without consent of the County, Developer may assign this Agreement to a (i) public utility or (ii) a developer, provided in either instance such assignee shall have comparable experience in constructing and operating a wind project in the United States and a net worth of a minimum of $25,000,000.00 as confirmed by audited financial statements as of the most immediately prior year end. County hereby agrees and acknowledges that upon assignment pursuant to this Section 16(c), Developer shall be herby released of all of its obligations hereunder.

(d) Developer will not be required to obtain consent of the County for or in connection with (i) a corporate reorganization of Developer or any of its direct or indirect affiliates, (ii) a sale or transfer of equity interest of any direct or indirect affiliate of Developer; or (ii) a sale of any membership interests in Developer to a third party.

(e) Any assignment pursuant to this Section 16 shall be subject to the assignee agreeing in writing to be bound by the terms of this Agreement. Any notice of assignment required to be

delivered by Developer pursuant to this Section 16 shall be in writing, shall set forth the basis for the assignment, including such supporting information as may be necessary to demonstrate compliance with this Section 16, and shall be delivered to the County not less than ten (10) days prior to the effective date of the assignment. The restrictions on the Developer's ability to assign this Agreement set forth in this Section 16 shall expire ten (10) years after the date of the completion of the Project; provided however, following the expiration of such restrictions, the Developer shall still provide notice of any assignment of this Agreement to the County not less than ten (10) days prior to the effective date of the assignment and the assignee shall still agree in writing to be bound by the terms of this Agreement.

(f) Developer may, also, without the prior approval of the County, enter into any partnership or contractual arrangement, including but not limited to, a partial or conditional assignment of equitable interest in the Developer or its parent to any person or entity, including but not limited to tax equity investors, or by security, charge or otherwise encumber its interest under this Agreement for the purposes of financing the development, construction and/or operation of the Project or in connection with any other financing for the Project, mortgage, hypothecate, encumber or grant a security interest in this Agreement (any of the foregoing actions, a "Collateral Assignment") and County shall agree to execute and deliver any reasonably requested estoppels related to a Collateral Assignment. Promptly after making such encumbrance, Developer shall notify the County in writing of the name, address, and telephone and facsimile numbers of each party in favor of which Developer's interest under this Agreement has been encumbered (each such party, a "Financing Party" and together, the "Financing Parties"). Such notices shall include the names of the account managers or other representatives of the Financing Parties to whom all written and telephonic communications may be addressed. After giving the County such initial notice regarding either an Assignment or a Collateral Assignment, Developer shall promptly give the County notice of any change in the information provided in the initial notice or any revised notice. The Developer shall, in the event of any such Collateral Assignment, remain bound to the terms of this Agreement unless otherwise agreed by the County.

Section 17. ***Notices.*** All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed (registered or certified mail, postage prepaid, return receipt requested) as follows:

If to the County:

Hidalgo County, Texas
724 North Breyfogle
Mission, Texas 78574
Attn: Victor Gallardo

If to Company:

Hidalgo Wind Farm LLC
c/o EDP Renewables North America LLC
808 Travis, Suite 700
Houston, Texas 77002

Attn: General Counsel

With a copy to:

Hidalgo Wind Farm LLC
c/o EDP Renewables North America LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: Executive VP, Central Region

Section 18. ***Force Majeure Event.*** Whenever performance is required of a Party hereunder, such Party shall use all diligence and take all necessary measures in good faith to perform; provided, however, that if a Party's performance of its obligations under this Agreement is prevented, delayed, or otherwise impaired at any time due to any of the following causes, then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances: acts of God, extreme weather, war, civil commotion, riots, or damage to work in progress by reason of fire or other casualty, strikes, lock outs or other labor disputes; delays in transportation; inability to secure labor or materials in the open market; war, terrorism, sabotage, civil strife or other violence; the effect of any law, proclamation, action, demand or requirement of any government agency; or litigation contesting all or any portion of the right, title and interest of Developer or the County under this Agreement (each such cause, a "Force Majeure Event"). If either Party experiences, or anticipates that it will experience a Force Majeure Event that shall extend the time of performance by such Party of any obligation under this Agreement, then such Party shall provided prompt written notice to the other Party of the nature and the anticipated length of such delay.

Section 19. ***Governing Law and Venue.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions in such state. Any disputes arising under this Agreement between the Parties shall be decided by a court of competent jurisdiction in the State of Texas.

Section 20. ***Amendments and Integration.*** This Agreement (including Exhibits) shall constitute the complete and entire agreement between the Parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. Except as set forth in this Agreement, this Agreement may be amended only by a written agreement signed by the Parties.

Section 21. ***Exercise of Rights and Waiver.*** The failure of a Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by a Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

Section 22. ***Independent Contractor, Relation of the Parties.*** The status of Developer under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, Developer and its officers, agents, employees, and representatives shall at all times during the term of this Agreement conduct themselves in a manner consistent

with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, or representatives of the County.

Section 23. ***Severability.*** In the event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

Section 24. ***Headings and Construction.*** The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement may have been prepared by one of the Parties, the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting Party shall not apply. All Exhibits referenced in this Agreement are incorporated in and form a part of this Agreement.

Section 25. ***Counterparts.*** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 26. ***No Third-Party Beneficiary.*** No provisions of this Agreement shall in any way inure to the benefit of any person or third party so as to constitute any such person or third party as a third-party beneficiary under this Agreement, or of any one or more of the terms of this Agreement or otherwise give rise to any cause of action in any person not a Party hereto.

Section 27. ***Reserved***.

Section 28. ***Extraordinary Events.*** The Parties acknowledge that during the expected life of the Project, circumstances may arise under which it will be necessary or advisable for Developer to replace major turbine components or make repairs to turbines beyond ordinary maintenance ("Extraordinary Events"), and that transportation of turbine components on overweight or oversize vehicles on or across the Roads may be necessary. The Parties agree that it is impossible to predict the timing, nature, or extent to which the Roads may be damaged beyond the normal amount of wear and tear by such transportation. The Parties agree that at any time during the life of Project, when Developer determines Extraordinary Events reasonably, during any sixty (60) day period, require activities which will involve more than ten (10) movements of overweight or oversize vehicles on the Roads, Developer will give advance written notice of the intended movements to the County for its reasonable approval. Upon such approval, Developer agrees to reasonably coordinate such activities in substantially the same manner provided for in this Agreement.

Section 29. ***Indemnity.*** Developer shall indemnify, defend, and hold the County harmless for any and all claims, demands, suits, actions, proceedings, or causes of actions brought against County, Commissioners Court, elected officials, employees affiliates, agents and employees and permitted assignees of any of the foregoing for any judgments, liabilities,

obligations, fines, penalties, or expenses, including reasonable attorneys' fees and expenditures pertaining to third party personal injury or property damage ("Losses"), but only to the extent that such Losses arise directly from the acts of Developer in the course of performance by Developer under or in relation to or connection with this Agreement and excluding such Losses to the extent caused by the negligence of the County.

Section 30. ***Limitation on Damages.*** The Parties waive all claims against each other (and against each other's parent company and affiliates and their respective members, shareholders, officers, directors, and employees) for any consequential, incidental, indirect, special, exemplary or punitive damages (including loss of actual or anticipated profits, revenues or product loss by reason of shutdown or non-operation; increased expense of operation, borrowing or financing; loss of use or productivity; or increased cost of capital); and, regardless of whether any such claim arises out of breach of contract or warranty, tort, product liability, indemnity (other than the indemnity obligations of Developer as set forth in Section 29 with respect to Losses that arise from personal injury to third persons), contribution, strict liability or any other legal theory.

Section 31. ***Preliminary Developer Road Operations***. Notwithstanding anything to the contrary contained herein, in the event that Developer elects to commence construction on a limited basis, including but not limited to the construction and installation of turbine access roads ("Initial Project Access Roads"), and clearing and removal of trees (collectively, the "Preliminary Construction Activities"), Developer shall have the right to use certain Roads as set forth in Exhibit A-1 attached hereto ("Limited Use Roads") solely as needed for the Preliminary Construction Activities. Developer shall provide written notice to the County of its intention to proceed with the Preliminary Construction Activities and its election to use the Limited Use Roads prior to Developer's use of any of the Limited Use Roads. Notwithstanding the foregoing, Developer shall prepare a Road Condition Report with respect to the Limited Use Roads which will be used in the construction of the Initial Project Access Roads. The Developer's use of the Limited Access Roads shall not exceed the legal limit for such roads and the Developer's vehicles shall not in any circumstance be over 250,000 lbs. If the County determines that a Limited Access Road has sustained damages he may limit in his reasonable discretion the Developer's use of such Limited Access Road, County shall notify Developer of this determination immediately. Developer shall be required to repair (or cause to be repaired pursuant to Section 10 herein), any damage to the Limited Use Roads caused by Developer, its agents, employees and contractors in connection with the use of the Limited Use Roads for the Preliminary Construction Activities.

[*Signatures and Exhibits on Following Pages*]

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to sign this Agreement on its behalf as of the date first set forth above.

“DEVELOPER”

Hidalgo Wind Farm LLC

By: _____
Name: _____
Its: _____

“COUNTY”

Hidalgo County, Texas

By: _____
Name: _____
Its: _____

List of Exhibits:

Exhibit A: Roads
Exhibit A-1: Limited Use Roads
Exhibit B: Transportation Plan
Exhibit C: Wind Farm Site Plan
Exhibit D: Storm Water Pollution Prevention Plan
Exhibit E: Notice of Intent Submitted to Texas Commission on Environmental Quality
Exhibit F: Traffic Control Plan
Exhibit G: Specifications
Exhibit H: Road and Drain Upgrade and Restoration Schedule
Exhibit I-1: Road Crossings
Exhibit I-2: Easement Crossings
Exhibit J: Roads, Driveways and Road Entrances

EXHIBIT A

ROADS

See Attached

EXHIBIT A-1

LIMITED USE ROADS

See Attached

EXHIBIT B

TRANSPORTATION PLAN

See Attached

EXHIBIT C

WIND FARM SITE PLAN

See Attached

EXHIBIT D

STORM WATER POLLUTION PREVENTION PLAN

See Attached

EXHIBIT E

NOTICE OF INTENT SUBMITTED TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

See Attached

EXHIBIT F

TRAFFIC CONTROL PLAN

See Attached

EXHIBIT G

SPECIFICATIONS

See Attached

EXHIBIT H

ROAD AND DRAIN UPGRADE AND RESTORATION SCHEDULE

- Start date of the construction of the Project Facilities: February 4, 2016.
- Completion of construction of the Project Facilities: October 15, 2016.
- Start date of any repairs: No later than November 14, 2016.
- Completion date of repairs: No later than January 13, 2017.

EXHIBIT I-1

ROAD CROSSINGS

See Attached

EXHIBIT I-2

OTHER CROSSINGS

See Attached

EXHIBIT J

ROADS, DRIVEWAYS AND ROAD ENTRANCES

See Attached

List of Exhibits:

Exhibit A: Roads
Exhibit A-1: Limited Use Roads
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Exhibit I-2: Easement Crossings
Exhibit J: Roads, Driveways and Road Entrances

EXHIBIT A

ROADS

See Attached

Exhibit A: Roads

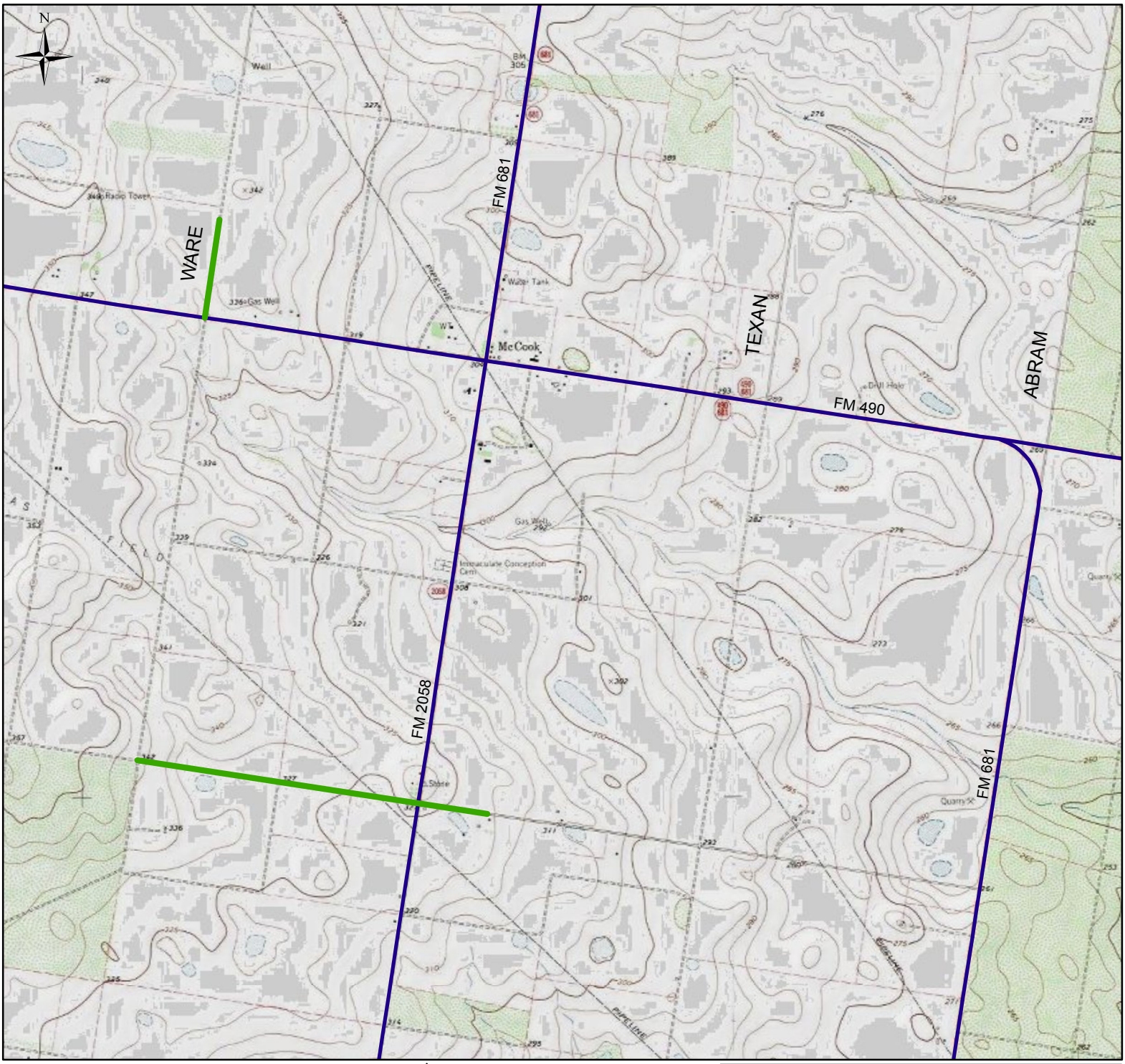
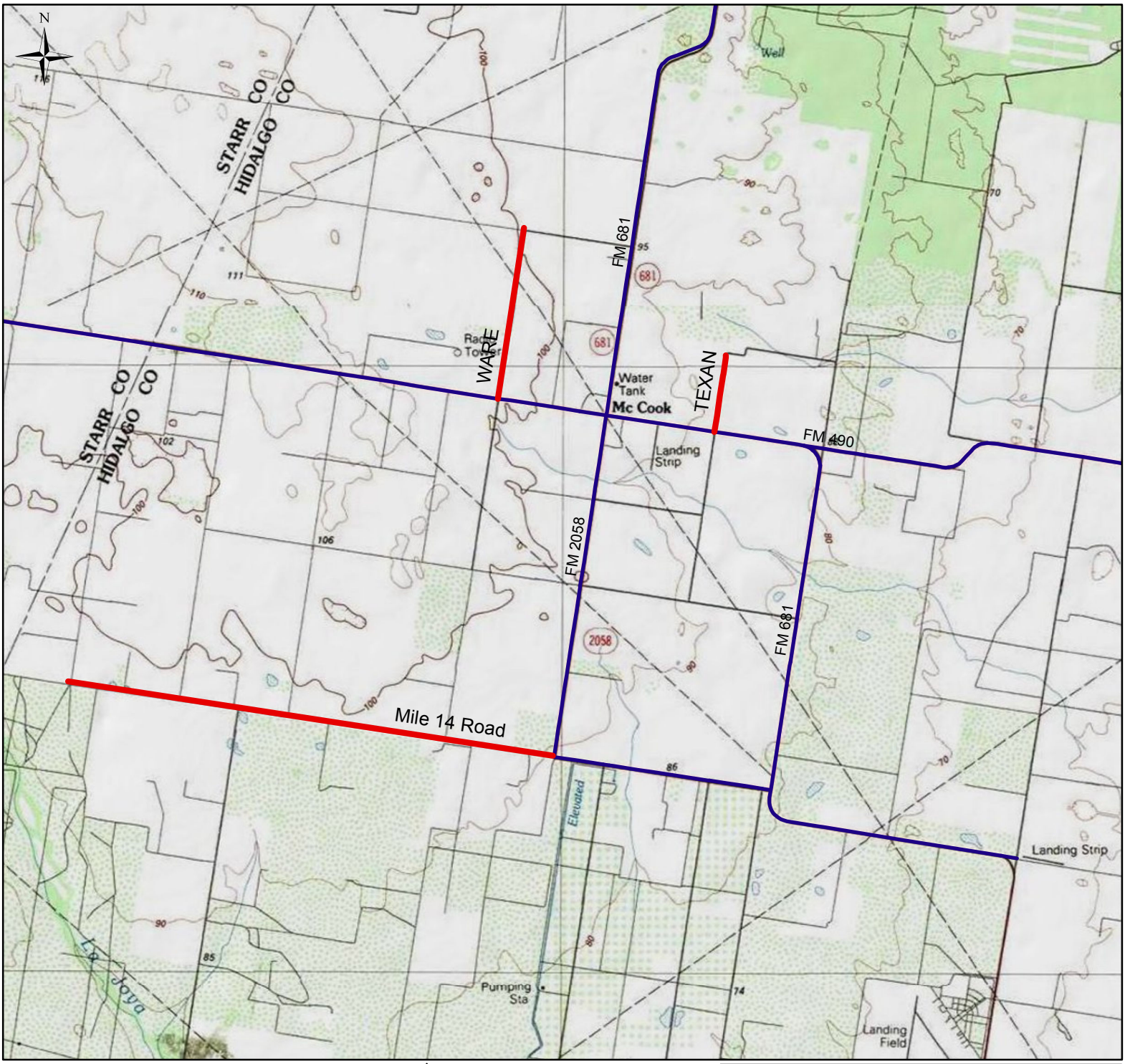


EXHIBIT A-1

LIMITED USE ROADS

See Attached

Exhibit A-1: Limited Use Roads



0 0.5 1 2 Miles

Limited Use Roads

TXDOT Roads

Author: SFK
Date / Time: 29 January 2016 / 03:53 PM
Version: n/a

Datum: North American 1983
Projection: NAD 1983 StatePlane Texas South FIPS 4205 Feet
Scale: 1:89,506

Sources: EDPR, ESRI

edp renewables

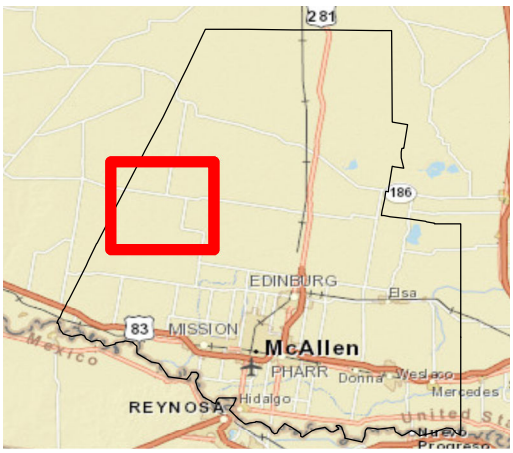


EXHIBIT B

TRANSPORTATION PLAN

See Attached

Exhibit B

Transportation Plan

for

Hidalgo Wind Farm

Hidalgo/Starr Counties, TX

January 22, 2016

Prepared by:

Westlake Consultants, Inc.
15115 SW Sequoia Parkway, Ste. 150
Tigard, OR 97224

Phone: (503) 684-0652
Fax: (503) 624-0157



1/22/16

Firm Reg. 15121

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2.1 Conditions of Public Roadways
2.2 Estimated Cost of Improving Public Roads
2.3 Turning Requirements and Ground Clearance of Delivery Trucks

APPENDICES:

Appendix A: Transportation Plan Sheets
Appendix B: Public Intersection Improvements

1.0 PROJECT OVERVIEW

1.1 Introduction

The project is a 250 MW wind farm located in Hidalgo and Starr Counties, Texas. The wind farm will consist of 125 - 2 MW wind turbines. Public roadways will be utilized to transport components and materials to the project site. Private access roadways will be constructed on-site for direct access to the turbine strings.

The wind farm components are assumed to arriving to the project site from the east, originating from Interstate 281. This plan addresses transportation issues between Interstate 281 and the various project entrances. The primary roadways used to get to the project will be State Highway FM 490. Once within the project site, additional public roadways will be utilized including FM 2058, Mile 16 Road, and County Road 4640. For truck egress, FM 681 and FM 1017 will be utilized for truck traffic returning to Interstate 281. See the Appendix for a plan showing the assumed transportation route and required public road intersection improvements.

2.0 TRANSPORTATION PLAN

2.1 Conditions of Public Roadways

The public roadways analyzed within this transportation plan are within the jurisdictions of either the State of Texas or Hidalgo County. The roadway conditions vary greatly between these two jurisdictions and are detailed below.

The Texas Department of Transportation (TxDOT) roadways to be used include FM 490, FM 1017, FM 681, and FM 2058. These roadways are typically two lane paved asphalt roadways. The state roads are in good condition, and are not expected to need improvements to handle the construction traffic for this project.

The TxDOT roadways FM 2058 and FM 681 north of the proposed project are load restricted roadways. Both roadways have a load limit of 58,420 GVW. Special permits will be required for construction traffic on the roadways per the TxDOT permit coordinator, Lynnette Villarreal (ph:956-702-6240, email:Lynnette.Villarreal@txdot.gov).

The Hidalgo County roadways to be used include, Mile 16 Road, and County Road 4640. These roadways are typically compacted caliche roadways. The roadways are visually in fair to good condition, and are not expected to require major improvements. A geotechnical investigation of the county roadways included in this report will be conducted prior to construction. The information obtained in this investigation will be used to make recommendations on required county road improvements.

County Road 4304 has been determined to be a private access road by EDPR and Hidalgo County. It is shown in the transportation plan due to the fact that it is used to access multiple additional site access roads. The turning improvement is to be utilized near the intersection of FM 490 and County Road 4304 to avoid the portion of the roadway adjacent to the non participating property owner to the east of the existing roadway. The segment of this roadway adjacent to the non-participating landowner is not to be utilized by the contractor.

2.2 Estimated Cost of Improving Public Roads

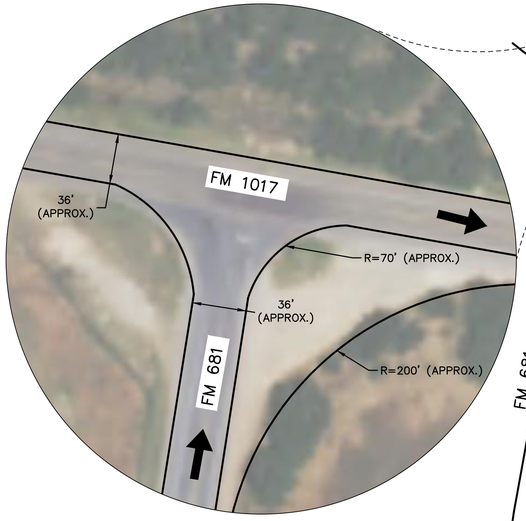
The estimated cost of improving public roadways in addition to planned intersection improvements will vary depending on damage to public roadways as a result of this project during

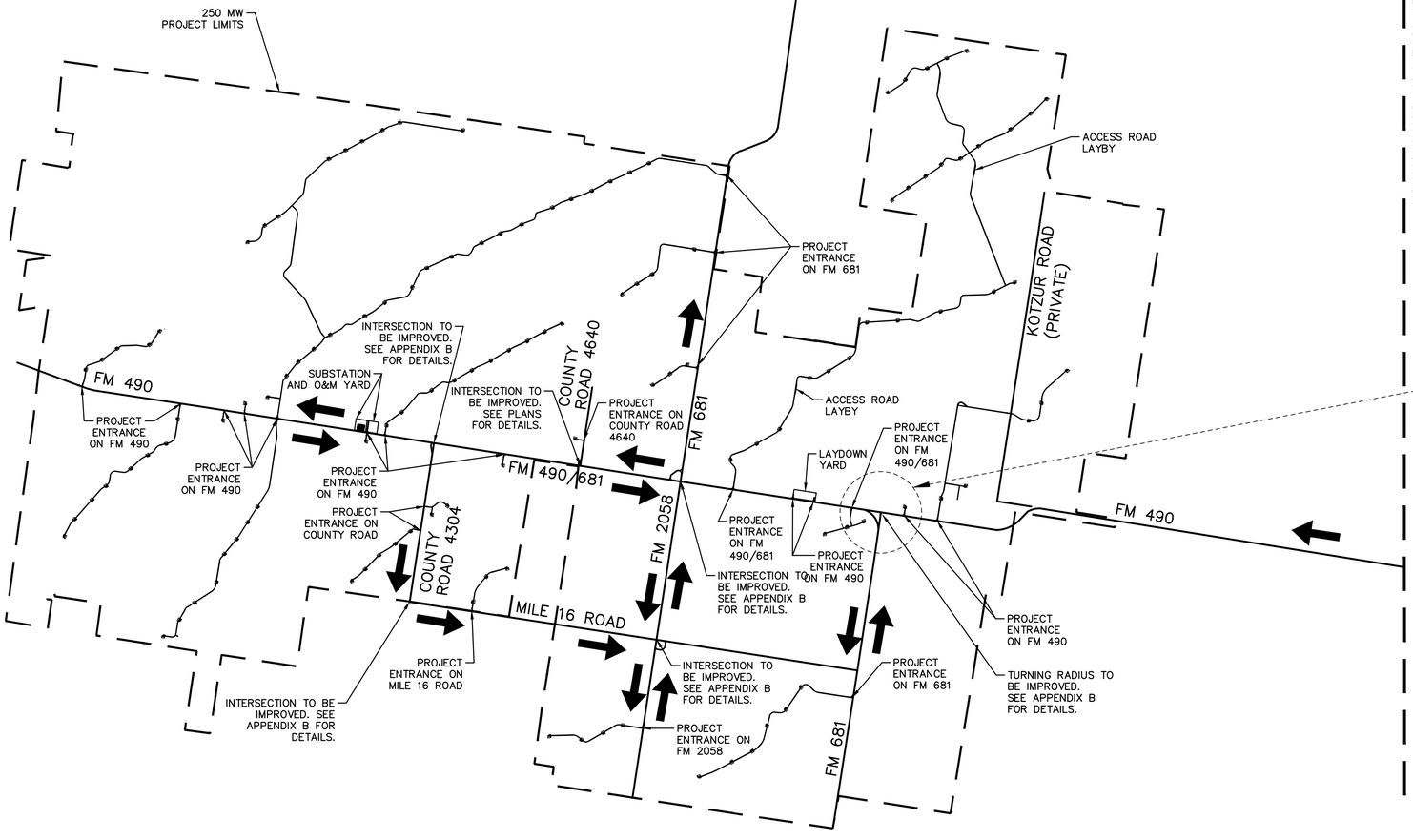
construction. All damage to public roadways will be required to be repaired to bring the roadways back to existing pre-construction conditions and will require coordination with applicable public agencies to determine the extent of repairs.

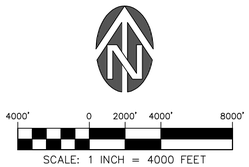
2.3 Turning Requirements and Ground Clearance of Delivery Trucks

Turning requirements were assumed per EDPR design guidelines and similar projects. On-site curves were assumed to have a minimum radius of 150', with larger radii being utilized where possible. AutoTurn software was used to analyze offsite curve and intersection adequacy utilizing a wind blade trailer with 137' long trailer detailed on the transportation plan in Appendix A. All inadequate intersections and turns have associated improvements; see Appendix B for a plan detailing these required improvements. Due to the flat nature of the topography in the project area, no ground clearance issues are expected on site.

Appendix A:
TRANSPORTATION PLAN SHEETS



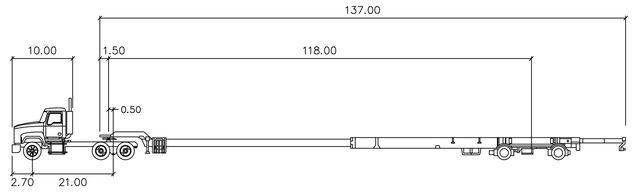




NOTES:

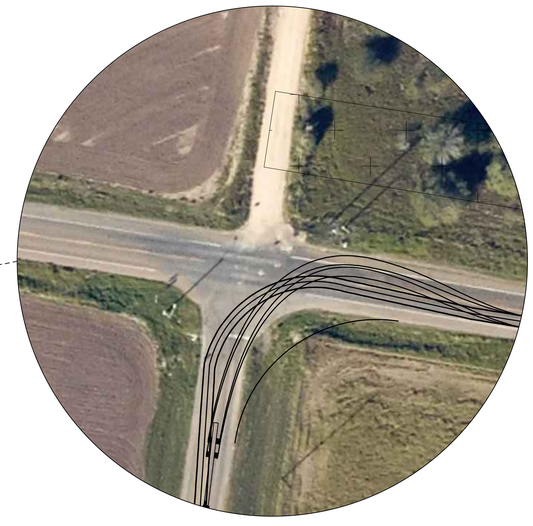
1. TURBINE DELIVERY PATH IS RECOMMENDED TO FOLLOW DIRECTIONAL ARROWS AS SHOWN. PROJECT ACCESS FROM US 281 IS ON FM 490. THE TRUCK RETURN ROUTE IS ON FM 681 AND FM 1017 AS SHOWN WITH DIRECTIONAL ARROWS.
2. TURBINE DELIVERY CONTRACTOR TO VERIFY THE TRAVEL ROUTE AND OBTAIN REQUIRED PERMITS.
3. TURBINE DELIVERY CONTRACTOR TO MAINTAIN PROPER TRAFFIC CONTROL AT ALL TIMES DURING CONSTRUCTION PER MUTCD AND JURISDICTIONAL STANDARDS.

DESIGN VEHICLE



Wind Blade Trailer — feet

Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 3.00	Steering Angle	: 40.0
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailor Track	: 8.00		



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PACIFIC CORPORATE CENTER
15115 S.W. SEQUOIA PARKWAY SUITE 150
TIGARD, OREGON 97224
(503) 684-0652
FAX (503) 624-0157

HIDALGO WIND FARM

HIDALGO AND STARR COUNTIES, TX

TRANSPORTATION PLAN

WESTLAKE CONSULTANTS, INC.

STATE OF TEXAS
BERNARD R. SMITH
106839
LICENSED
PROFESSIONAL ENGINEER

FIRM REGISTRATION NO. 15,121

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REVISIONS	DATE	DESCRIPTION	DESIGN BY:	CHECKED BY:

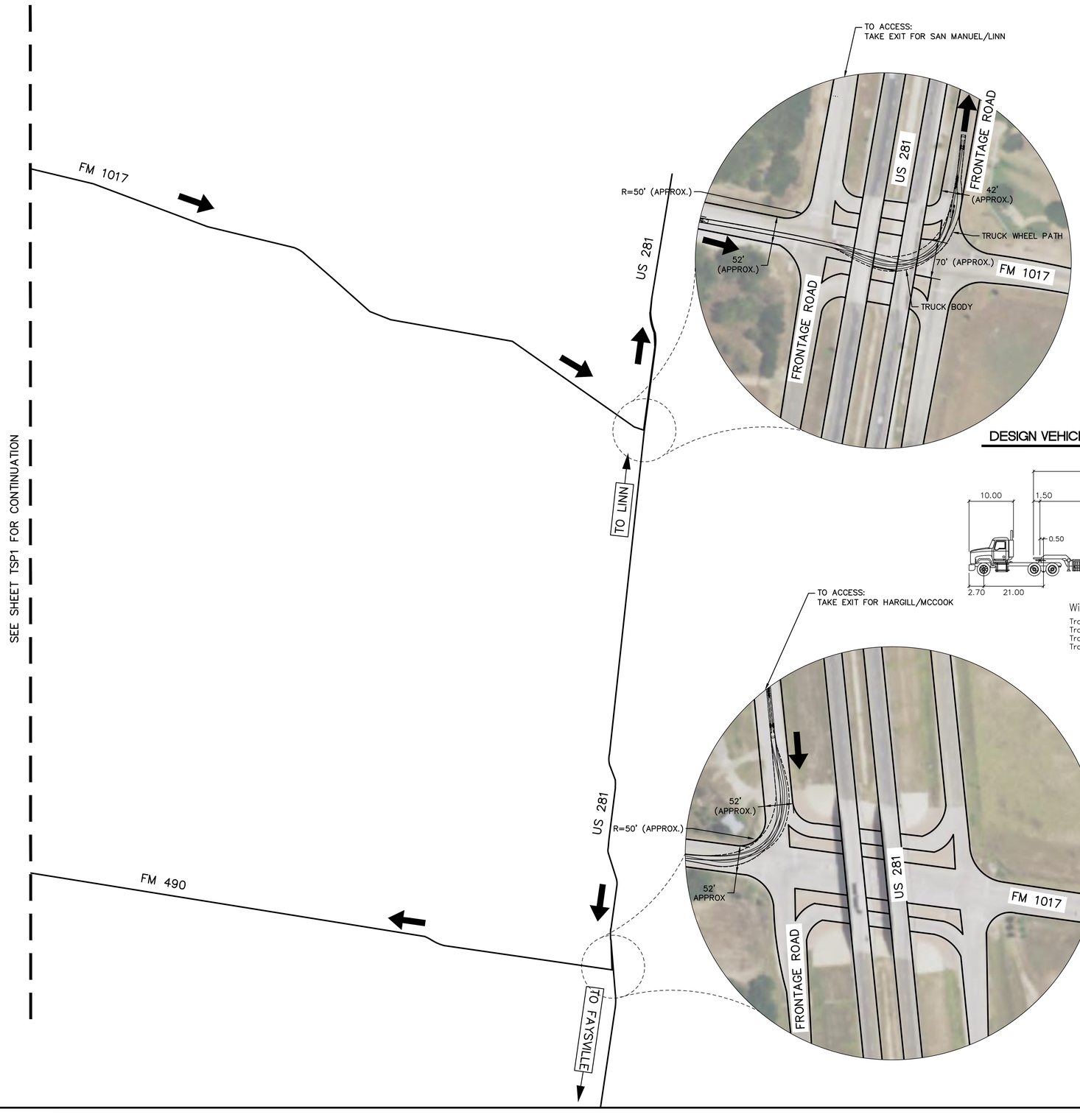
SHEET TSP1

JOB NO. 2394-01

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239401 TSP



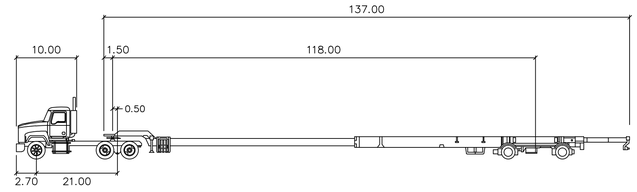
4000' 0 2000' 4000' 8000'

SCALE: 1 INCH = 4000 FEET

NOTES:

1. TURBINE DELIVERY PATH IS RECOMMENDED TO FOLLOW DIRECTIONAL ARROWS AS SHOWN. PROJECT ACCESS FROM US 281 IS ON FM 490. THE TRUCK RETURN ROUTE IS ON FM 681 AND FM 1017 AS SHOWN WITH DIRECTIONAL ARROWS.
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Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailor Track	: 8.00		

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HIDALGO WIND FARM

HIDALGO AND STARR COUNTIES, TX

TRANSPORTATION PLAN

BRS 1/22/16

WESTLAKE CONSULTANTS, INC.

STATE OF TEXAS
BERNARD R. SMITH
106839
LICENSED
PROFESSIONAL ENGINEER

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SHEET TSP2

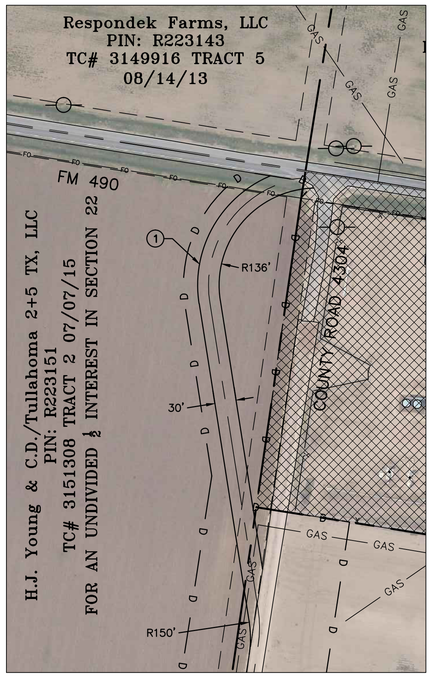
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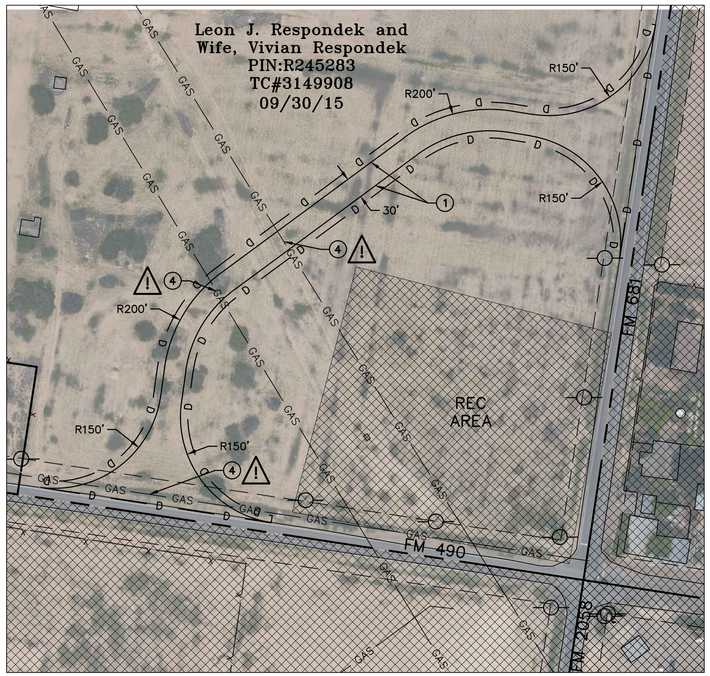
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239401 TSP2

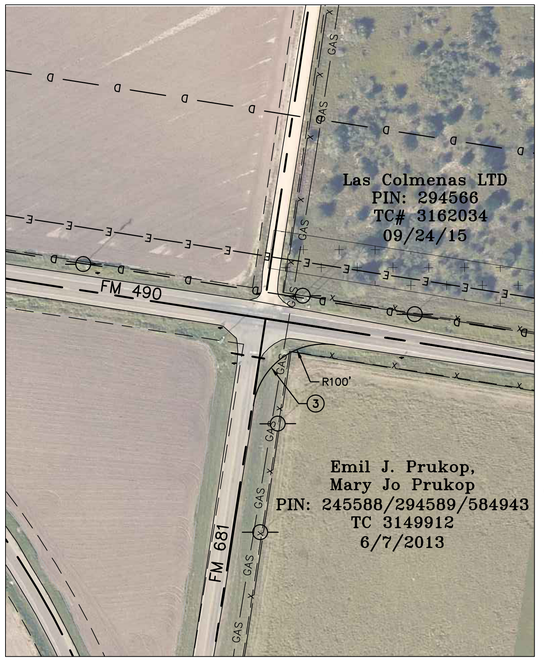
Appendix B:
PUBLIC INTERSECTION IMPROVEMENTS



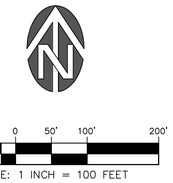
INTERSECTION - FM 490 AND COUNTY ROAD 4304
1"=100'



INTERSECTION - FM 490 AND FM 681
1"=100'



KOTZUR ROAD TURNING IMPROVEMENT
1"=100'



SCALE: 1 INCH = 100 FEET

CONSTRUCTION KEYNOTES:

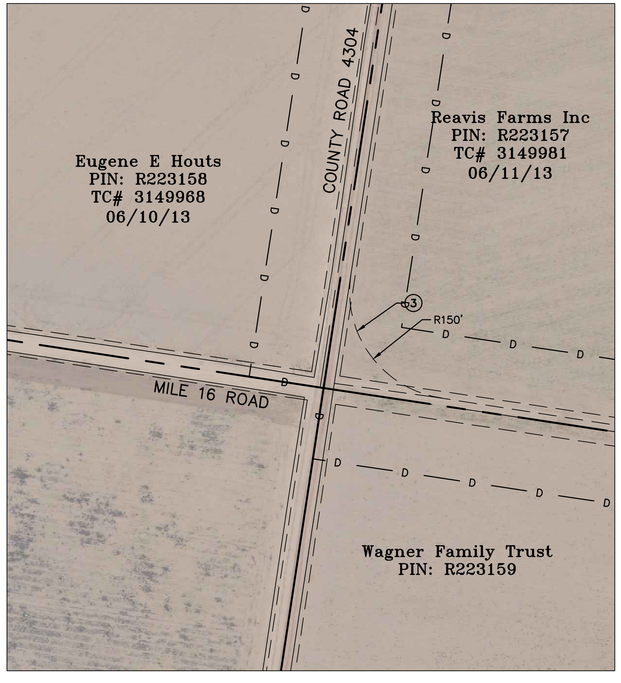
1. EDGE OF GRAVEL
3. EDGE OF COMPACTED SUBGRADE
4. APPROXIMATE LOCATION OF UNDERGROUND PIPE. ROAD CROSSING TO MEET PIPE COMPANY'S CROSSING REQUIREMENTS. SEE PIPE CROSSING DETAIL ON SHEET 103.
15. EXISTING FENCE TO BE REMOVED AT PUBLIC ROAD INTERSECTION IMPROVEMENTS. FENCE TO BE REPLACED IN KIND FOLLOWNG CONSTRUCTION.

TXDOT INTERSECTION GENERAL NOTES:

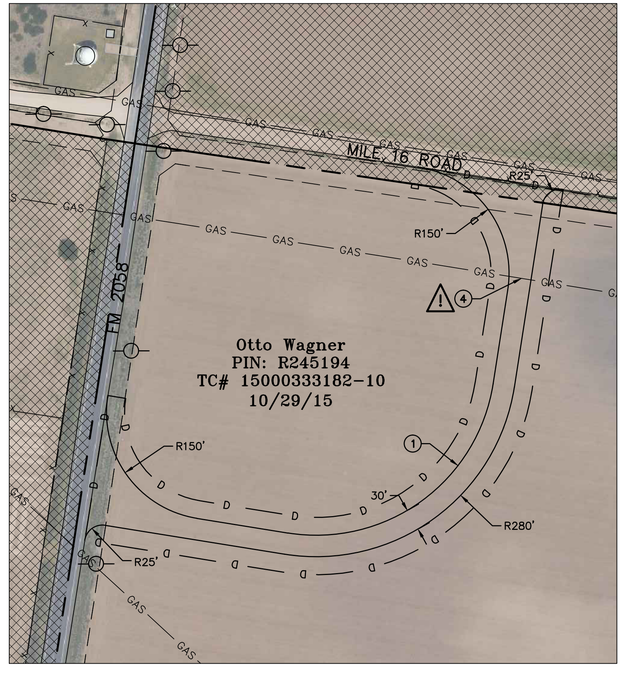
1. CONTRACTOR TO MAINTAIN PROPER TRAFFIC CONTROL DURING CONSTRUCTION PER TXDOT STANDARDS. COORDINATE WITH TXDOT INSPECTOR PRIOR TO AND DURING CONSTRUCTION.
2. CONTRACTOR TO MAINTAIN THE EXISTING DRAINAGE PATTERNS AT THE PROPOSED INTERSECTION IMPROVEMENTS BY UTILIZING GRADING AND CULVERT EXTENSIONS AS REQUIRED. COORDINATE WITH TXDOT INSPECTOR PRIOR TO AND DURING CONSTRUCTION.
3. CONTRACTOR TO COORDINATE WITH TXDOT ON ANY SIGNAGE THAT WILL REQUIRE TEMPORARY RELOCATION OR REMOVAL. CONTRACTOR TO FOLLOW ALL TXDOT STANDARDS.

GENERAL NOTES

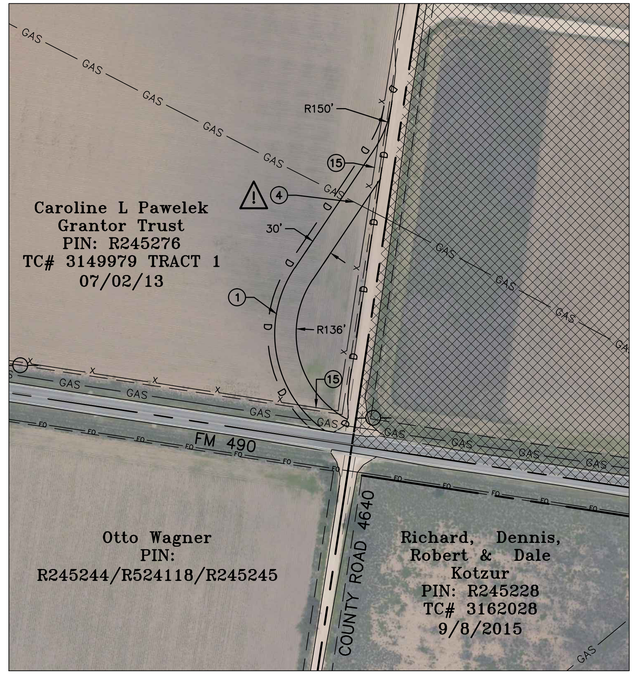
1. CONTRACTOR TO REMOVE ALL PUBLIC INTERSECTION IMPROVEMENTS FOLLOWING CONSTRUCTION.
2. REPLACE FENCE IN KIND IF ENCOUNTERED AT END OF CONSTRUCTION.



INTERSECTION - MILE 16 ROAD AND COUNTY ROAD 4304
1"=100'



INTERSECTION - FM 2058 AND MILE 16 ROAD
1"=100'



INTERSECTION - FM 490 AND COUNTY ROAD 4640
1"=100'

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HIDALGO WIND FARM

HIDALGO AND STARR COUNTIES, TX

PUBLIC INTERSECTION IMPROVEMENTS

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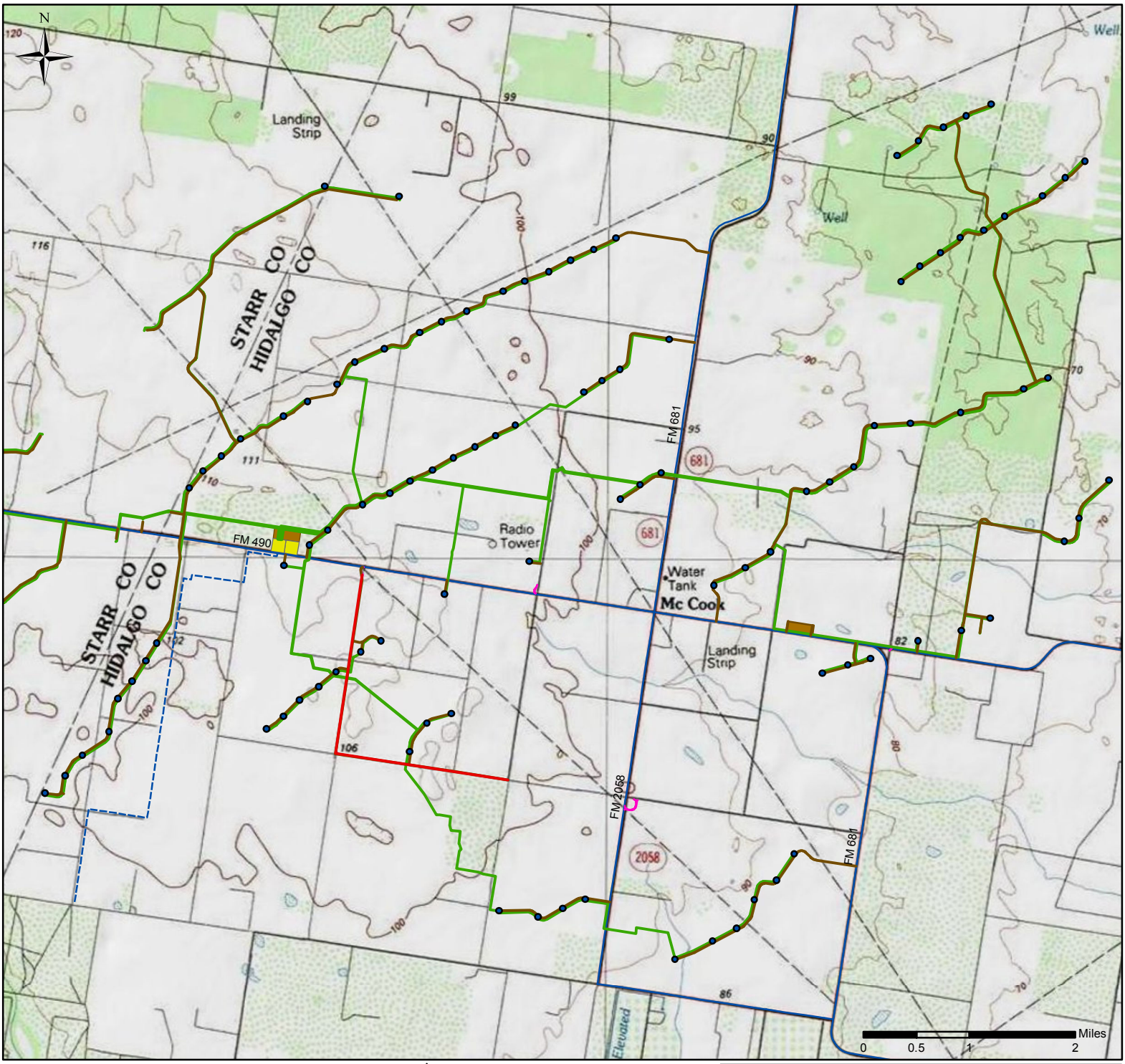
2394016

EXHIBIT C

WIND FARM SITE PLAN

See Attached

Exhibit C: Wind Farm Site Plan



- Turbines
- Access Roads on Section Line
- Site Access Roads
- Underground Collection
- Transmission
- Hidalgo Turning Improvements
- Roads
- Substation, O&M
- Laydown Yard Options

Author: SFK
Date / Time: 27 January 2016 / 12:12 PM
Version: n/a

Datum: North American 1983
Projection: NAD 1983 StatePlane Texas South FIPS 4205 Feet
Scale: 1:82,318

Sources: EDPR, ESRI

edp renewables

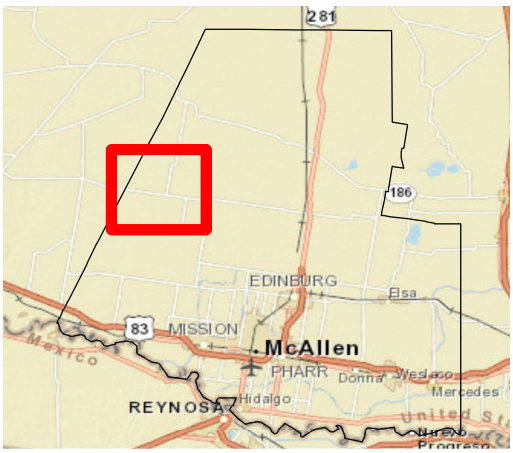


EXHIBIT D

STORM WATER POLLUTION PREVENTION PLAN

See Attached

STORMWATER POLLUTION PREVENTION PLAN

for

Hidalgo Wind Farm LLC

Legally Responsible Person (LRP):

EDP Renewables
808 Travis St., Suite 700
Houston, Texas 77002
LRP – Andrew Young
312-435-1295

Approved Signatory:

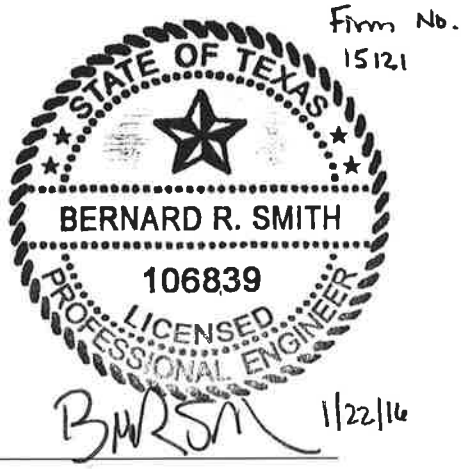
Mr. Ken Ripper, PE, Executive Vice President Technical Department EDP Renewables

Project Site:

McCook, Texas (FM 681 @ FM 490) covering approximately 75 square miles

SWPPP Prepared by:

Westlake Consultants, Inc.
15115 SW Sequoia Parkway, Suite 150
Tigard, OR 97224
QSD – Bernard Smith, PE



SWPPP Preparation Date

01/22/2016

Estimated Project Dates:

Start of Construction	Completion of Construction
02/16	12/16

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2.1.3 Existing Drainage 4

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4.1 BMP Inspection and Maintenance 7

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Revision and Update Log

Project Name: Hidalgo Wind Farm, LLC

Project Number/ID

Revision No.	Date	Brief Description, include section and page number	Prepared and Approved By
			Name:
			Name:
			Name:
			Name:
			Name:
			Name:
			Name:
			Name:
			Name:

Section 1 SWPPP Requirements

1.1 INTRODUCTION

The Hidalgo Wind Farm project is located within an approximate 61 square mile area near McCook, Texas at the intersection of FM 681 at FM 490. The project spans Hidalgo and Starr Counties. The property is privately owned and leased by Hidalgo Wind Farm LLC and is being developed by EDP Renewables. The project location is shown on the Site Map in Appendix A.

There are no receiving waters to the state; however, this Stormwater Pollution Prevention Plan (SWPPP) is designed to comply with ordinance B-652 (Storm Water Pollution Control Ordinance), and the Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ) regulations. This SWPPP is designed to address the following:

- Pollutants and their sources, including sources of sediment associated with construction and construction site erosion and other activities associated with construction activity;
- Site BMPs that are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity to the Best Available Technology/Best Control Technology (BAT/BCT) standard;

1.2 SWPPP AVAILABILITY AND IMPLEMENTATION

The discharger shall make the SWPPP available at the construction site or, if the site is inactive or does not have an on-site location to store the plan, a notice must be posted describing the location of the SWPPP. The SWPPP must be made readily available at the time of an on-site inspection to: the executive director; a federal, state, or local agency approving sediment and erosion plans, grading plans, or stormwater management plans; local government officials; and the operator of a municipal separate storm sewer receiving discharges from the site. If the SWPPP is retained off-site, then it shall be made available as soon as reasonably possible. In most instances, it is reasonable that the SWPPP shall be made available within 24 hours of the request.

The SWPPP shall be implemented concurrently with the start of ground disturbing activities.

1.3 SWPPP REVISIONS AND UPDATES

The SWPPP should be revised whenever the following occurs:

- A change in design, construction, operation or maintenance that has a significant effect on the discharge of pollutants and that has not been previously addressed in the SWPPP
- Changing site conditions based on updated plans and specifications, new operators, new areas of responsibility, and changes in BMPs; or
- Results of inspections or investigations by site operators, operators of a municipal separate storm sewer system receiving the discharge, authorized TCEQ personnel, or a federal, state or local agency approving sediment and erosion plans indicate the SWPPP is proving ineffective in eliminating or significantly minimizing pollutants in discharges authorized under the general permit

1.4 RECORD KEEPING AND REPORTING

A description of spills and similar incidents, plus additional information that is obtained regarding the quality and quantity of stormwater discharges must be included in the SWPPP. Inspection and maintenance activities must be documented and records of those inspection and maintenance activities must be incorporated in the SWPPP. Records should include dates of major grading activities, dates when construction stops temporarily or permanently, and the date when stabilization is initiated.

The permittee shall prepare and include in the SWPPP a report summarizing the scope of the evaluation, the personnel making the evaluation, the date(s) of the evaluation, major observations relating to the implementation of the SWPPP, and actions taken in response to the findings of the evaluation. Where the report does not identify incidences of noncompliance, the report must contain a statement that the evaluation did not identify any incidence(s), and the report must be signed according to 30 TAC §305.128, relating to Signatories to Reports.

1.5 NOTICE OF TERMINATION (NOT)

A Notice of Termination (NOT) must be submitted on a form supplied by the executive director. Authorization to discharge under the general permit terminates at the midnight on the day the NOT is postmarked for delivery to the TCEQ. Compliance with the conditions and requirements of the general permit is required until a NOT is submitted.

Section 2 Project Information

2.1 PROJECT AND SITE DESCRIPTION

2.1.1 Site Description

The Hidalgo Wind Farm project comprises approximately 61 square miles and is located near McCook, Texas at the intersection of FM 681 at FM 490. The project spans Hidalgo and Starr Counties. The property is privately owned and leased by Hidalgo Wind Farm LLC and is being developed by EDP Renewables. The project location is shown on the Site Map in Appendix A.

2.1.2 Existing Conditions

As of the initial date of this SWPPP, the project site is predominately rural farmland with existing gas infrastructure.

2.1.3 Existing Drainage

There are no receiving waters to the state for this project. The existing rural farmland area is relatively flat and has roadside ditches which collect and convey stormwater.

2.1.4 Project Description

The development will include the construction of a 250 MW wind energy facility consisting of 125 turbines, overhead transmission lines, underground collection lines, substation, operation and maintenance facility, and supporting infrastructure. Approximately 40 miles of access roads will be constructed. Project grading will occur on approximately 250 acres of the project, which comprises less than 1 percent of the total area. The limits of grading are shown on Sheets EC1-EC4. Grading will include both cut and fill activities. Construction activities under this permit will not be phased.

2.1.5 Developed Condition

Post construction surface drainage will be directed to existing drainages present on-site. No surface drainage will be diverted to another basin area.

2.2 CONSTRUCTION SCHEDULE

Site construction is expected to occur between 02/16 and 12/16. No project phasing will occur.

2.3 POTENTIAL CONSTRUCTION ACTIVITY AND POLLUTANT SOURCES

Anticipated construction activities are grading and development, streets and utilities, vertical construction and stabilization. These activities and associated materials will or could potentially contribute pollutants, other than sediment, to stormwater runoff.

The anticipated activities and associated pollutants were used to select the Best Management Practices for the project. Location of anticipated pollutants and associated BMPs are show on Sheets EC1-EC4.

2.4 IDENTIFICATION OF NON-STORMWATER DISCHARGES

Non-stormwater discharges consist of discharges which do not originate from precipitation events. The General Permit provides allowances for specified non-stormwater discharges that do not cause erosion or carry other pollutants.

Non-stormwater discharges into storm drainage systems or waterways, which are not authorized under the General Permit and listed in the SWPPP, or authorized under a separate NPDES permit, are prohibited.

Non-stormwater discharges that are authorized from this project site include the following:

- NONE

Section 3 Best Management Practices (BMPs)

3.1 EROSION AND SEDIMENT CONTROL

Erosion and sediment controls are required by the General Permit to provide effective reduction or elimination of sediment related pollutants in stormwater discharges and authorized non-stormwater discharges from the Site. Applicable BMPs are identified in this section for erosion control, sediment control, tracking control, and wind erosion control. When final stabilization is achieved removal of all temporary sediment and erosion control measures is required along with a filing of a Notice of Termination.

3.2.1 Erosion Control

Erosion control, also referred to as soil stabilization, consists of source control measures that are designed to prevent soil particles from detaching and becoming transported in stormwater runoff. Erosion control BMPs protect the soil surface by covering and/or binding soil particles.

This construction project will implement the following practices to provide effective temporary and final erosion control during construction:

1. Preserve existing vegetation where required and when feasible.
2. The area of soil disturbing operations shall be controlled such that the Contractor is able to implement erosion control BMPs quickly and effectively.
3. Stabilize non-active areas within 14 days of cessation of construction activities or sooner if stipulated by local requirements.
4. Control erosion in concentrated flow paths by applying erosion control blankets, check dams, erosion control seeding or alternate methods.
5. Prior to the completion of construction, apply permanent erosion control to remaining disturbed soil areas.

Sufficient erosion control materials shall be maintained onsite to allow implementation in conformance with this SWPPP.

3.2.2 Sediment Controls

Sediment controls are temporary or permanent structural measures that are intended to complement the selected erosion control measures and reduce sediment discharges from active construction areas. Sediment controls are designed to intercept and settle out soil particles that have been detached and transported by the force of water.

1. Silt fence
2. Construction entrance
3. Riprap outfall where needed

Section 4 BMP Inspection and Maintenance

4.1 BMP INSPECTION AND SITE MAINTENANCE

The General Permit requires inspections of BMPs once every 2 weeks and 24 hours after a storm event of 0.5 inches or more. Alternately, inspections may be performed once every 7 days without additional inspections after rain events. A BMP inspection checklist must be filled out for inspections and maintained on-site with the SWPPP. An example report is provided in Appendix B. The inspection report should include:

1. Inspector's name and qualifications
2. Date of inspection
3. Disturbed areas of the construction site that have not been stabilized
4. Areas used for storage of materials that are exposed to precipitation
5. Structural control measures
6. Location where vehicles enter or exit the site
7. Identification of measures that need to be maintained, modified, or added to correct problems (and specify update of plan within 7 calendar days)

Site maintenance includes:

1. The inspection of adjacent areas daily and the pick up of construction waste materials, debris, and fugitive sediment that have blown or wasted off-site.

2. Maintenance of all erosion and sediment control measures and other protective measures to ensure effective operating conditions.

3. Sediment removal from controls when design capacity is reduced by 50%.

Appendix A: Site Maps



LEGEND

—— GAS —— GAS ——	UG GAS PIPELINE
——E——E——E——	UG ELECTRICAL
———	ROAD
●	TURBINE

EROSION SEDIMENT CONTROL KEY NOTES

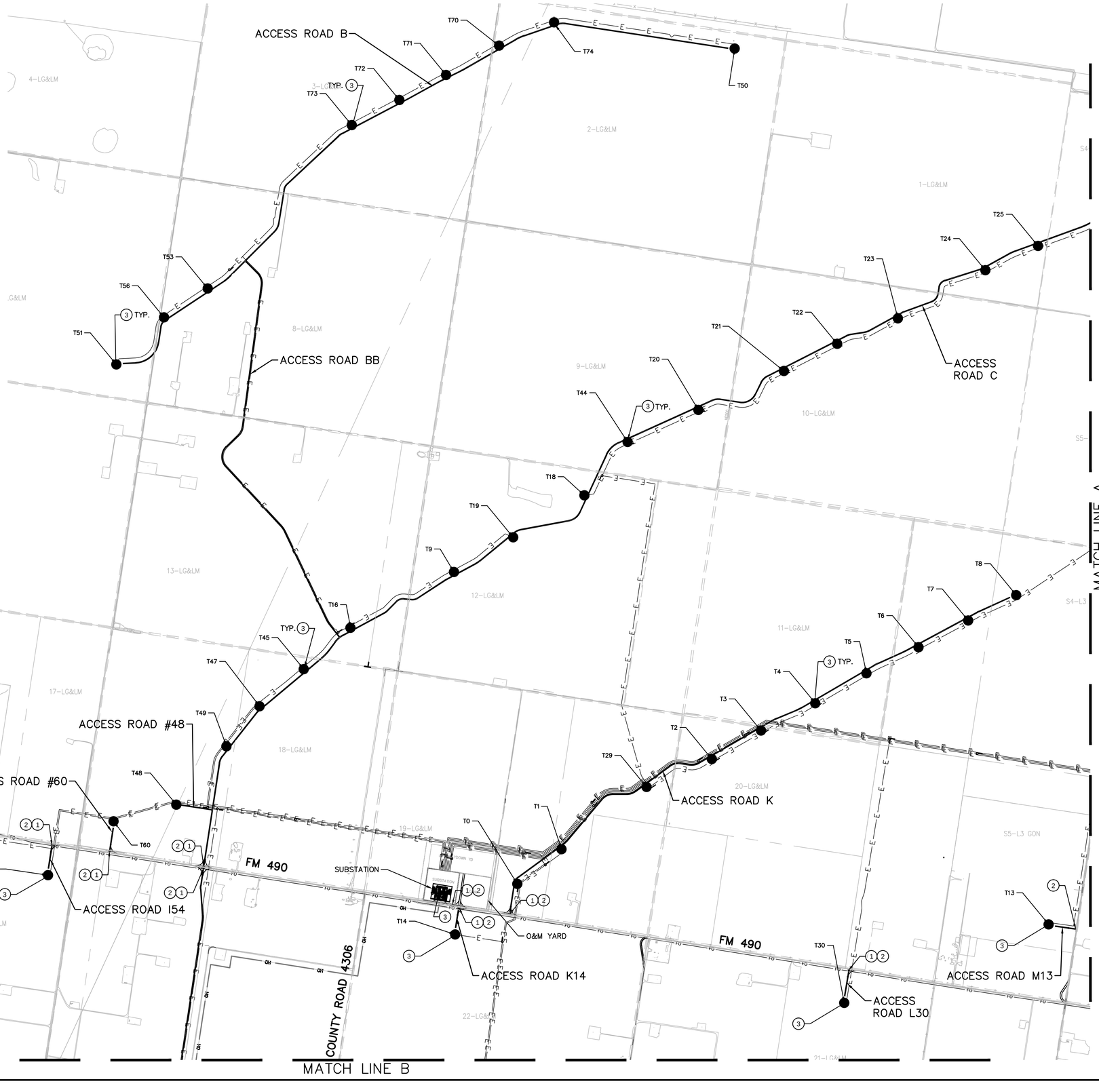
① INSTALL OUTLET PROTECTION RIP RAP. SEE DETAIL SHEET 95.

② INSTALL CONSTRUCTION ENTRANCE. SEE DETAIL SHEET 95.

③ PROVIDE CONCRETE WASHOUT AREAS TO COLLECT AND RETAIN ALL CONCRETE WASHOUT WATER AND SOLIDS IN LEAK PROOF CONTAINERS.

EROSION SEDIMENT CONTROL GENERAL NOTES

1. INSTALL SEDIMENT FENCE ON DOWN GRADIENT SIDES OF THE CONSTRUCTION SITE AS NEEDED. SEE DETAIL SHEET 95.
2. SEE GENERAL EROSION CONTROL NOTES ON SHEET 95.



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FAX (503) 624-0157 (503) 684-0652

HIDALGO WIND FARM

HIDALGO AND STARR COUNTIES, TX

EROSION CONTROL PLAN

MATCH LINE A

BernSmith 1/22/16
WESTLAKE CONSULTANTS, INC.

STATE OF TEXAS
BERNARD R. SMITH
106839
LICENSED PROFESSIONAL ENGINEER

FIRM REGISTRATION NO. 15,121

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REVISIONS	DATE	DESCRIPTION	DESIGN BY:	CHECKED BY:

SHEET EC1

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23940 1EC1

1000' 0 500' 1000' 2000'

SCALE: 1 INCH = 1000 FEET

LEGEND

- GAS — GAS — UG GAS PIPELINE
- E — E — E — UG ELECTRICAL
- ROAD
- TURBINE

EROSION SEDIMENT CONTROL KEY NOTES

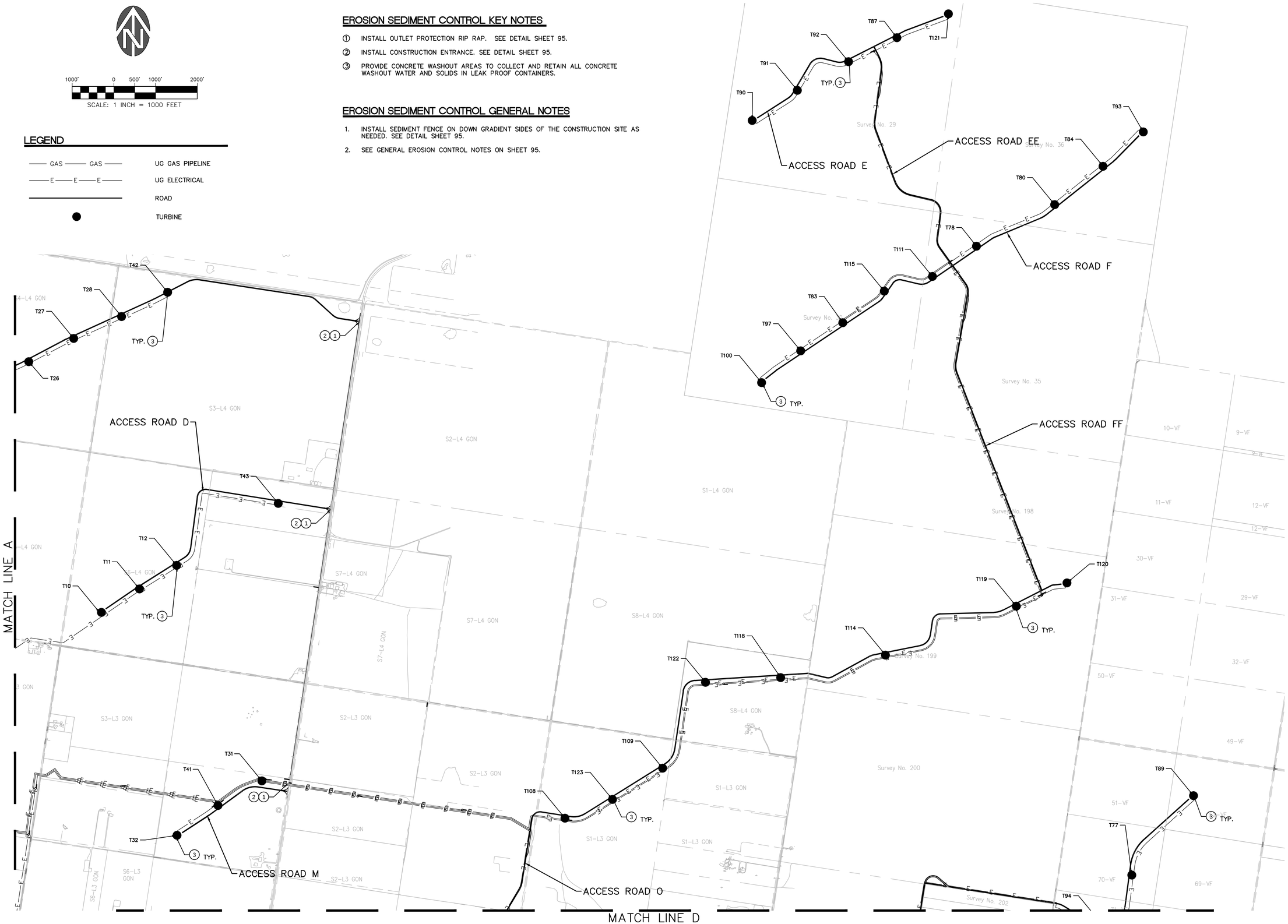
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HIDALGO WIND FARM

HIDALGO AND STARR COUNTIES, TX

EROSION CONTROL PLAN

B.R.S. 1/22/16

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2394 01EC2

MATCH LINE D

MATCH LINE C

ACCESS ROAD M13

ACCESS ROAD O

ACCESS ROAD R NORTH

ACCESS ROAD R SOUTH

ACCESS ROAD R82

ACCESS ROAD QQ

ACCESS ROAD Q

ACCESS ROAD P

ACCESS ROAD S

LAYDOWN YARD

MCCOOK

FM 681

FM 490/681

FM 2058

COUNTY ROAD 4640

TEXAN ROAD

ABRAM ROAD

MILE 17 ROAD

T13 T94 T112 T95 T110 T75 T116 T82 T81 T99 T104 T106 T103 T76 T105 T85 T88 T96 T107 T101 T79

TYP.

Survey No. 201

Survey No. 202

Survey No. 204

EROSION SEDIMENT CONTROL KEY NOTES

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1000' 0 500' 1000' 2000'

SCALE: 1 INCH = 1000 FEET

LEGEND

GAS GAS — UG GAS PIPELINE

E E E — UG ELECTRICAL

ROAD

TURBINE

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HIDALGO WIND FARM

HIDALGO AND STARR COUNTIES, TX

EROSION CONTROL PLAN

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DATE			

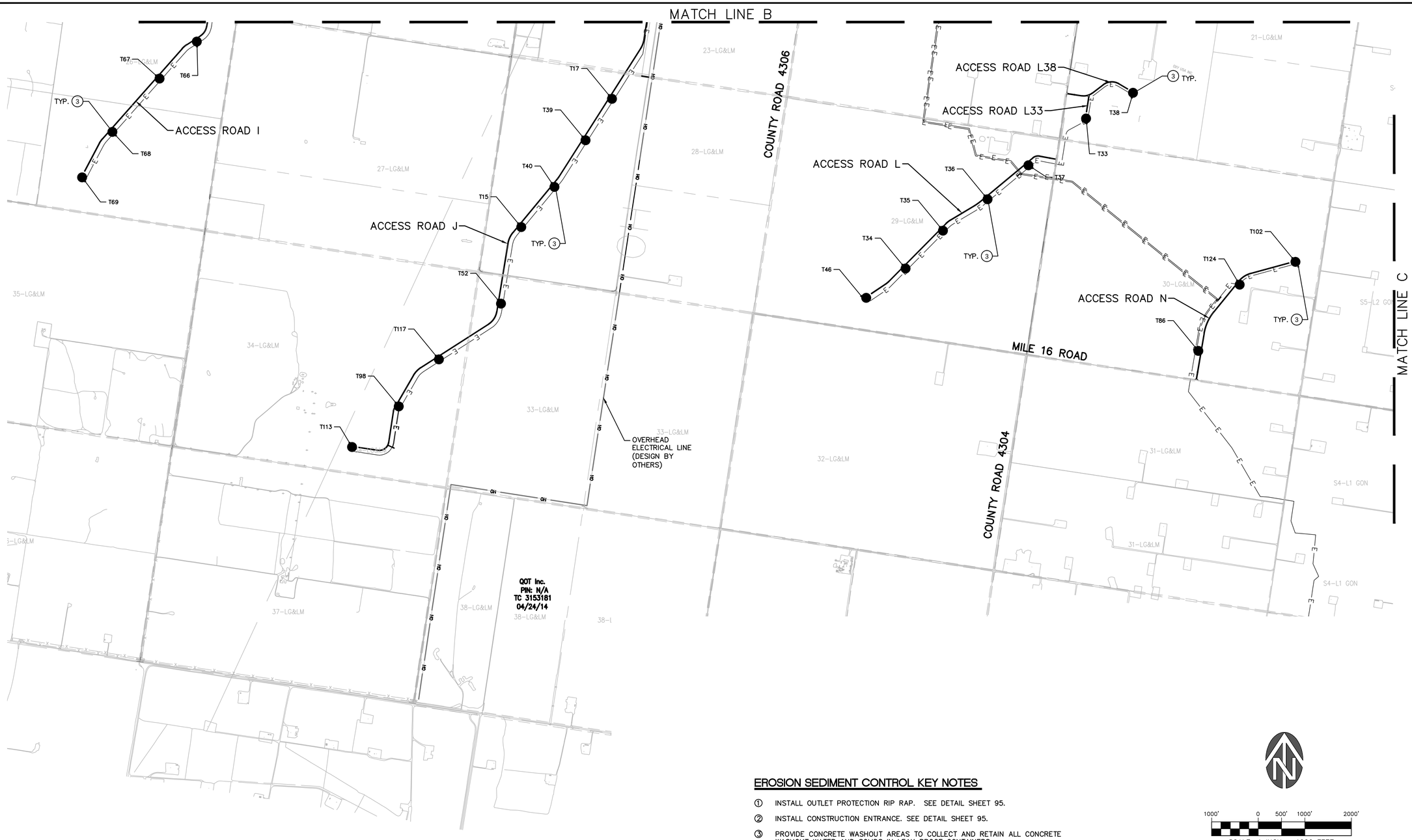
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SCALE: 1 INCH = 1000 FEET

LEGEND

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- E — E — E — UG ELECTRICAL
- ROAD
- TURBINE

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HIDALGO WIND FARM

HIDALGO AND STARR COUNTIES, TX

EROSION CONTROL PLAN

BernRSmith 1/22/16

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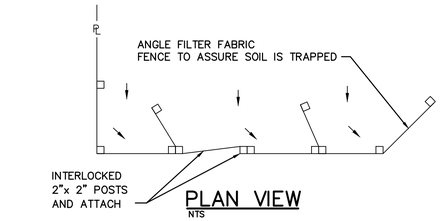
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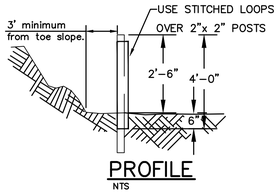
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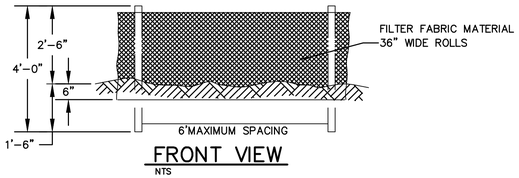
PLAN VIEW
NTS



PROFILE
NTS

NOTES:

1. BURY BOTTOM OF FILTER FABRIC 6" VERTICALLY BELOW FINISHED GRADE.
2. 2"x 2" FIR, PINE OR STEEL FENCE POSTS.
3. POSTS TO BE INSTALLED ON UPHILL SIDE OF SLOPE.
4. COMPACT BOTH SIDES OF FILTER FABRIC TRENCH.
5. PANELS MUST BE PLACED ACCORDING TO SPACING ON TABLE.



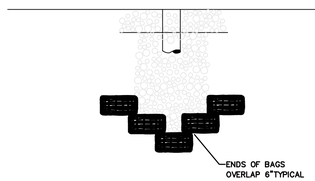
FRONT VIEW
NTS

BARRIER SPACING FOR GENERAL APPLICATION

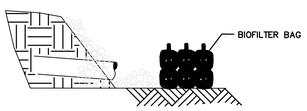
INSTALL PARALLEL ALONG CONTOURS AS FOLLOWS		
% SLOPE	**SLOPE**	**MAXIMUM SPACING ON SLOPE**
10% OR FLATTER	10:1 OR FLATTER	300 FT
>10% OR <15%	>10:1 OR <7.5:1	150 FT
>15% OR <20%	>7.5:1 OR <5:1	100 FT
>20% OR <30%	>5:1 OR <3.5:1	50 FT
>30% OR <50%	>3.5:1 OR <2:1	25 FT

SEDIMENT FENCE

NOT TO SCALE



PLAN VIEW
NTS

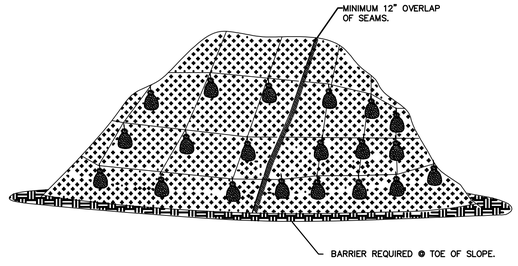


PROFILE

NOTE:
1. BIO BAGS ONLY REQUIRED WHEN DISCHARGING SEDIMENT LADEN WATER.
2. STAKING OF BAGS REQUIRED WITH EITHER METHOD USING (2) 1"x 2" WOOD STAKES OR APPROVED EQUAL PER BAG.

OUTLET PROTECTION RIP RAP

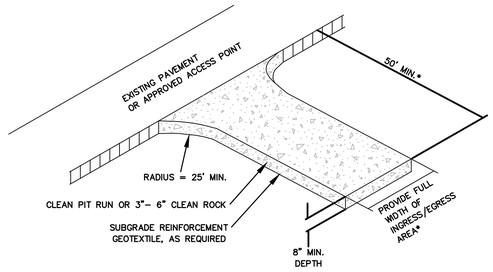
NOT TO SCALE

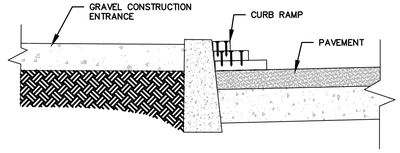


NOTES:
1. MINIMUM 12" OVERLAP OF ALL SEAMS REQUIRED.
2. BARRIER REQUIRED @ TOE OF STOCK PILE.
3. COVERING MAINTAINED TIGHTLY IN PLACE BY USING SANDBAGS OR TIRES ON ROPES WITH A MAXIMUM 10' GRID SPACING IN ALL DIRECTIONS.

PLASTIC SHEETING

NOT TO SCALE





NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF- WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
4. WHERE RUNOFF CONTAINING SEDIMENT LADEN WATER IS LEAVING THE SITE VIA THE CONSTRUCTION ENTRANCE, OTHER MEASURES SHALL BE IMPLEMENTED TO DIVERT RUNOFF THROUGH AN APPROVED FILTERING SYSTEM.
5. DIMENSIONS
   50' LONG BY 20' WIDE 3-6" CLEAN ROCK.
   GOVERNING AUTHORITY MAY REQUIRE GEOTEXTILE FABRIC TO PREVENT SUB-SOIL PUMPING.

CONSTRUCTION ENTRANCE

NOT TO SCALE

NOTES:

1. WHEN RAINFALL AND RUNOFF OCCURS DAILY INSPECTIONS OF THE EROSION AND SEDIMENT CONTROLS AND DISCHARGE OUTFALLS MUST BE PROVIDED BY SOME ONE KNOWLEDGEABLE AND EXPERIENCED IN THE PRINCIPLES, PRACTICES, INSTALLATION, AND MAINTENANCE OF EROSION AND SEDIMENT CONTROLS.
2. SEDIMENT CONTROLS MUST BE INSTALLED AND MAINTAINED ON ALL DOWN GRADIENT SIDES OF THE CONSTRUCTION SITE AT ALL TIMES DURING CONSTRUCTION. THEY MUST REMAIN IN PLACE UNTIL PERMANENT VEGETATION OR OTHER PERMANENT COVERING OF EXPOSED SOIL IS ESTABLISHED.
3. ALL ACTIVE INLETS MUST HAVE SEDIMENT CONTROLS INSTALLED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. UNLESS OTHERWISE APPROVED.
4. SIGNIFICANT AMOUNTS OF SEDIMENT WHICH LEAVES THE SITE MUST BE CLEANED UP WITHIN 24 HOURS AND PLACED BACK ON THE SITE AND STABILIZED OR PROPERLY DISPOSED. THE CAUSE OF THE SEDIMENT RELEASE MUST BE FOUND AND PREVENTED FROM CAUSING A RECURRENCE OF THE DISCHARGE WITHIN THE SAME 24 HOURS.
5. SEDIMENT MUST NOT BE INTENTIONALLY WASHED INTO STORM SEWERS, DRAINAGE WAYS, OR WATER BODIES.
6. SEDIMENT MUST BE REMOVED FROM BEHIND ALL SEDIMENT CONTROL MEASURES WHEN IT HAS REACHED A HEIGHT OF 1/3RD THE BARRIER HEIGHT, AND PRIOR TO THE CONTROL MEASURES REMOVAL.
7. CLEANING OF ALL STRUCTURES WITH SUMPS MUST OCCUR WHEN THE SEDIMENT RETENTION CAPACITY HAS BEEN REDUCED BY 50% AND AT COMPLETION OF PROJECT.
8. ANY USE OF TOXIC OR OTHER HAZARDOUS MATERIALS MUST INCLUDE PROPER STORAGE, APPLICATION, AND DISPOSAL.
9. THE PERMITTEE MUST PROPERLY MANAGE HAZARDOUS WASTES, USED OILS, CONTAMINATED SOILS, CONCRETE WASTE, SANITARY WASTE, LIQUID WASTE, OR OTHER TOXIC SUBSTANCES DISCOVERED OR GENERATED DURING CONSTRUCTION.
10. THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS. NUTRIENT RELEASES FROM FERTILIZERS TO SURFACE WATERS MUST BE MINIMIZED. TIME RELEASE FERTILIZERS SHOULD BE USED AND CARE SHOULD BE MADE IN APPLICATION OF FERTILIZERS WITHIN ANY WATER WAY RIPARIAN ZONE.
11. OWNER OR DESIGNATED PERSON SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES, IN ACCORDANCE WITH CURRENT LOCAL, STATE, AND FEDERAL REGULATIONS.
12. PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BOUNDARIES OF THE CLEARING LIMITS, VEGETATED BUFFERS, AND ANY SENSITIVE AREAS SHOWN ON THIS PLAN SHALL BE CLEARLY DELINEATED IN THE FIELD. UNLESS OTHERWISE APPROVED, NO DISTURBANCE IS PERMITTED BEYOND THE CLEARING LIMITS. THE OWNER/PERMITTEE MUST MAINTAIN THE DELINEATION FOR THE DURATION OF THE PROJECT.
13. PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BMPS THAT MUST BE INSTALLED ARE GRAVEL CONSTRUCTION ENTRANCE, PERIMETER SEDIMENT CONTROL, AND INLET PROTECTION. THESE BMPS MUST BE MAINTAINED FOR THE DURATION OF THE PROJECT.
14. WATER-TIGHT TRUCKS MUST BE USED TO TRANSPORT SATURATED SOILS FROM THE CONSTRUCTION SITE. AN APPROVED EQUIVALENT IS TO DRAIN THE SOIL ON SITE AT A DESIGNATED LOCATION USING APPROPRIATE BMPS; SOIL MUST BE DRAINED SUFFICIENTLY FOR MINIMAL SPILLAGE.
15. ALL PUMPING OF SEDIMENT LADEN WATER MUST BE DISCHARGED OVER AN UNDISTURBED, PREFERABLY VEGETATED AREA, AND THROUGH A SEDIMENT CONTROL BMP (I.E. FILTER BAG).
16. THE ESC PLAN MUST BE KEPT ONSITE. ALL MEASURES SHOWN ON THE PLAN MUST BE INSTALLED PROPERLY TO ENSURE THAT SEDIMENT LADEN WATER DOES NOT ENTER A SURFACE WATER SYSTEM, ROADWAY, OR OTHER PROPERTIES.
17. THE ESC MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE MEASURES SHALL BE UPGRADED AS NEEDED TO MAINTAIN COMPLIANCE WITH ALL REGULATIONS.
18. WRITTEN ESC LOGS ARE SUGGESTED TO BE MAINTAINED ONSITE AND AVAILABLE TO DISTRICT INSPECTORS UPON REQUEST.
19. IN AREAS SUBJECT TO WIND EROSION, APPROPRIATE BMPS MUST BE USED WHICH MAY INCLUDE THE APPLICATION OF FINE WATER SPRAYING, PLASTIC SHEETING, MULCHING, OR OTHER APPROVED MEASURES.
20. ALL EXPOSED SOILS MUST BE COVERED AS REQUIRED TO PREVENT SEDIMENT LADEN WATER FROM DISCHARGING OFFSITE.

GENERAL EROSION CONTROL NOTES

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HIDALGO WIND FARM

HIDALGO AND STARR COUNTIES, TX

EROSION SEDIMENT CONTROL
DETAIL SHEET

BernRSM 1/22/16
WESTLAKE CONSULTANTS, INC.

STATE OF TEXAS
BERNARD R. SMITH
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FIRM REGISTRATION NO. 15,121

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Appendix B: Example Inspection Report

BMP INSPECTION REPORT

Date and Time of Inspection:			Date Report Written:	
Inspection Type: (Circle one)	Weekly *Complete Parts I,II,III and VII*	Pre-Storm *Complete Parts I,II,III,IV and VII*	During Rain Event *Complete Parts I, II, III, V, and VII*	Post-Storm *Complete Parts I,II,III,VI and VII*

Part I. General Information

Site Information

Construction Site Name:	
Construction stage and completed activities:	Approximate area of site that is exposed:
Photos Taken: (Circle one) Yes / No	Photo Reference IDs:

Weather

Estimate storm beginning: (date and time)	Estimate storm duration: (hours)
Estimate time since last storm: (days or hours)	Rain gauge reading and location: (in)

Is a "Qualifying Event" predicted or did one occur (i.e., 0.5" rain with 48-hrs or greater between events)? (Y/N)
If yes, summarize forecast:

Exemption Documentation (explanation required if inspection could not be conducted). Visual inspections are not required outside of business hours or during dangerous weather conditions such as flooding or electrical storms.

Inspector Information

Inspector Name:	Inspector Title:
Signature:	Date:

Part II. BMP Observations. Describe deficiencies in Part III.

Minimum BMPs for Risk Level __1__ Sites	Failures or other short comings (yes, no, N/A)	Action Required (yes/no)	Action Implemented (Date)
Good Housekeeping for Construction Materials			
Inventory of products (excluding materials designed to be outdoors)			
Stockpiled construction materials not actively in use are covered and bermed			
All chemicals are stored in watertight containers with appropriate secondary containment, or in a completely enclosed storage shed			
Construction materials are minimally exposed to precipitation			
BMPs preventing the off-site tracking of materials are implemented and properly effective			
Good Housekeeping for Waste Management			
Wash/rinse water and materials are prevented from being disposed into the storm drain system			
Portable toilets are contained to prevent discharges of waste			
Sanitation facilities are clean and with no apparent for leaks and spills			
Equipment is in place to cover waste disposal containers at the end of business day and during rain events			
Discharges from waste disposal containers are prevented from discharging to the storm drain system / receiving water			
Stockpiled waste material is securely protected from wind and rain if not actively in use			
Procedures are in place for addressing hazardous and non-hazardous spills			
Appropriate spill response personnel are assigned and trained			
Equipment and materials for cleanup of spills is available onsite			
Washout areas (e.g., concrete) are contained appropriately to prevent discharge or infiltration into the underlying soil			
Good Housekeeping for Vehicle Storage and Maintenance			
Measures are in place to prevent oil, grease, or fuel from leaking into the ground, storm drains, or surface waters			
All equipment or vehicles are fueled, maintained, and stored in a designated area with appropriate BMPs			

Vehicle and equipment leaks are cleaned immediately and disposed of properly			

Part II. BMP Observations Continued. Describe deficiencies in Part III.			
Minimum BMPs for Risk Level __1___ Sites	Adequately designed, implemented and effective (yes, no, N/A)	Action Required (yes/no)	Action Implemented (Date)
Good Housekeeping for Landscape Materials			
Stockpiled landscape materials such as mulches and topsoil are contained and covered when not actively in use			
Erodible landscape material has not been applied 2 days before a forecasted rain event or during an event			
Erodible landscape materials are applied at quantities and rates in accordance with manufacturer recommendations			
Bagged erodible landscape materials are stored on pallets and covered			
Good Housekeeping for Air Deposition of Site Materials			
Good housekeeping measures are implemented onsite to control the air deposition of site materials and from site operations			
Non-Stormwater Management			
Non-Stormwater discharges are properly controlled			
Vehicles are washed in a manner to prevent non-stormwater discharges to surface waters or drainage systems			
Streets are cleaned in a manner to prevent unauthorized non-stormwater discharges to surface waters or drainage systems.			
Erosion Controls			
Wind erosion controls are effectively implemented			
Effective soil cover is provided for disturbed areas inactive (i.e., not scheduled to be disturbed for 14 days) as well as finished slopes, open space, utility backfill, and completed lots			
The use of plastic materials is limited in cases when a more sustainable, environmentally friendly alternative exists.			
Sediment Controls			
Perimeter controls are established and effective at controlling erosion and sediment discharges from the site			
Entrances and exits are stabilized to control erosion and sediment discharges from the site			

Sediment basins are properly maintained			
Run-On and Run-Off Controls			
Run-on to the site is effectively managed and directed away from all disturbed areas.			
Other			
Are the project SWPPP and BMP plan up to date, available on-site and being properly implemented?			

Part III. Descriptions of BMP Deficiencies

Deficiency	Repairs Implemented: Note - Repairs must begin within 72 hours of identification and, complete repairs as soon as possible.	
	Start Date	Action
1.		
2.		
3.		
4.		

Part IV. Additional Pre-Storm Observations. Note the presence or absence of floating and suspended materials, sheen, discoloration, turbidity, odors, and source(s) of pollutants(s).

	Yes, No, N/A
Do stormwater storage and containment areas have adequate freeboard? If no, complete Part III.	
Are drainage areas free of spills, leaks, or uncontrolled pollutant sources? If no, complete Part VII and describe below.	
Notes:	
Are stormwater storage and containment areas free of leaks? If no, complete Parts III and/or VII and describe below.	
Notes:	

Part V. Additional During Storm Observations. If BMPs cannot be inspected during inclement weather, list the results of visual inspections at all relevant outfalls, discharge points, and downstream locations. Note odors or visible sheen on the surface of discharges. Complete Part VII (Corrective Actions) as needed.	
Outfall, Discharge Point, or Other Downstream Location	
Location	Description
Location	Description
Location	Description
Location	Description
Location	Description
Location	Description
Location	Description
Location	Description

Part VI. Additional Post-Storm Observations. Visually observe (inspect) stormwater discharges at all discharge locations within two business days (48 hours) after each qualifying rain event, and observe (inspect) the discharge of stored or contained stormwater that is derived from and discharged subsequent to a qualifying rain event producing precipitation of ½ inch or more at the time of discharge. Complete Part VII (Corrective Actions) as needed.	
Discharge Location, Storage or Containment Area	**Visual Observation**

Part VII. Additional Corrective Actions Required. Identify additional corrective actions not included with BMP Deficiencies (Part III) above. Note if SWPPP change is required.	
Required Actions	**Implementation Date**

•

EXHIBIT E

NOTICE OF INTENT SUBMITTED TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

See Attached

TCEQ Office Use Only
Permit No.:
RN:
CN:
Region:

TCEQ Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

IMPORTANT:

- Use the INSTRUCTIONS to fill out each question in this form.
- Use the CHECKLIST to make certain all you filled out all required information. Incomplete applications **WILL** delay approval or result in automatic denial.
- Once processed your permit can be viewed at: http://www2.tceq.texas.gov/wq_dpa/index.cfm

ePERMITS: Sign up now for online NOI: https://www3.tceq.texas.gov/steers/index.cfm
Pay a $225 reduced application fee by using ePermits.

APPLICATION FEE:

- You must pay the **$325** Application Fee to TCEQ for the paper application to be complete.
- Payment and NOI must be mailed to separate addresses.
- Did you know you can pay on line?
  - Go to https://www3.tceq.texas.gov/epay/index.cfm
  - Select Fee Type: GENERAL PERMIT CONSTRUCTION STORM WATER DISCHARGE NOI APPLICATION
- **Provide your payment information below, for verification of payment:**

☐ Mailed — Check/Money Order No.: _____
Name Printed on Check: _____

☒ EPAY — Voucher No.: _____
Is the Payment Voucher copy attached? ☐ Yes

RENEWAL: Is this NOI a Renewal of an existing General Permit Authorization? (Note: A permit cannot be renewed after June 3, 2013.)

☐ Yes The Permit number is: TXR15_____
(If a permit number is not provided, a new number will be assigned.)
☒ No

I) OPERATOR (Applicant)

a) If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? You may search for your CN at: http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch

CN_____

b) What is the Legal Name of the entity (applicant) applying for this permit?
Hidalgo Wind Farm LLC
(The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

c) What is the name and title of the person signing the application? The person must be an executive official meeting signatory requirements in TAC 305.44(a).
Prefix (Mr. Ms. Miss): Mr.
First/Last Name: Kristopher Cheney Suffix:
Title: Director of Project Management Credential:

d) What is the Operator Contact's (Responsible Authority) contact information and mailing address as recognized by the US Postal Service (USPS)? You may verify the address at: http://zip4.usps.com/zip4/welcome.jsp
Phone #: (713) 265-0350 ext: Fax #:
E-mail: kristopher.cheney@edpr.com
Mailing Address: 808 Travis St., Suite 700
Internal Routing (Mail Code, Etc.):
City: Houston State: TX ZIP Code: 77002
If outside USA: Territory: Country Code: Postal Code:

e) Indicate the type of Customer (The instructions will help determine your customer type):

☐ Individual	☐ Limited Partnership	☐ Sole Proprietorship-DBA
☐ Joint Venture	☐ General Partnership	☒ Corporation
☐ Trust	☐ Estate	☐ Federal Government
☐ State Government	☐ County Government	☐ City Government
☐ Other Government		

f) Independent Operator? ☐ Yes ☒ No
(If governmental entity, subsidiary, or part of a larger corporation, check "No".)

g) Number of Employees:
☐ 0-20; ☐ 21-100; ☒ 101-250; ☐ 251-500; or ☐ 501 or higher

h) Customer Business Tax and Filing Numbers:
(REQUIRED for Corporations and Limited Partnerships. Not Required for Individuals, Government, or Sole Proprietors)
State Franchise Tax ID Number: 32042891542
Federal Tax ID: 273573365
Texas Secretary of State Charter (filing) Number: 801334738
DUNS Number (if known): 79643841

2) APPLICATION CONTACT

If TCEQ needs additional information regarding this application, who should be contacted?

Is the application contact the same as the applicant identified above?

☐ Yes, go to Section 3). ☒ No, complete section below.

Prefix (Mr. Ms. Miss): Mr.
First/Last Name: Bernard Smith Suffix:
Title: Associate Credential: PE

Organization Name: Westlake Consultants, Inc.
Phone No.: (503) 684-0652 ext: _____ Fax Number: _____
E-mail: bsmith@westlakeconsultants.com
Mailing Address: 15115 SW Sequoia Parkway, Suite 150
Internal Routing (Mail Code, Etc.): _____
City: Tigard State: OR ZIP Code: 97224
Mailing Information if outside USA:
Territory: _____ Country Code: _____ Postal Code: _____

3) REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

If the site of your business is part of a larger business site or if other businesses were located at this site before yours, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at: http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=regent.RNSearch.

If the site is found, provide the assigned Regulated Entity Reference Number and provide the information for the site to be authorized through this application below. The site information for this authorization may vary from the larger site information.

a) TCEQ issued RE Reference Number (RN): RN _____

b) Name of project or site (the name known by the community where located):
Hidalgo Wind Farm

c) In your own words, briefly describe the primary business of the Regulated Entity: (Do not repeat the SIC and NAICS code):
Renewable Energy Company that develops wind farms

d) County (or counties if > 1) Hidalgo and Starr

e) Latitude: 26°29'1.68"N Longitude: 98°23'27.65"W

f) Does the site have a physical address?
☐ Yes, complete Section A for a physical address.
☒ No, complete Section B for site location information.

Section A: Enter the physical address for the site.
Verify the address with USPS. If the address is not recognized as a delivery address, provide the address as identified for overnight mail delivery, 911 emergency or other online map tools to confirm an address.

Physical Address of Project or Site:
Street Number: _____ Street Name: _____
City: _____ State: Texas ZIP Code: _____

Section B: Enter the site location information.
If no physical address (Street Number & Street Name), provide a written location access description to the site. (Ex.: located 2 miles west from intersection of Hwy 290 & IH35 accessible on Hwy 290 South)

Located in McCook, TX (FM 681 @ FM 490) covering approximately 75 square miles.

City where the site is located or, if not in a city, what is the nearest city:
McCook

State: Texas ZIP Code where the site is located: 78541

4) GENERAL CHARACTERISTICS

a) Is the project/site located on Indian Country Lands?

☐ Yes - If the answer is Yes, you must obtain authorization through EPA, Region 6.

☒ No

b) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?

☐ Yes - If the answer is Yes, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA, Region 6.

☒ No

c) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?
Primary SIC Code: 4931

d) If applicable, what is the Secondary SIC Code(s):

e) What is the total number of acres disturbed? 250

f) Is the project site part of a larger common plan of development or sale?

☐ Yes - If the answer is Yes, the total number of acres disturbed can be less than 5 acres.

☒ No - If the answer is No, the total number of acres disturbed must be 5 or more. If the total number of acres disturbed is less than 5 then the project site does not qualify for coverage through this Notice of Intent. Coverage will be denied. See the requirements in the general permit for small construction sites.

g) What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?
Rio Grande River

h) What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?
Rio Grande Basin 22 & 23

15

i) Is the discharge into an MS4?

☐ Yes - If the answer is Yes, provide the name of the MS4 operator below.

☒ No

If Yes, provide the name of the MS4 operator:

_____

Note: The general permit requires you to send a copy of the NOI to the MS4 operator.

j) Are any of the surface water bodies receiving discharges from the construction site on the latest EPA-approved CWA 303(d) List of impaired waters?

☐ Yes - If the answer is Yes, provide the name(s) of the impaired water body(s) below.

☒ No

If Yes, provide the name(s) of the impaired water body(s):

_____

k) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer as defined in 30 TAC Chapter 213?

☐ Yes - If the answer is Yes, complete certification below by checking "Yes."

☒ No

I certify that a copy of the TCEQ approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) is either included or referenced in the Stormwater Pollution Prevention Plan.

☐ Yes

5) CERTIFICATION

Check Yes to the certifications below. Failure to indicate Yes to ***ALL*** items may result in denial of coverage under the general permit.

a) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). ☒ Yes

b) I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas. ☒ Yes

c) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. ☒ Yes

d) I certify that a Stormwater Pollution Prevention Plan has been developed, will be implemented prior to construction and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator. ☒ Yes

Operator Certification:

I, Kristopher Cheney (Typed or printed name) Director of Project Management (Title)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code 305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature: _____ Date: 1/27/16

(Use blue ink)

EXHIBIT F

TRAFFIC CONTROL PLAN

See Attached

Section 5.1 - Traffic Control Plan

Hidalgo Wind Farm Project

16141002

This Traffic Control Plan is designed to permit Mortenson and its trade partners to work in the public right of way efficiently, effectively and in a safe manner to maintain a uniform flow of traffic.

Hazard Mitigation will be as follows:

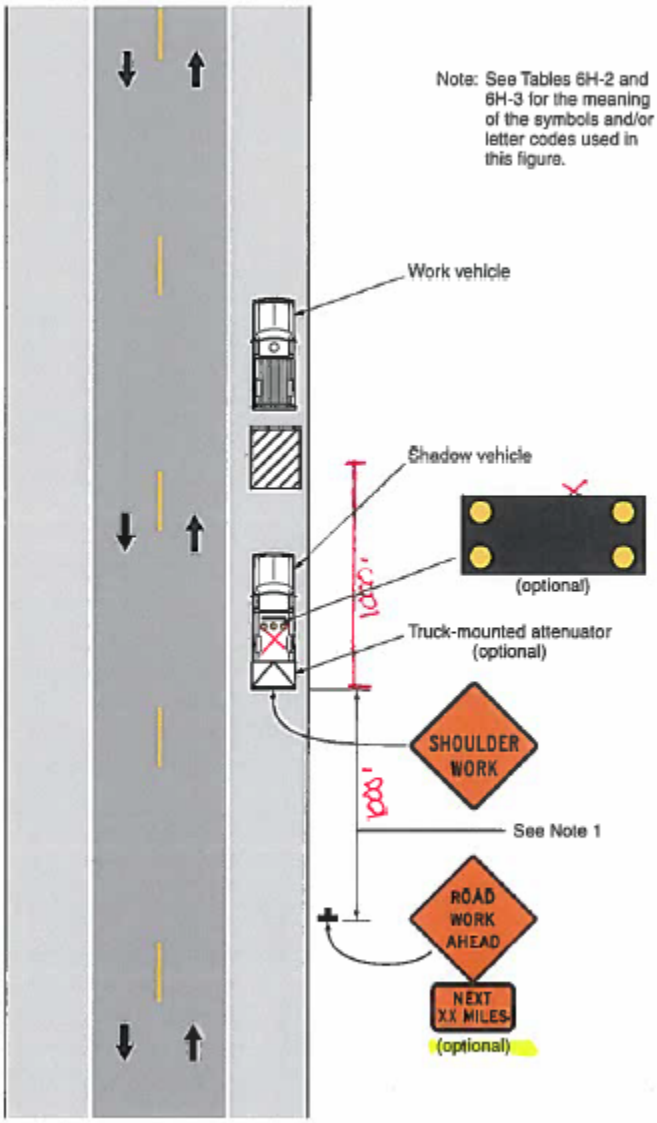
- All vehicle occupants must wear seatbelts while vehicle/equipment is in motion.
- Where one way traffic must be maintained, communication of these locales at POD and Stretch and Bend verbally and visually will take place
- Instances of crew overlap (close proximity) where traffic congestion is a possibility will be identified daily at POD and Stretch and Bend
- Visual demonstration at stretch and bend with large site map to communicate alternate one way traffic routes.
- Escort turbine trucks to site with identified vehicle i.e. flagging and amber beacon lights.
- Use of radios to communicate efficiently. Channel 2 will be on our repeater
- The maximum speed on roads: Paved Roads - 55mph unless otherwise posted, Gravel Roads - 35mph, Access Roads - 15mph
- All traffic control signs will be obeyed by all drivers, violators will be removed from the project.
- Overhead power line signage installed to identify power lines, placed no less than 30' from the power line on the **left** side of the road.
- Traffic control signs must be removed from view when not in use.
- Cell phone use strictly prohibited while operating a vehicle or piece of equipment, violators will be removed from project.
- Head lights must be on while vehicle is in motion.
- Hazard lights must be turned on while a vehicle is parked on or near a roadway.
- Secure all loads prior to leaving the work site/yard.
- All vehicles on site must be in good mechanical condition. Daily maintenance and inspection shall be performed on all vehicles.
- All drivers must be trained and licensed in accordance with state and federal regulations.
- All Mortenson team members must complete Top Driver training course prior to driving Mortenson vehicles.
- All vehicles must yield to local drivers and larger pieces of equipment in a safe location, these locations will be communicated to project team members during 1st Hour Orientation.
- Unloaded trucks must yield to loaded trucks in a safe location.
- All forklift operators to travel in two wheel front steer while traveling down roadways. No Circle/Crab steer will be permitted.

- All blind intersections will be treated as a 4-way stop (stop signs placed). Blind intersections are marked with proper signage. All other intersections will be treated as a yielding situation.
- Blind hills or curves will be marked with "Keep Right" signs.
- Education on overcorrecting as a result of driving on a soft shoulder and the wheels of the vehicle entering the ditch.
- Daily discussions on wildlife in the roadways, driving conditions, dust, soft shoulders, and visibility are communicated to the craft during Stretch and Bend.
- Proper training to operators and escort vehicles on crane walking procedures.
- All flaggers are certified and have had proper training of traffic routes.

High risk issues within the Hidalgo project boundary.

Hazard	Control Measure
Steep grades (Hills)	- Keep Right signs will be placed at applicable locations where oncoming traffic is hidden by hills. - Steep hills will be pointed out to all project team members during 1st hour orientation on large site map
Low / Soft Shoulders	- Indicate with signage deep ditches (painted T-Posts)
Narrow Roadways	- Narrow roadways which will be used during construction activities for that day will be communicated at POD and Stretch and Bend verbally and visually
Public Traffic	- Temporary road signage (construction traffic, trucks entering highway, etc.) will be placed in accordance with county laws and regulations. - Communication public traffic hazards during 1st Hour Orientation and daily Stretch and Bend
Equipment Travel Under Power Lines	- Heavy equipment will be escorted (front and back) under power lines with dedicated spotter
Stuck Vehicles	- Pre-Task Plan Card / Meeting will be performed for new activity with all personnel - Proper equipment will be used for pulling (NO RIGGING)

Figure 6H-4. Short-Duration or Mobile Operation on a Shoulder (TA-4)



Typical Application 4

Notes for Figure 6H-3—Typical Application 3
Work on the Shoulders

Guidance:

1. *A SHOULDER WORK sign should be placed on the left side of the roadway for a divided or one-way street only if the left shoulder is affected.*

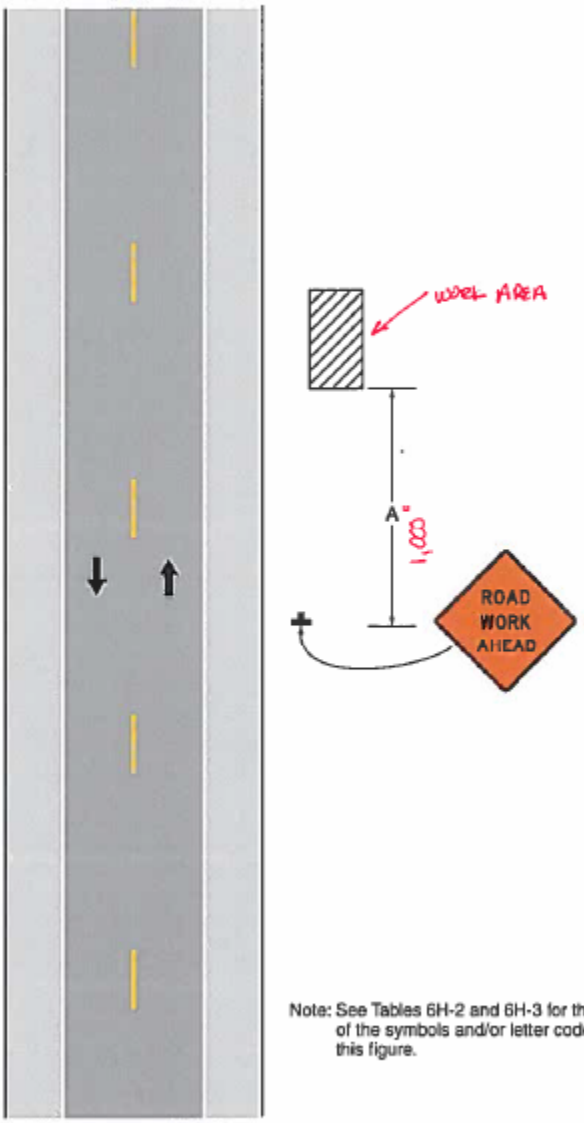
Option:

2. The Workers symbol signs may be used instead of SHOULDER WORK signs.
3. The SHOULDER WORK AHEAD sign on an intersecting roadway may be omitted where drivers emerging from that roadway will encounter another advance warning sign prior to this activity area.
4. For short duration operations of 60 minutes or less, all signs and channelizing devices may be eliminated if a vehicle with activated high-intensity rotating, flashing, oscillating, or strobe lights is used.
5. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

Standard:

6. **Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.**
7. **When paved shoulders having a width of 8 feet or more are closed, at least one advance warning sign shall be used. In addition, channelizing devices shall be used to close the shoulder in advance to delineate the beginning of the work space and direct vehicular traffic to remain within the traveled way.**

Figure 6H-1. Work Beyond the Shoulder (TA-1)



Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 1

Notes for Figure 6H-1—Typical Application 1
Work Beyond the Shoulder

Guidance:

If the work space is in the median of a divided highway, an advance warning sign should also be placed on the left side of the directional roadway.

Option:

2. The ROAD WORK AHEAD sign may be replaced with other appropriate signs such as the SHOULDER WORK sign. The SHOULDER WORK sign may be used for work adjacent to the shoulder.
3. The ROAD WORK AHEAD sign may be omitted where the work space is behind a barrier, more than 24 inches behind the curb, or 15 feet or more from the edge of any roadway.
4. For short-term, short duration or mobile operation, all signs and channelizing devices may be eliminated if a vehicle with activated high-intensity rotating, flashing, oscillating, or strobe lights is used.
5. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

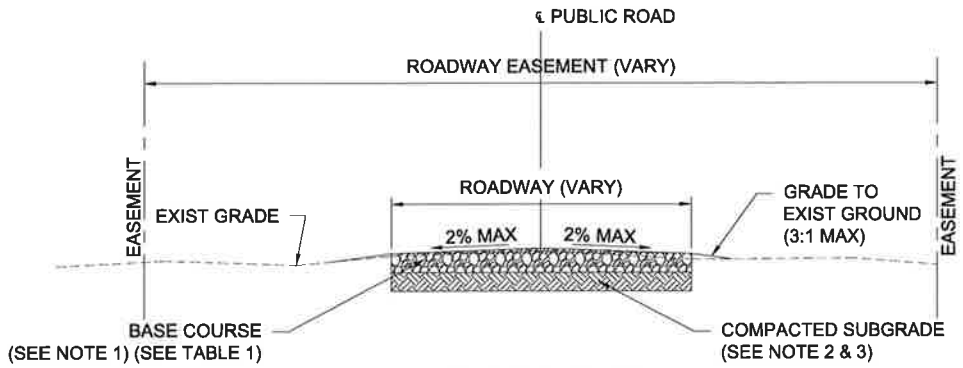
Standard:

6. **Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.**

EXHIBIT G

SPECIFICATIONS

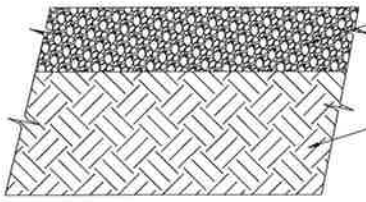
See Attached



TYPICAL SECTION

TABLE 1

PUBLIC ROAD NAME	BASE COURSE DEPTH (IN)
MILE 16 ROAD	8"
WARE ROAD	8"



8" BASE COURSE
(COMPACTED TO 95% MAX STANDARD PROCTOR DRY DENSITY PER ASTM D 1557 AND GEOTECHNICAL REPORT REQUIREMENTS)

COMPACTED SUBGRADE
(COMPACTED TO 95% MAX STANDARD PROCTOR DRY DENSITY PER ASTM D 698 AND GEOTECHNICAL REPORT REQUIREMENTS)

PAVEMENT SECTION DETAIL

NOTES:

1. THICKNESS OF ROADWAY BASE COURSE VARY BASED ON GEOTECHNICAL INVESTIGATION OF EXISTING ROAD. THICKNESS IS BASED ON GEOTECHNICAL ENGINEER'S RECOMMENDATION BASED ON TRAFFIC PATTERNS AND ANTICIPATED LOADING CONDITIONS.

   REF: GEOTECHNICAL ENGINEERING REPORT No. 88135029R2, DATED 01/22/2016.

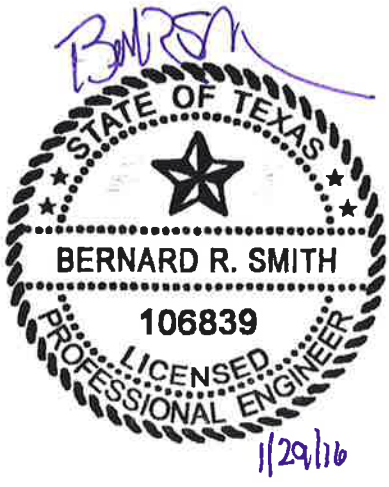
2. COMPACTED TO 95% MAX STANDARD PROCTOR DRY DENSITY PER ASTM D 698 AND GEOTECHNICAL REPORT REQUIREMENTS.

3. OPTIONAL SUBGRADE IMPROVEMENT METHODS:
   THE SUBGRADE IMPROVEMENT METHODS ARE OPTIONAL DEPENDING ON SITE CONDITION. ONE OF THE SUBGRADE IMPROVEMENT METHODS MAY BE UTILIZED IF REQUIRED BUT IF ADEQUATE COMPACTION OF EXISTING SUBGRADE MATERIAL IS ACHIEVED, NO SUBGRADE IMPROVEMENTS WOULD BE PERFORMED.

   OPTION 1:
   MECHANICAL STABILIZATION: AN APPROVED GEOGRID PLACED UNDERNEATH THE BASE COURSE PER COUNTY SPECIFICATION

   OPTION 2:
   CHEMICAL STABILIZATION: MODIFY SUBBASE COURSE THICKNESS AS FOLLOWS:
   20 < P.I. ≤ 40 3% LIME BY WEIGHT COMPACTED TO 95% STANDARD PROCTOR ≥ OPTIMUM MOISTURE
   P.I. > 40 6% LIME BY WEIGHT COMPACTED TO 95% STANDARD PROCTOR ≥ OPTIMUM MOISTURE

   OPTION 3:
   OVER EXCAVATION & REPLACEMENT:
   A MINIMUM OF 18" OF SELECT FILL WITH A P.I. < 20 COMPACTED TO 95% STANDARD PROCTOR ≥ OPTIMUM MOISTURE



PUBLIC ROAD CROSS SECTION DETAIL

NOT TO SCALE

edp renewables	CIVIL DETAILS	VERSION:	00	EXHIBIT 1
		DRAWN BY:	JCK	
		DATE:	JAN 2016	

EXHIBIT H

ROAD AND DRAIN UPGRADE AND RESTORATION SCHEDULE

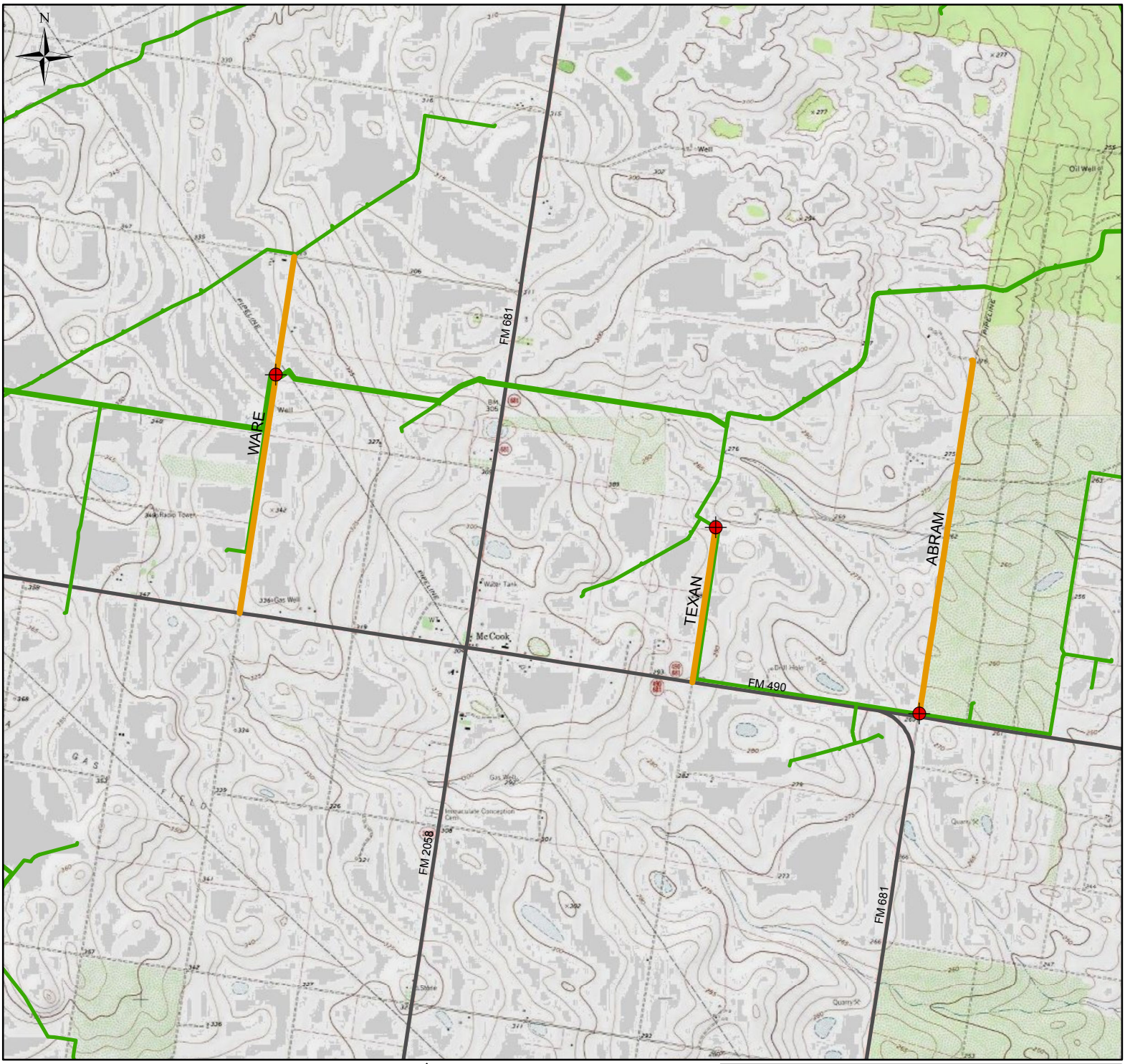
- Start date of the construction of the Project Facilities: February 4, 2016.
- Completion of construction of the Project Facilities: October 15, 2016.
- Start date of any repairs: No later than November 14, 2016.
- Completion date of repairs: No later than January 13, 2017.

EXHIBIT I-1

ROAD CROSSINGS

See Attached

Exhibit I-1: Road Crossings



0 0.375 0.75 1.5 Miles

- Collection Crossings
- Underground Collection
- Hidalgo Opened County Roads

Author: SFK
Date / Time: 27 January 2016 / 11:41 AM
Version: n/a

Datum: North American 1983
Projection: NAD 1983 StatePlane Texas South FIPS 4205 Feet
Scale: 1:42,959

Sources: EDPR, ESRI

edp renewables

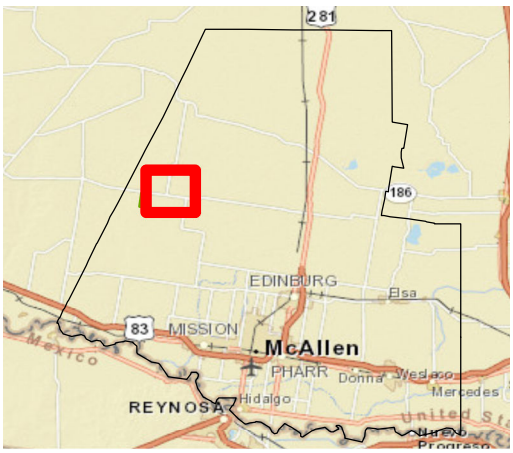
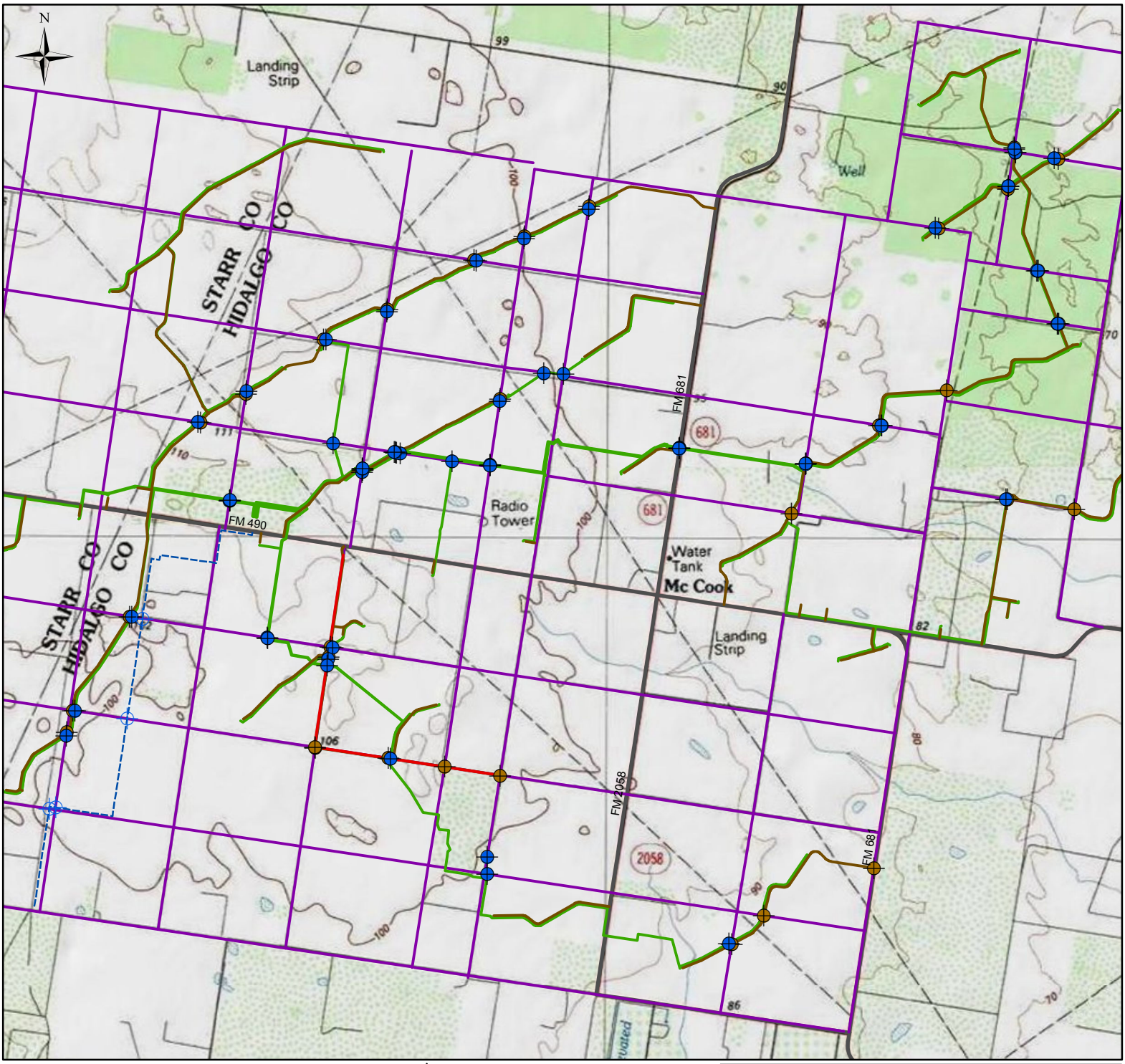


EXHIBIT I-2

OTHER CROSSINGS

See Attached

Exhibit I-2: Wind Farm Easements Crossing Section Lines



0 0.5 1 2 Miles

- Transmission Crossing Section Lines
- Collection Crossing Section Lines
- Road Crossing Section Lines
- Access Roads on Section Lines
- Site Access Roads
- Underground Collection
- Transmission
- Section Lines

Author: SFK
Date / Time: 27 January 2016 / 12:01 PM
Version: n/a

Datum: North American 1983
Projection: NAD 1983 StatePlane Texas South FIPS 4205 Feet
Scale: 1:76,600

Sources: EDPR, ESRI

edp renewables

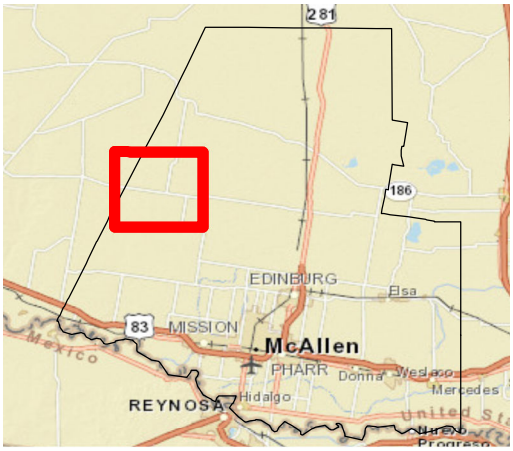
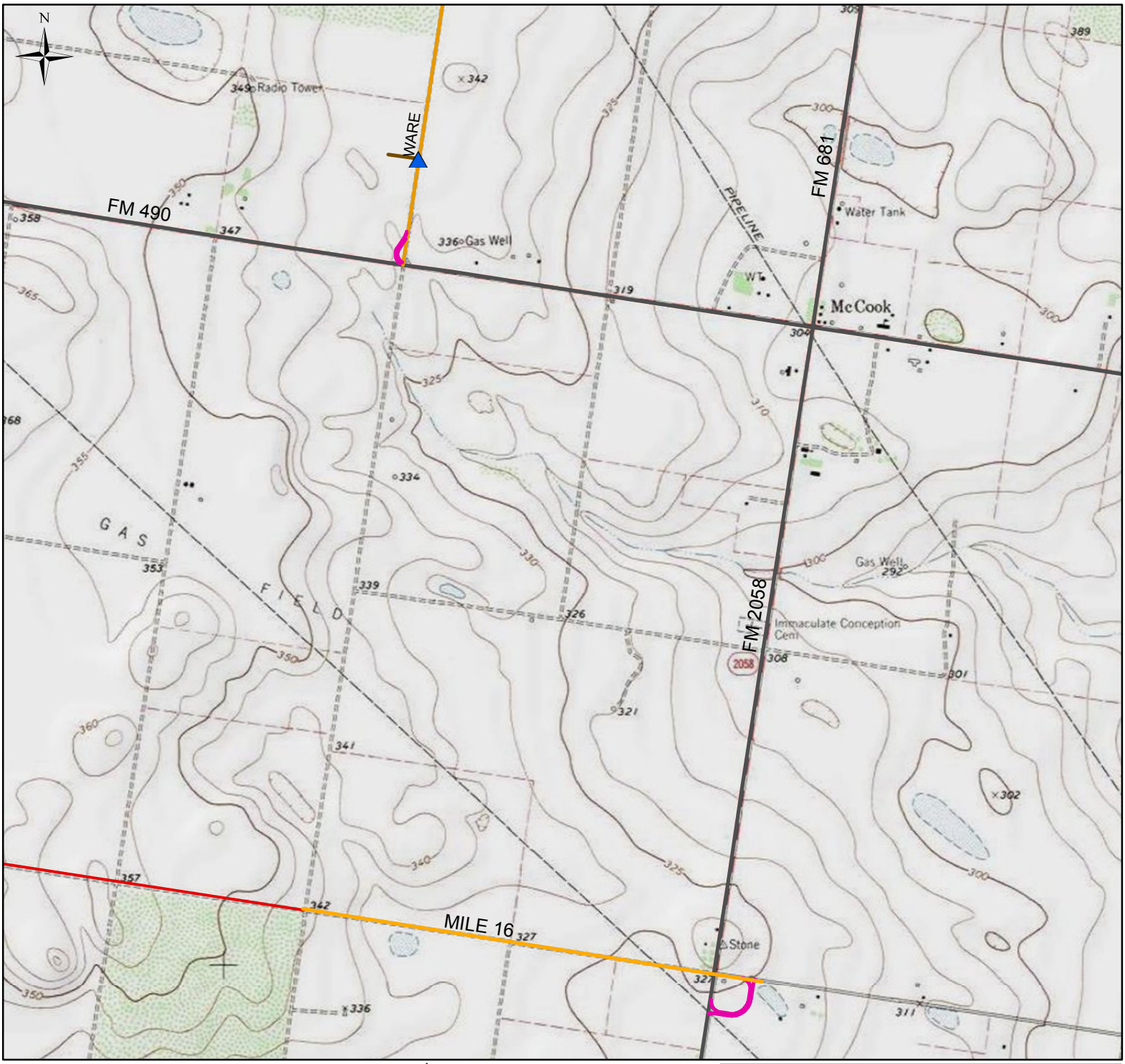


EXHIBIT J

ROADS, DRIVEWAYS AND ROAD ENTRANCES

See Attached

Exhibit J - Roads, Driveways, & Road Entrances



0 0.25 0.5 1 Miles

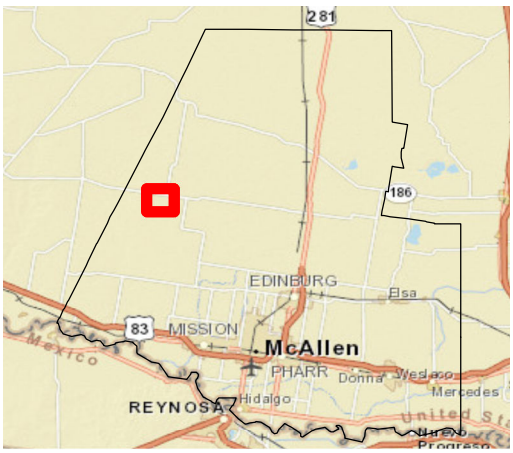
- Site Access Road Entrances
- Hidalgo Turning Improvements
- Opened County Roads
- Access Roads on Section Lines
- Site Access Roads

Author: SFK
Date / Time: 27 January 2016 / 12:09 PM
Version: n/a

Datum: North American 1983
Projection: NAD 1983 StatePlane Texas South FIPS 4205 Feet
Scale: 1:23,729

Sources: EDPR, ESRI

edp renewables



AI-53050 Precinct #3 21. B.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Requesting approval to name a County road that runs west between Circle 6 Rd. W and Rancho Brazil Rd. as

El Quelite Rd.

BACKGROUND

The proposed name of El Quelite Rd. is approved by the 9-1-1 Department.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary impact

Attachments

911 Memo & Map

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/21/2016 10:18 AM
Manuel Chapa	Manuel Chapa	01/21/2016 03:53 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Norma Ceballos Started On: 01/20/2016 03:06 PM

Final Approval Date: 01/29/2016

Lower Rio Grande Valley Development Council

Mayor Pro-Tem Eddy Gonzalez, Edcouch ..... President
Hon. Norma G. Garcia, Member-at-Large ..... 1st Vice-President
Mayor Steve Brewer ..... 2nd Vice-President
Mayor Tony Martinez ..... Secretary
Mayor Pro-Tem Alvin Samano, Member-at-Large ..... Treasurer
Mayor Chris Boswell, Harlingen ..... Immediate Past President

BOARD MEMBERS

Sofia Benavidez
Commissioner, Cameron County

Hector "Tito" Palacios
Commissioner, Hidalgo County

John F. Gonzales
Judge, Willacy County

Roel Landa
Commissioner, Alamo

David S. Simmons
Mayor, Donna

Gus Garcia
Council Member, Edinburg

Jim Darling
Commissioner, McAllen

Ruben Guajardo
Commissioner, Mercedes

Norie Gonzalez Garza
Council Member, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Celeste Sanchez
Commissioner, San Benito

Armando Garza
Commissioner, San Juan

Robert J. Garza
Commissioner, Weslaco

Dr. Cesar Maldonado
TSTC, Harlingen

Roberto Loredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

J. Shane Cameron
Willacy Navigation District

Don Medina
Member-At-Large

Arturo Ramirez
Grassroots Organizations

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

9-1-1 DEPT

FAX TRANSMISSION

To:	Commissioner Joe M. Flores	**From:**	Juan Torres
Fax:	956-585-2375	**Pages:**	2
Phone:	585-4509	**Date:**	1/15/2016
Re:	NEW ROAD NAME		

Urgent **For Review** **Please Comment** **Please Reply**

Mr. Flores,

We understand that a name has been proposed for a previous no-name County road that runs West between Circle 6 Rd W and Rancho Brazil Rd. in La Joya's ETJ.

The proposed name of El Quelite Rd. is approved by the 9-1-1 department. We recommend that it be approved by the Commissioners court at the next scheduled meeting. I am attaching an aerial view of the area.

MAIN OFFICE * 301 W.Railroad ST.* Weslaco, TX * 78596 * TEL: (956) 682-3481* FAX: (956) 631-4670
TTY FOR HEARING IMPAIRED: 1-800-735-2989
WEBSITE: www.lrgvdc.org

PRINTED ON RECYCLED PAPER


RANCHO BRAZIL RD
MILE 5 RD
EL QUELITE RD
MILE 4 1/2 RD
TOM GILL RD
PACHANGA ST
AUSTEN ST
SOMBRERO ST
CIRCLE 6 ST W
MILE 4 RD
BLUE JAY AV
ITTNEY ST
QUAIL AVE
OLD MILE 4 RD
BLUE BIRD AV
FOLLOW LN

AI-53177 Precinct #4 22. A.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Joseph Palacios, COMM. PCT. #4

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. 4 Rd. Maint (1200):
1. Approval of Certification of Revenues as certified by the County Auditor for Pct. 4 Misc. Reimbursements- JO 9 Drainage Project.
2. Approval of 2015 appropriation of funds for Pct. 4 in the amount of $185,817.35.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 5-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $185,817.35 for Pct. 4 Rd. Maintenance.

Pending receipt and Certification of Revenues

Revenue account: 5-1200-341-50-124-002-0-000

Pct 4 Misc. Reimbursements (J09)
PP#11 2015
PP#16-21 2015

Note:
PP#22 will be appropriated at a later date.

Attachments

JO9

Invoice

Other backup reference

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 03:38 PM
Manuel Chapa	Manuel Chapa	01/29/2016 04:54 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Veronica Lopez Started On: 01/28/2016 02:47 PM

Final Approval Date: 01/29/2016

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

January 28, 2016

Honorable Joseph Palacios
Hidalgo County Commissioner Pct. 4
1051 North Doolittle
Edinburg, Texas 78541

Dear Commissioner Palacios:

The Auditor's Office has concluded the review of the J-09 Project for pay periods 11 and 16 through 21 for 2015. The amount calculated as allowable costs for the project, based on supporting documentation provided by your department, is $185,817.35.

The total amount to be invoiced to Hidalgo County Drainage District Number 1 is $185,817.35 for the pay periods stated above.

Enclosed is a CD which includes the supporting documentation. The disallowed amounts totaling $1,786.34 from the original request of $187,603.69 are identified within those documents.

Should you have any questions or concerns please contact Linda Fong, First Assistant Auditor, at 318-2511 ext. 4668, or me at ext 4604.

Respectfully,

Raymundo Eufracio, CPA
Hidalgo County Auditor

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.

Pct. 4 INVOICE

1/28/2016

Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg, TX 78542
Ph #: (956) 383-3112
Fax #: (956) 381-5905

Name:	Hidalgo County Drainage District No. 1	**Project:**	
Attention:	Raul Sesin, P.E. CFM	JO-9	
Address:	902 Doolittle Rd.	**Invoice #:**	
	Edinburg, TX 78542	2015-1121	

Decription	Amount
Reimbursement request for JO-9 Drainage Project for Pay Period 11 and Pay Period 16 through Pay Period 21 for 2015.	$185,817.35
Total	**$ 185,817.35**

MAKE CHECK PAYABLE TO: HIDALGO COUNTY PCT. NO. 4

Precinct No. 4 Reimbursment Projects
2015

	J-09 Drainage Project			
2015	Original Request	Allowed	Disallowed Amount	Total Due From DD#1
PP11				
(05/04-17/15)				
Labor	$ 8,727.12	$ 8,727.12	$ -	
Fuel	2,015.03	1,785.19	229.84	
Equipment	19,979.27	19,979.27	-	
Total	30,721.42	30,491.58	229.84	30,491.58
PP16				
(07/13-26/15)				
Labor	1,676.82	1,676.82	$ -	
Fuel	923.38	859.79	63.59	
Equipment	3,877.78	3,877.78	-	
Total	6,477.98	6,414.39	63.59	6,414.39
PP17				
(07/27-08/09/15)				
Labor	5,335.30	5,335.30	$ -	
Fuel	901.05	901.05	-	
Equipment	15,705.90	15,705.90	-	
Total	21,942.25	21,942.25	-	21,942.25
PP18				
(08/10-23/15)				
Labor	$ 7,527.93	$ 7,527.93	$ -	
Fuel	1,846.22	1,648.92	197.30	
Equipment	24,412.91	24,412.91	-	
Total	33,787.06	33,589.76	197.30	33,589.76
PP19				
(08/24-09/06/15)				
Labor	14,164.60	14,164.60	$ -	
Fuel	2,889.96	2,103.58	786.38	
Equipment	36,611.56	36,611.56	-	
Total	53,666.12	52,879.74	786.38	52,879.74
PP20				
(09/07-20/15)				
Labor	7,001.16	7,001.16	$ -	
Fuel	1,998.30	1,489.07	509.23	
Equipment	21,265.23	21,265.23	-	
Total	30,264.69	29,755.46	509.23	29,755.46
PP21				
(02/24-03/09/14)				
Labor	2,147.64	2,147.64	$ -	
Fuel	264.22	264.22	-	
Equipment	8,332.31	8,332.31	-	
Total	10,744.17	10,744.17	-	10,744.17
PP22				
(03/10-03/23/14)				
Labor	-	-	$ -	
Fuel	-	-	-	
Equipment	-	-	-	
Total	-	-	-	-
Grand Total	$ 187,603.69	$ 185,817.35	$ 1,786.34	$ 185,817.35

	$ 185,817.35

Labor	$ 46,580.57
Fuel	$ 9,051.82
Equipment	$ 130,184.96
	$ 185,817.35
	0.00

DATE: January 29, 2016

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Pct. #4 Rd. Maint.

2016
Appropriation

AI- 53177

ACCOUNT NUMBER: 6-1200-431-00-124-007-0-XXX

Contact Person: Veronica L. Davis **Ph#:** (956) 383-3112 Ext. 4019

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-1200-431-00-124-007-0-890	PCT4 RD MAINT- Other	$40,040.25
6-1200-431-00-124-007-0-430	PCT4 RD MAINT- Repair and Maintenance Services	$120,777.10
6-1200-431-00-124-007-0-751	PCT4 RD MAINT- Machinery & Equipment	$25,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**$185,817.35**

REASON: Appropriation of funds from fund balance for Pct. 4 JO-9 Drainage Project (PP 11 and PP 16 through PP 22 of 2015).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-53225

Budget and Management 23.
A.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

County Clerk:
Requesting authority to set up an escrow account of $5,000.00 for recording fees assessed by the County Clerk's Office with authority for County Treasurer to issue payment after auditing procedures are completed by the County Auditor.

BACKGROUND

On 2-1-16, the County Clerk's Office Official Records Department will be switching over to a new operating system. This system will not allow the clerks to record any documents without first obtaining payment. This will impact various county departments.

This escrow account is being set up so that the County Clerk's office may draw funds, as needed Receipts will be issued and copies will be kept by the County Clerk's Office for checks & balances in compliance with County Policy.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	01/29/2016 04:45 PM
Budget & Management	Veronica Ortiz	01/29/2016 05:09 PM
Glinda Pacheco	Glinda Pacheco	01/29/2016 05:30 PM
Auditor's Office	Monica Badillo	01/29/2016 06:18 PM

Form Started By: Ivan Cantu Started On: 01/29/2016 04:13 PM
Final Approval Date: 01/29/2016

AI-53222

Budget and Management 23. B.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Sergio Cruz, BUDGET & MANAGEMENT
Submitted By: Marianella Canton, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Authorization to participate in the 2016 Texas Warrant Round Up Program.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Program participation will enhance collections.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 05:12 PM
Ivan Cantu	Ivan Cantu	01/29/2016 05:17 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Marianella Canton Started On: 01/29/2016 04:00 PM
Final Approval Date: 01/29/2016

AI-53202

Budget and Management 23.
C.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Confirmation of Indigent Defense (1100-412-00-009-003-0) as a County Department and Isidro Sepulveda (slot 0001) as the Department Head.

BACKGROUND

New department and program number will be assigned upon confirmation. Object code will be changed for slot 0001 from 113 to 112.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 03:42 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM
Form Started By: Sergio Cruz		Started On: 01/29/2016 11:46 AM
Final Approval Date: 01/29/2016		

AI-53059

Budget and Management 23. D.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Sergio Cruz, BUDGET & MANAGEMENT
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Various Departments: Approval of salary schedule corrections as listed on Exhibit A.

BACKGROUND

Fiscal Impact

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Damaris San Miguel (Originator)	Damaris San Miguel	01/29/2016 04:11 PM
Budget & Management	Veronica Ortiz	01/29/2016 05:06 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Damaris San Miguel Started On: 01/21/2016 05:22 PM
Final Approval Date: 01/29/2016

HIDALGO COUNTY

Department of Budget and Management

AI 53059- EXHIBIT "A"

ADD/REMOVE ALLOWANCES:

DEPARTMENT NAME	SLOT	POSITION TITLE	TYPE OF PAY	BUDGETED AMUNT	CORRECT AMOUNT	VARIANCE	EFFECTIVE DATE
PLANNING 210-001	0008	ENGINEERING TECHNICIAN II	SUPPLEMENTAL PAY	$6,000.00	$0.00	($6,000.00)	1/25/2016
CRIM DA 080-002	0009	ASSISTANT DISTRICT ATTORNEY III	AUTO ALLOWANCE	$0.00	$900.00	$900.00	1/1/2016
CRIM DA 080-002	0010	ASSISTANT DISTRICT ATTORNEY III	AUTO ALLOWANCE	$0.00	$900.00	$900.00	1/1/2016
CRIM DA 080-002	0045	ASSISTANT DISTRICT ATTORNEY III	AUTO ALLOWANCE	$0.00	$900.00	$900.00	1/1/2016
CRIM DA 080-002	0051	ASSISTANT DISTRICT ATTORNEY III	AUTO ALLOWANCE	$0.00	$900.00	$900.00	1/1/2016
DA CIVIL LITIGATION 080-013	0007	ATTORNEY II	AUTO ALLOWANCE	$0.00	$900.00	$900.00	1/1/2016
CO JUDGE 110-006	0002	CHIEF ADMIN	AUTO ALLOWANCE	$0.00	$3,900.00	$3,900.00	1/1/2016
TAX OFF 140-001	0003	PROPERTY TAX MANAGER	AUTO ALLOWANCE	$0.00	$2,800.00	$2,800.00	1/1/2016
SHERIFF 280-001	0081	DEPUTY SHERIFF STEP II	CLOTHING ALLOWANCE	$0.00	$500.00	$500.00	1/1/2016

POSITION TITLE CHANGE: EFFECTIVE 1/01/2016

DEPARTMENT NAME	SLOT	CURRENT POSITION TITLE	CORRECT TITLE
TAX OFF 140-001	0003	MANAGER, TAX COLLECTION SECTION	PROPERTY TAX MANAGER

CLARIFICATION OF POSITION TITLE: EFFECTIVE 1/01/2016

DEPARTMENT NAME	SLOT	FROM	TO
SHERIFF 280-001	0040	SERGEANT STEP I	SERGEANT STEP III

APPROVED BUDGETED AMOUNT: EFFECTIVE 1/11/2016

HIDALGO COUNTY

Department of Budget and Management

AI 53059- EXHIBIT "A"

DEPARTMENT NAME	OBJ	SLOT	POSITION TITLE	CURRENT SALARY	PROPOSED SALARY
PCT. 1 CRC 121-050	0113	0002	MAINTENANCE I	$25,750.00	$28,840.00

CREATE/DELETE SLOTS: EFFECTIVE 1/25/2016

DEPARTMENT NAME	OBJ	SLOT	POSITION TITLE	ACTION	BUDGETED SALARY
HEALTH CLINICS 340-003	0113	G027	EXECUTIVE ASSISTANT I	CREATE	$42,725.00
HEALTH CLINICS 340-003	0113	0148	ADMINISTRATIVE ASSISTANT IV	DELETE	$39,370.00

REDISTRIBUTION OF LONGEVITY: EFFECTIVE 1/01/2016

DEPARTMENT NAME	SLOT	POSITION TITLE	CURRENT LONGEVITY	CORRECT LONGEVITY
OPHP-LPH 340-006	G006	SYSTEM SUPPORT SPECIALIST	$60.00	$0.00
HEALTH CLINICS 340-003	A142	SYSTEM SUPPORT SPECIALIST	$420.00	$480.00
PHEP 340-013	0016	STRATEGIC NATIONAL STOCKPILE COORDINA	$60.00	$0.00
HEALTH CLINICS 340-003	A143	STRATEGIC NATIONAL STOCKPILE COORDINA	$960.00	$1,020.00

CORRECT SLOT NUMBER:

DEPARTMENT NAME	POSITION TITLE	CURRENT SLOT	CORRECT SLOT
HEALTH CLINICS 340-003	OUTREACH SPECIALIST II	A144	A149
HEALTH CLINICS 340-003	ASSISTANT PUBLIC HEALTH PREPAREDNESS COORDINATOR	A145	A150

AI-52969

Budget and Management 23.
E. 1.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Sergio Cruz, BUDGET & MANAGEMENT
Submitted By: Marianella Canton, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Sanitation Program Approval to amend the Countywide Solid Waste Citizen Collection Station Rules.

BACKGROUND

On July 29, 2014, the Commissioners Court created and approved the Solid Waste Disposal Program for rural and unincorporated residents of Hidalgo County along with its rules. On December 02, 2014, the rules were amended to include money order as another form of payment. This amendment is being requested in order for the County to accept checks as an additional form of payment.

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No Budgetary Impact.

Attachments

Original Approved 07.29.14
1st Amendment 12.02.2014
legal
2ND AMEND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/15/2016 10:09 AM
Manuel Chapa	Manuel Chapa	01/15/2016 03:34 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Marianella Canton Started On: 01/14/2016 01:23 PM

Final Approval Date: 01/29/2016

HIDALGO COUNTY

SOLID WASTE CITIZEN COLLECTION STATION RULES & GUIDELINES

The Commissioners' Court of Hidalgo County has ordered a Solid Waste Disposal program and has adopted these Solid Waste Citizen Collection Station Rules and Guidelines in order to safeguard the public health; to ensure the safety of county employees; to ensure the safe and efficient operation of the citizen collection station; to ensure that only residential waste from rural and unincorporated area county residents is disposed of at the Citizen Collection Station and to control and monitor proper access to the Citizen Collection Station.

GENERAL CITIZEN COLLECTION STATION RULES

- The Citizen Collection Station will accept authorized solid waste generated by the rural and unincorporated resident living within Hidalgo County as described under these rules
- Rural boundaries are areas not within city limits
- The operator of any vehicle transporting authorized solid waste to the citizen collection station shall, as condition of use, present evidence and/or answer any reasonable questions concerning the nature and place of origin of that material as the sanitation attendant in charge may request
- The Attendant in Charge shall be obeyed at all times and all authorized solid wastes must be deposited in appropriate designated areas and in accordance with the collection station operator's instructions
- The County of Hidalgo reserves the right to reject any solid wastes, which it considers to be detrimental to the operation of the collection station, or contrary to these Rules
- The Citizen Collection Station will only admit vehicles with a valid collection station permit displayed on the vehicle.
- At the time of making application to obtain a permit, the applicant shall present and provide any requisite materials as described herein to determine eligibility
- Permits will be issued only to those applicants who comply with these Rules. The ownership of real property is not the determining factor as to who may receive a permit
- Use of the collection station shall be limited to the hours determined by each Precinct

PROHIBITED CONDUCT

Disposal of solid waste at any of the Hidalgo County Solid Waste Citizen Collection Station without a valid solid waste permit properly displayed a violation of established rules and guidelines may result in civil penalties. Complaints may be reported to the Hidalgo County Constable's Office(s); Violations shall be referred to the Office of the Criminal District Attorney.

PERMITS

A permit is required for use of all Hidalgo County Solid Waste Citizen Collection Stations. Permits must prominently be displayed on the user's vehicle and must be visible when within the Citizen Collection Station. All vehicles entering the Citizen Collection Station must display a valid permit issued to that specific vehicle and vehicle owner. All permits MUST have a permit application filled out in full before a permit is issued. Citizen Collection Station Permit permits are not valid until affixed to the permitted vehicle.

- ONLY Hidalgo County rural and unincorporated area residents will qualify for the permit
- All users are required to obtain a permit prior to use of the collection station
- Citizen Collection Station permit are not transferable
- Each permit will cost $25 and will be good for ninety (90) days from the date of purchase
- Permits for each additional vehicle may be obtained at a cost of $25 for ninety (90) days
- Proof of Hidalgo County rural residency, name, address, personal identification and vehicle information is required at the time of application
- Limit one (1) vehicle per permit
- Permit applications and renewals may be obtained at the designated Precinct Offices

HIDALGO COUNTY

SOLID WASTE CITIZEN COLLECTION STATION RULES & GUIDELINES

PAYMENT METHODS

- Cash
- Credit or Debit Cards

SCREENING

- Rural residents will be screened to ensure they possess a valid permit for the vehicle present
- Incoming trash will be visually inspected to deter un-authorized waste
- No vehicle will be allowed entry to the Citizen Collection Station without a valid permit displayed on the authorized vehicle
- Inspection on all white goods must be done in order to confirm if Freon has been removed
- Frequency of the person's use of the Citizen Collection Stations will be closely monitored to ensure compliance of set Rules

AUTHORIZED SOLID WASTE

Residential Waste

- Residential waste includes normal household refuse/garbage (paper, plastics, cans, food and vegetable scraps)
- All household trash must be bagged

Tires

- Limit four (4) passenger and light truck tires per month from residential customers
- Tire disposal will require prior precinct authorization

Brush & Yard Waste

- Leaves, grass clippings, tree trimmings and brush
- Each precinct will have a designated collection station that will allow brush or yard waste
- Brush should be cut in 3 to 4 foot lengths and securely tied

Bulky Items

- Any item measuring in excess of either forty eight (48) inches in length or fifty (50) pounds in weight
- Refrigerator, stoves, washing machines, dryers, water tanks, mattresses, chairs, furniture, electronics and couches

White Goods

- Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight
- Any item that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer
- Freon must be removed from all white goods in order to accept the items

Scrap Metal

- Metal that can be sold as scrap

HIDALGO COUNTY

SOLID WASTE CITIZEN COLLECTION STATION RULES & GUIDELINES

NON-AUTHORIZED SOLID WASTE

Commercial waste

- Contractor or commercial waste/building materials
- Demolition waste such as brick, concrete, shingles, wood, gypsum, and sheet rock

Automotive Parts

- Car batteries, fenders, vehicle doors, body and frame parts, engines, transmissions; as these items should be disposed of in a salvage yard.
- Commercial truck/tractor tires

Hazardous waste

- Pesticides, fertilizers, herbicides, chemicals and cleaners
- Paint thinners, toxins, poisons, asbestos, and petroleum products such as gas, oil and kerosene
- Drums, Paint Cans, liquids or solvents of any kinds
- Items with Freon (Refrigerators, freezers, A/C Units)
- Dead animals

ALLOWABLE VEHICLES

- Passenger cars including station wagons and sport utility vehicles, residential vans, pick-up trucks and small single axle utility trailers (overall size not to exceed 5' x 8')

VEHICLES NOT ALLOWED

- Dump trucks, Box Trucks, Rack Body Trucks, Large Trailers (exceeding 5' x 8') and large trucks (those with a cargo area exceeding manufacturer's full size pick-up truck body)
- Double axel trailers will not be accepted

****

NOTICE: ***DISPOSING OR ALLOWING OR PERMITTING THE DISPOSAL OF LITER OR OTHER SOLID WASTE AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR ; RECEIVING LITTER OR OTHER SOLID WASTE FOR DISPOSAL AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR; TRANSPORTING LITTER OR OTHER SOLID WASTE TO A PLACE THAT IS NOT AN APPROVED FACIILITY FOR DISPOSAL OR; DISPOSING SOLID WASTE OR LITTER IN A DUMPSTER THAT IS CONTROLLED BY SOMEONE ELSE WITHOUT PERMISSION, IS A VIOLATION OF LAW AND OFFENDERS SHALL BE PROSECUTED(Sub. Ch. B, Ch. 365 Health & SafetyCode).***

HIDALGO COUNTY

SOLID WASTE CITIZEN COLLECTION STATION RULES & GUIDELINES

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- The operator of any vehicle transporting authorized solid waste to the citizen collection station shall, as condition of use, present evidence and/or answer any reasonable questions concerning the nature and place of origin of that material as the sanitation attendant in charge may request
- The Attendant in Charge shall be obeyed at all times and all authorized solid wastes must be deposited in appropriate designated areas and in accordance with the collection station operator's instructions
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PROHIBITED CONDUCT

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PERMITS

A permit is required for use of all Hidalgo County Solid Waste Citizen Collection Stations. Permits must prominently be displayed on the user's vehicle and must be visible when within the Citizen Collection Station. All vehicles entering the Citizen Collection Station must display a valid permit issued to that specific vehicle and vehicle owner. All permits MUST have a permit application filled out in full before a permit is issued. Citizen Collection Station Permit permits are not valid until affixed to the permitted vehicle.

- ONLY Hidalgo County rural and unincorporated area residents will qualify for the permit
- All users are required to obtain a permit prior to use of the collection station
- Citizen Collection Station permit are not transferable
- Each permit will cost $25 and will be good for ninety (90) days from the date of purchase
- Permits for each additional vehicle may be obtained at a cost of $25 for ninety (90) days
- Proof of Hidalgo County rural residency, name, address, personal identification and vehicle information is required at the time of application
- Limit one (1) vehicle per permit
- Permit applications and renewals may be obtained at the designated Precinct Offices

HIDALGO COUNTY

SOLID WASTE CITIZEN COLLECTION STATION RULES & GUIDELINES

PAYMENT METHODS

- Cash
- Money Orders
- Credit or Debit Cards

SCREENING

- Rural residents will be screened to ensure they possess a valid permit for the vehicle present
- Incoming trash will be visually inspected to deter un-authorized waste
- No vehicle will be allowed entry to the Citizen Collection Station without a valid permit displayed on the authorized vehicle
- Inspection on all white goods must be done in order to confirm if Freon has been removed
- Frequency of the person's use of the Citizen Collection Stations will be closely monitored to ensure compliance of set Rules

AUTHORIZED SOLID WASTE

Residential Waste

- Residential waste includes normal household refuse/garbage (paper, plastics, cans, food and vegetable scraps)
- All household trash must be bagged

Tires

- Limit four (4) passenger and light truck tires per month from residential customers
- Tire disposal will require prior precinct authorization

Brush & Yard Waste

- Leaves, grass clippings, tree trimmings and brush
- Each precinct will have a designated collection station that will allow brush or yard waste
- Brush should be cut in 3 to 4 foot lengths and securely tied

Bulky Items

- Any item measuring in excess of either forty eight (48) inches in length or fifty (50) pounds in weight
- Refrigerator, stoves, washing machines, dryers, water tanks, mattresses, chairs, furniture, electronics and couches

White Goods

- Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight
- Any item that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer
- Freon must be removed from all white goods in order to accept the items

Scrap Metal

- Metal that can be sold as scrap

HIDALGO COUNTY

SOLID WASTE CITIZEN COLLECTION STATION RULES & GUIDELINES

NON-AUTHORIZED SOLID WASTE

Commercial waste

- Contractor or commercial waste/building materials
- Demolition waste such as brick, concrete, shingles, wood, gypsum, and sheet rock

Automotive Parts

- Car batteries, fenders, vehicle doors, body and frame parts, engines, transmissions; as these items should be disposed of in a salvage yard.
- Commercial truck/tractor tires

Hazardous waste

- Pesticides, fertilizers, herbicides, chemicals and cleaners
- Paint thinners, toxins, poisons, asbestos, and petroleum products such as gas, oil and kerosene
- Drums, Paint Cans, liquids or solvents of any kinds
- Items with Freon (Refrigerators, freezers, A/C Units)
- Dead animals

ALLOWABLE VEHICLES

- Passenger cars including station wagons and sport utility vehicles, residential vans, pick-up trucks and small single axle utility trailers (overall size not to exceed 5' x 8')

VEHICLES NOT ALLOWED

- Dump trucks, Box Trucks, Rack Body Trucks, Large Trailers (exceeding 5' x 8') and large trucks (those with a cargo area exceeding manufacturer's full size pick-up truck body)
- Double axel trailers will not be accepted

****

NOTICE: ***DISPOSING OR ALLOWING OR PERMITTING THE DISPOSAL OF LITER OR OTHER SOLID WASTE AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR ; RECEIVING LITTER OR OTHER SOLID WASTE FOR DISPOSAL AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR; TRANSPORTING LITTER OR OTHER SOLID WASTE TO A PLACE THAT IS NOT AN APPROVED FACIILITY FOR DISPOSAL OR; DISPOSING SOLID WASTE OR LITTER IN A DUMPSTER THAT IS CONTROLLED BY SOMEONE ELSE WITHOUT PERMISSION, IS A VIOLATION OF LAW AND OFFENDERS SHALL BE PROSECUTED(Sub. Ch. B, Ch. 365 Health & SafetyCode).***

Zimbra **marianella.canton@co.hidalgo.tx.us**

RE: Sanitation Program - Amendment

From : Jonathan Almanza <jonathan.almanza@da.co.hidalgo.tx.us> Fri, Jan 29, 2016 03:26 PM

1 attachment

Subject : RE: Sanitation Program - Amendment

To : 'Marianella Canton' <marianella.canton@co.hidalgo.tx.us>

Cc : victor garza <victor.garza@da.co.hidalgo.tx.us>, 'Josephine Ramirez' <josephine.ramirez@da.co.hidalgo.tx.us>, rey salazar <rey.salazar@co.hidalgo.tx.us>

Thank you for your request, after reviewing the proposed amendment to the Hidalgo County Solid Waste Citizens Station Program Rules and Guidelines regarding agenda item (AI-52969), our office approves as to form.

Sincerely,

Jonathan Lee Almanza
Assistant Criminal District Attorney
Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 292-7609 ext. 8183
(956) 318-2079 FAX
jonathan.almanza@da.co.hidalgo.tx.us

From: Marianella Canton [mailto:marianella.canton@co.hidalgo.tx.us]
Sent: Thursday, January 28, 2016 2:57 PM
To: Jonathan Almanza
Cc: Rey Salazar
Subject: Fwd: Sanitation Program - Amendment

Good Afternoon Jonathan,

I was told that you are in charge for reviewing the new amendment (check as an additional payment) for the Hidalgo County Solid Waste Citizens Station Program Rules and Guidelines

approved since July 2014. We have the AI-52969 submitted for next Commissioners Court (02/03/2016).

When do you think we may count with the respective legal review from your department?

Thanking you in advance for your prompt assistance and guidance in this matter.

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: "Marianella Canton" <marianella.canton@co.hidalgo.tx.us>
To: "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Cc: "Rey Salazar" <rey.salazar@co.hidalgo.tx.us>, "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Thursday, January 14, 2016 2:37:12 PM
Subject: Fwd: Sanitation Program - Amendment

My apologies in my previous email, I did not attach the draft.

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: "Marianella Canton" <marianella.canton@co.hidalgo.tx.us>
To: "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Cc: "Rey Salazar" <rey.salazar@co.hidalgo.tx.us>, "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Thursday, January 14, 2016 2:33:40 PM
Subject: Sanitation Program - Amendment

Good Afternoon Victor,

The Commissioners' Court created the Solid Waste Citizens Collection Station Program through an

order with its rules & guidelines on July 29, 2014. These rules were amended to include money orders as another form of payment on December 2, 2014. Currently, we have a request from one of the precinct to add checks as another form of payments.

Please find attached a copy of the Hidalgo County Solid Waste Citizens Station Rules and Guidelines amended along with the draft including check under the payment methods section for your review.

The AI has been requested to place it for our next CC (01/19/2015).

Thank you in advance for you kind and prompt assistance in this matter.

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

Amendment 02.02.2015.docx
24 KB

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

The Commissioners' Court of Hidalgo County has ordered a Solid Waste Disposal program and has adopted these Solid Waste Citizen Collection Station Rules and Guidelines in order to safeguard the public health; to ensure the safety of county employees; to ensure the safe and efficient operation of the citizen collection station; to ensure that only residential waste from rural and unincorporated area county residents is disposed of at the Citizen Collection Station and to control and monitor proper access to the Citizen Collection Station.

GENERAL CITIZEN COLLECTION STATION RULES

- The Citizen Collection Station will accept authorized solid waste generated by the rural and unincorporated resident living within Hidalgo County as described under these rules
- Rural boundaries are areas not within city limits
- The operator of any vehicle transporting authorized solid waste to the citizen collection station shall, as condition of use, present evidence and/or answer any reasonable questions concerning the nature and place of origin of that material as the sanitation attendant in charge may request
- The Attendant in Charge shall be obeyed at all times and all authorized solid wastes must be deposited in appropriate designated areas and in accordance with the collection station operator's instructions
- The County of Hidalgo reserves the right to reject any solid wastes, which it considers to be detrimental to the operation of the collection station, or contrary to these Rules
- The Citizen Collection Station will only admit vehicles with a valid collection station permit displayed on the vehicle.
- At the time of making application to obtain a permit, the applicant shall present and provide any requisite materials as described herein to determine eligibility
- Permits will be issued only to those applicants who comply with these Rules. The ownership of real property is not the determining factor as to who may receive a permit
- Use of the collection station shall be limited to the hours determined by each Precinct

PROHIBITED CONDUCT

Disposal of solid waste at any of the Hidalgo County Solid Waste Citizen Collection Station without a valid solid waste permit properly displayed a violation of established rules and guidelines may result in civil penalties. Complaints may be reported to the Hidalgo County Constable's Office(s); Violations shall be referred to the Office of the Criminal District Attorney.

PERMITS

A permit is required for use of all Hidalgo County Solid Waste Citizen Collection Stations. Permits must prominently be displayed on the user's vehicle and must be visible when within the Citizen Collection Station. All vehicles entering the Citizen Collection Station must display a valid permit issued to that specific vehicle and vehicle owner. All permits MUST have a permit application filled out in full before a permit is issued. Citizen Collection Station Permit permits are not valid until affixed to the permitted vehicle.

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- Limit one (1) vehicle per permit
- Permit applications and renewals may be obtained at the designated Precinct Offices

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

PAYMENT METHODS

- Cash
- Money Orders
- Credit or Debit Cards
- Checks

SCREENING

- Rural residents will be screened to ensure they possess a valid permit for the vehicle present
- Incoming trash will be visually inspected to deter un-authorized waste
- No vehicle will be allowed entry to the Citizen Collection Station without a valid permit displayed on the authorized vehicle
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- Residential waste includes normal household refuse/garbage (paper, plastics, cans, food and vegetable scraps)
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HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

NON-AUTHORIZED SOLID WASTE

Commercial waste

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- Car batteries, fenders, vehicle doors, body and frame parts, engines, transmissions; as these items should be disposed of in a salvage yard.
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- Pesticides, fertilizers, herbicides, chemicals and cleaners
- Paint thinners, toxins, poisons, asbestos, and petroleum products such as gas, oil and kerosene
- Drums, Paint Cans, liquids or solvents of any kinds
- Items with Freon (Refrigerators, freezers, A/C Units)
- Dead animals

ALLOWABLE VEHICLES

- Passenger cars including station wagons and sport utility vehicles, residential vans, pick-up trucks and small single axle utility trailers (overall size not to exceed 5' x 8')

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AI-53206

Budget and Management 23.
E. 2.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Sergio Cruz, BUDGET & MANAGEMENT
Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Various Pct 4 Projects (1200):
Approval of 2016 appropriation of funds from the R&B unreserved fund balance in the amount of $396,302.86 to fund Pct 4 Rio Grand Care & Trenton road projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1200-431-00-124-XXX-0-721
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Appropriation of funds for Pct 4 road projects. Monies are taken from the R&B unreserved fund balance. (Pending closing of FY2015 by the Auditor's Office)

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 03:45 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Merlen P. Munoz Started On: 01/29/2016 02:17 PM
Final Approval Date: 01/29/2016

DATE: January 29, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Various PCT 4 Road Projects**

ACCOUNT NUMBER: 6-1200-431-00-124-XXX-0-721

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
6-1200-431-00-124-171-0- 721	PCT4 RIO GRANDE CARE(M. CRIS	ROADS	141,302.86
6-1200-431-00-124-XXX-0- 721	PCT4 TRENTON(TOWER-CESAR C	ROADS	255,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**396,302.86**

REASON: To appropriate funding into operating expenditures for Pct 4 road projects. Monies will be appropriated from the R&B unreserved Fund Balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-53211

Budget and Management 23.
F. 1.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Sergio Cruz, BUDGET & MANAGEMENT
Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 4 Rio Grande Care Rd (1200):
Approval of 2016 interfund transfer from Co. Wide Adm-Contingency (1100) to Pct 4 Rio Grande Care Road Project (1200) in the amount of $148,697.14 to partially fund anticipated project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1X00-XXX-XX-XXX-0-XXX
FUNDS AVAILABLE Y/N?:	Y-Pending	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:
Funds available pending commissioners' court approval of AI-53212

Attachments
Interfund

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	01/29/2016 02:51 PM
Budget & Management	Veronica Ortiz	01/29/2016 03:46 PM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Merlen P. Munoz Started On: 01/29/2016 02:31 PM
Final Approval Date: 01/29/2016

DATE: January 29, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct 4 Rio Grande Care Road

2016
Interfund Transfer
AI-53211

ACCOUNT NUMBER: **6-1X00-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:				
6-1100-415-00-115-002-0-	899	CO WIDE ADM	CONTINGENCY	(148,697.14)
6-1100-491-01-000-200-0-	**891**	**TRANSFER OUT-**	**ROAD & BRIDGE**	**148,697.14**
TO:				
6-1200-391-01-000-100-0-	**000**	**TRANSFER IN-**	**GENERAL FUND**	**148,697.14**
6-1200-431-00-124-XXX-0-	721	PCT 4 RIO GRANDE CARE RD	ROADS	148,697.14
		TOTAL BUDGET INCREASE (DECREASE)		**148,697.14**

REASON: To assist Pct 4 with Rio Grande Care road project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-53152

Purchasing Department 24.
A. 1.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Yolanda Velasquez, PURCHASING DEPT.
Submitted By: Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation for consideration, action and approval of the proposed Letter of Engagement received from number #1 ranked firm of Burton, McCumber & Cortez for the provision of Independent Audit Services for Hidalgo County with initial engagement for fiscal years 2015 & 2016 with HC option to negotiate fees for the 2017 & 2018 fiscal year audits with compliance with HB1295 [when and if applicable].

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Monies for this engagement would need to be provided by all affected parties:
HC-DBM and Federal Programs/Agencies

FISCAL YEAR: 2016 ACCT. #: 6-1100-415-13-125-005-0-335
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:

Attachments

Burton McCumber-1295 Form Letter
Letter of Engagement
Email-To Graders
BAFO.pdf

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/29/2016 03:02 PM

Budget & Management	Veronica Ortiz	01/29/2016 03:37 PM
Glinda Pacheco	Glinda Pacheco	01/29/2016 04:16 PM
Glinda Pacheco	Glinda Pacheco	01/29/2016 04:16 PM
Auditor's Office	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Marty Salazar Started On: 01/27/2016 11:41 AM

Final Approval Date: 01/29/2016

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 05, 2016

Burton McCumber & Cortez, L.L.P.
Bidder's name
205 Pecan Blvd.
Address
McAllen,
City
Texas 78501
State, Zip Code

Re: **C-15-328-01-05**
HIDALGO COUNTY
Request for Qualifications – "Professional Auditing Services "

Dear Mr. Longoria:

In order to process the award of bid/**contract** resulting from this bid, the County is required, as of January 1, 2016, to comply with Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced bid/contract, you must complete Form 1295. You can find the 1295 form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of Form 1295, provide the C-15-328-01-05 as shown above. Once completed, Form 1295 must be signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to execute and finalize the contract presented and awarded by Hidalgo County Commissioners Court on January 05, 2016, the signed notarized Form 1295 must be received in our office completed via fax to (956) 292-7612 or via email to: yolanda.velasquez@co.hidalgo.tx.us on or before Friday, January 29, 2016 . Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

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/yzv
Enclosures

BMC

Burton McCumber & Cortez, L.L.P.
Certified Public Accountants & Management Consultants

205 Pecan Boulevard
McAllen, Texas 78501-2354
Telephone 956/618-2300
Facsimile 956/618-2333
www.bmctexas.com

Offices In:
Brownsville
McAllen
Matamoros

January 28, 2016

County of Hidalgo, Texas
The Honorable Judge Ramon Garcia
And Commissioners
2812 S. Business Hwy 281
Edinburg, Texas 78542

We are pleased to confirm our understanding of the services we are to provide the County of Hidalgo, Texas (County) for the years ended December 31, 2015 and 2016 and at the County's option for the years ended December 31, 2017 and 2018 as set forth in the County's RFQ No. 2015-328-12-02-YZV.

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the County as of and for the years ended December 31, 2015 and 2016 and at the County's option for the years ended December 31, 2017 and 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's 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. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding 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 will 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. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole and included as part of the County's Comprehensive Annual Financial Report:

1) Schedule of Expenditures of Federal and State Awards.
2) Combining and Individual Nonmajor Fund Financial Statements and Schedules
3) Related Agency Financial Statements
4) Budgetary Comparison Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1) Introductory Section

2) Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Uniform Guidance (OMB Circular A-133), *Audits of States, Local Governments, and Non-Profit Organizations.*

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Judge and Commissioners of the County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. 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 will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the County in conformity with U.S. generally accepted accounting principles and OMB Circular A-133 based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. Also, you will assist in the copy of any pertinent information necessary for our files and will assist in the preparation of select audit schedules as required. To the extent that any of the information necessary for us to complete our audit is not submitted to us timely, you understand that such delays could cause delays in the overall completion of the audit.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Burton, McCumber & Cortez, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Burton McCumber & Cortez, LLP personnel. Furthermore, upon request, we may provide copies of selected audit

documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the County's cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Ricky Longoria is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our estimates of the fees to complete the audit for each of the years for which we are engaged are set forth below.

	2015	2016
County of Hidalgo	$ 155,000	$ 155,000
Head Start Program	$ 36,000	$ 36,000
Community Service Agency	$ 25,000	$ 25,000
Urban County Program	$ 32,000	$ 32,000

Should the County exercise its option to extend our services for the years 2017 and 2018, we would propose the following fees:

	2017	2018
County of Hidalgo	$ 160,000	$ 160,000
Head Start Program	$ 37,000	$ 37,000
Community Service Agency	$ 26,000	$ 26,000
Urban County Program	$ 33,000	$ 33,000

Our estimated fees for the years described above assume that there will be no significant changes to the operations of the County, Agencies or Departments, professional standards pertaining to accounting or auditing matters or unforeseeable events. If significant changes are noted, we will meet with management and discuss these changes and we will derive a new fee estimate for your consideration and approval.

Our invoices for these fees will be rendered each month as work progresses and are payable within 30 days after receipt of the invoice by you. In accordance with our firm polices, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out of pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate based on the hourly rates listed below.

Experience Level	Hourly Rate
Partner	$ 275
Manager	$ 165
Supervisor/In-Charge	$ 120
Staff	$ 80

Our audit engagement ends on delivery of our audit report for any one year. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service. Accordingly, this engagement includes only those services specifically described in this letter. Costs and time spent on legal matters or proceedings arising from our engagement, such as subpoenas, testimony or consultation involving private litigation, arbitration or government regulatory inquiries at your request of by subpoena, will be billed separately.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. A copy of our peer review was included in our response to the County's Request for Qualifications pertaining to this engagement. In addition, a copy of our peer review can be read on-line at www.aicpa.org.

If any portion of this letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portion.

We appreciate the opportunity to be of service to the County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

BURTON MCCUMBER & CORTEZ, LLP

Ricky Longoria, CPA, CFE
Partner

RESPONSE:

This letter correctly sets forth the understanding of the County of Hidalgo, Texas.

By_____ _____
Ramon Garcia, County Judge Date

Fwd: Request for Letter of Engagement-Professional Auditing Services

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Fri, Jan 29, 2016 02:45 PM

1 attachment

Subject : Fwd: Request for Letter of Engagement-Professional Auditing Services

To : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

FYI for project file.

----- Forwarded Message -----

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>, "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>, "Raul Lozano" <raul.lozano@co.hidalgo.tx.us>, "Armando Garza" <armando.garzajr@co.hidalgo.tx.us>, "Mona Parras" <mona.parras@co.hidalgo.tx.us>, "jesse ozuna" <jesse.ozuna@co.hidalgo.tx.us>, "Yolanda Chapa" <yolanda.chapa@co.hidalgo.tx.us>
Cc: "Diana Serna" <diana.serna@co.hidalgo.tx.us>, "Antonio Barco" <antonio.barco@co.hidalgo.tx.us>, "teresa flores" <teresa.flores@hchsp.org>, "Jaime Longoria" <jaime.longoria@co.hidalgo.tx.us>
Sent: Friday, January 29, 2016 2:20:43 PM
Subject: Fwd: Request for Letter of Engagement-Professional Auditing Services

Orginal Grading Committee Members:
Attached for your review and comment is the proposed letter of engagement from BMC for fiscal years 2015 & 2016. Fiscal years 2017 & 2018 are also proposed. We have placed the LOE on next Tuesdays HCCC agenda for presentation and action. I have also taken the liberty of

sending it to the three [3] federal funding programs and/or agencies included in the proposal. There are increases from the previous year's fees. Please make any necessary budgetary adjustments to your audit budgets.
Yours truly,
Marty S.

----- Forwarded Message -----

From: "Adelita Felix" <Adelita.Felix@bmctexas.com>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Cc: "martha salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, January 29, 2016 11:56:39 AM
Subject: RE: Request for Letter of Engagement-Professional Auditing Services

Good morning,

Attached is the completed Form 1295 along with Engagement Letter.

Please let me know if you have any questions.

Thanks.

Adel Felix, CPA, CFE

Burton McCumber & Cortez, LLP | OFFICE: (956) 618-2300 | FAX: (956) 618-2333

Web Site: www.bmctexas.com

From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, January 26, 2016 8:59 AM
To: Adelita Felix <Adelita.Felix@bmctexas.com>
Cc: martha salazar <martha.salazar@co.hidalgo.tx.us>
Subject: Request for Letter of Engagement-Professional Auditing Services
Importance: High

Good morning Ms. Felix,

Pursuant to action taken by Hidalgo County Commissioners' Court on Tuesday, January 05, 2016, be advised that your firm has been selected (ranked number one) to enter into negotiation for "Letter of Engagement" with Hidalgo County to provide Auditing Services.

We request that you submit a proposed "Letter of Engagement", no later than 1:30 p.m. Friday, January 29, 2016. Please acknowledge receipt of this email with commitment to submit documentation by deadline returned via email to: yolanda.velasquez@co.hidalgo.tx.us

Be advised that as of January 01, 2016, in order to process the award of contract resulting from this SOQ, the County is required, to comply with Texas Government Code 2252.908, and the rules issued by the Texas Ethics Commission. Attached please find letter with more details and steps to complete form 1295 "Certificate of Interested Parties".

If you should require additional information, please let me know.

Thank you.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

HC Engagement Letter.pdf
5 MB

Re: Request for Letter of Engagement-Professional Auditing Services

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Fri, Jan 29, 2016 02:26 PM

1 attachment

Subject : Re: Request for Letter of Engagement-Professional Auditing Services

To : Adelita Felix <Adelita.Felix@bmctexas.com>, Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>, Linda Fong <linda.fong@auditor.co.hidalgo.tx.us>, Yolanda Chapa <yolanda.chapa@co.hidalgo.tx.us>, Raul Lozano <raul.lozano@co.hidalgo.tx.us>, Armando Garza <armando.garzajr@co.hidalgo.tx.us>, Mona Parras <mona.parras@co.hidalgo.tx.us>, Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>

Cc : Diana Serna <diana.serna@ucp.co.hidalgo.tx.us>, Antonio Barco <antonio.barco@co.hidalgo.tx.us>, teresa flores <teresa.flores@hchsp.org>, Jaime Longoria <jaime.longoria@co.hidalgo.tx.us>, Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

Ms. Felix:
As part of the negotiation process, we are requesting your

best and final offers on ALL the fees proposed in your Letter of Engagement. Please respond by no later than noon on Monday February 1, 2016 to Ms. Yolanda Velasquez.
Respectfully,
Marty Salazar

----- Original Message -----

From: "Adelita Felix" <Adelita.Felix@bmctexas.com>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Cc: "martha salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, January 29, 2016 11:56:39 AM
Subject: RE: Request for Letter of Engagement-Professional Auditing Services

Good morning,

Attached is the completed Form 1295 along with Engagement Letter.

Please let me know if you have any questions.

Thanks.

Adel Felix, CPA, CFE

Burton McCumber & Cortez, LLP | OFFICE: (956) 618-2300 | FAX: (956) 618-2333

Web Site: www.bmctexas.com

From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, January 26, 2016 8:59 AM
To: Adelita Felix <Adelita.Felix@bmctexas.com>
Cc: martha salazar <martha.salazar@co.hidalgo.tx.us>
Subject: Request for Letter of Engagement-Professional Auditing Services
Importance: High

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Be advised that as of January 01, 2016, in order to process the award of contract resulting from this SOQ, the County is required, to comply with Texas Government Code 2252.908, and the rules issued by the Texas Ethics Commission. Attached please find letter with more details and steps to complete form 1295 "Certificate of Interested Parties".

If you should require additional information, please let me know.

Thank you.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

HC Engagement Letter.pdf
5 MB

AI-53142

Purchasing Department 24.
A. 2.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion and action on the "No Bid" tabulation sheet for: Voluntary [Post Tax] Emergency Air Ambulance Services including, but not limited to, the following issues:
A. Treasurer's Office reports approximately 295+ employees are enrolled;
B. Current company has failed to pay administrative fee for payroll deduction services and Treasurer [as per A. Zamarripa] has suspended deductions until payment is received from Air Vac EMS, dba, Air Evac Life Team;
C. Current contract with Air Vac EMS, dba, Air Evac Life Team expires 02-28-16;
with decision by HCCC to:
D. Re-advertise the project; or, in the alternative,
E. Cancel this post tax voluntary product for HC employees.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-415-18-160-001-00-540
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
If approved for advertising, only expense would be advertising the project.

Attachments

Acceptance Sheet
Participation Log

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/27/2016 04:30 PM
Budget & Management	Veronica Ortiz	01/28/2016 10:21 AM
Glinda Pacheco	Glinda Pacheco	01/28/2016 03:36 PM
Auditor's Office	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Marty Salazar Started On: 01/27/2016 10:40 AM
Final Approval Date: 01/29/2016

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP ACCEPTANCE SHEET

RFP ACCEPTANCE DATE: January 27, 2016 | **RFP OPENING TIME:** 9:30 A.M.

DESCRIPTION RFP: Hidalgo County-"Voluntary (Post Tax) Emergency Air Ambulance Services"

RFP NO: 2016-020-01-27-SMA | **BUYER: Sandra Montalvo**

	NAME OF COMPANY	ACKNOWLEDGEMENT OF RECEIPT OF RFP RESPONSE
1.	No Bids	_____Original _____Copies
2.		_____Original _____Copies
3.		_____Original _____Copies
4.		_____Original _____Copies
5.		_____Original _____Copies
6.		_____Original _____Copies
7.		_____Original _____Copies
8.		_____Original _____Copies

Hidalgo County Purchasing Department

Bid Opening Sign-In Sheet

Date: 01/27/16

	Please Print Name	Company Name
1.	Norma G. Cantu	Co. Clerk
2.	Sandy Suarez	Purchasing
3.	Heidi Ortiz	
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Bid #	Description
1. 2016-008-01-27-YZV	PROFESSIONAL PHYSICIAN SERVICES
2. 2016-020-01-27-SMA	VOLUNTARY (POST TAX) EMERGENCY AIR AMBULANCE
3.	
4.	

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: ***November 18, 2015*** | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: **Hidalgo County** "Voluntary (Post Tax) Emergency Air Ambulance Services"

RFP NO.: ***2016-020-01-27-SMA*** | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (if applicable) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	PRIME VENDOR Attn: Prime Vendor, Inc.	EMR	Sandra Montalvo	01/12/16	4622 Cedar Avenue Bldg 5 Suite 124 Wilmington, NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 Contact Email: work41@prime-vendor.com
2)	Air Evac EMS, Inc. Attn: Brice Calahan	EMR	Sandra Montalvo	01/12/16	P.O. BOX 948 West Plains, MO 65775 bcalahan123@gmail.com 800-793-0010
3)					
4)					
5)					
6)					
7)					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

AI-53048

Purchasing Department 24. A. 3.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance of the responses received as "qualified" for award for: "Title Company Related Services-POOL" (as listed in the RFP Acceptance Sheet attached hereto) and approval of the contract(s) for RFP: No.: 2016-010-01-13-SMA;

b. Approval of Agreements with firms as (set forth below) in connection to the 2016 Pool for "Title Company Related Services" for Hidalgo County with [compliance of HB Forms 1295] by both vendors (see attachments):

- C-16-010-02-03-Sierra Title of Hidalgo County, Inc., commencing, March 28, 2016
- C-16-010A-02-03-Valley Land Title Company, commencing, March 28, 2016

BACKGROUND

1. Current Contracts expire: 03/26/2016;
2. Five [5] packets requested and/or distributed;
3. Two [2] vendors eligible for CC consideration for ranking as "qualified" to create the "pool"
4. Agreement# C-16-010-02-03-Sierra Title of Hidalgo County Inc
5. Agreement# C-16-010A-02-3-Valley Land Title Company
6. HB Form 1295 for both Sierra Title & Valley Land Title
6. Legal's approval

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

These services are available for County Wide use on an "As Needed Basis"; A Purchase Order is required prior to requesting services.

Attachments

acceptance

participation

1295 Letter
Contract-Sierra Title of Hid Co-HC
HB1295-Notarized&Acknowledged-Sierra-C-16-010-02-03
Contract-Valley Land Title-HC
HB1295-Notarized&Acknowledged-Valley Land Title Co-C-16-010A-02-03
Legals approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/27/2016 11:13 AM
Budget & Management	Veronica Ortiz	01/28/2016 10:06 AM
Glinda Pacheco	Glinda Pacheco	01/28/2016 02:29 PM
Auditor's Office	Janie Alejos	01/29/2016 04:32 PM
Purchasing Department	Marty Salazar	01/29/2016 04:51 PM

Form Started By: Sandra Montalvo Started On: 01/20/2016 02:42 PM
Final Approval Date: 01/29/2016

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP ACCEPTANCE SHEET

DEPARTMENT NAME: ***Hidalgo County "Title Company Related Services-POOL"***

RFP Acceptance date: January 13, 2016@ 9:30 A.M.	**RFP NO: 2016-010-01-13-SMA**

	NAME OF COMPANY	ACKNOWLEDGE RECEIPT
1.	**SIERRA TITLE**	__1__ ORIGINAL __NO__ COPIES
2.	**VALLEY LAND TITLE**	__1__ ORIGINAL __7__ COPIES
3.		_____ ORIGINAL _____ COPIES
4.		_____ ORIGINAL _____ COPIES
5.		_____ ORIGINAL _____ COPIES
6.		_____ ORIGINAL _____ COPIES

REQUIREMENTS	PARTICIPATING VENDORS	
	VALLEY LAND TITLE	**SIERRA TITLE**
EXHIBIT- C Certificate of Insurances (including) Insurance Requirement Acknowledgment Project Requirements Acknowledgment (certificates, licenses, permits)		
EXHIBIT D-CIQ Form (must be recorded on a yearly basis)		
EXHIBIT D (CIQ) ***Recorded*** *with receipt of recorded from the County Clerk's office*		
EXHIBIT- E-Proposer Affidavit *If applicable*		
BIDDER/VENDOR APPLICATION		
HUB FORM		
W-9 FORM		
DEBARMENT FORM		
CERTIFICATE OF LICENSE		
PERSONNEL & STAFFING ORGANIZATIONAL CHART		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING LOG

ACCEPTANCE OPENING DATE: January 13, 2016 | **RFP ACCEPTANCE TIME:** 9:30 A.M.

RFP DESCRIPTION: *Hidalgo County- "Title Report Related Services-(Pool)"*

RFP No.: 2016-010-01-13-SMA | **Buyer: Sandra Montalvo**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (if applicable) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1) VALLEY LAND TITLE CO. Attn: Paul R. Rodriguez CEO	Email	Sandra Montalvo	12/21/15	6013 North 10th Street McAllen, TX 78504 (956) 217-3101 (956) 217-3190 fax rodriguezp@valleylandtitleco.com
2) SIERRA TITLE OF HIDALGO COUNTY, INC. John R. King, / M. Pulido	Email	Sandra Montalvo	12/21/15	3401 N.10th Street McAllen, Texas 78501 **P** (956) 687-6294 Law Office P (956) 682-8321 Sierra Title Office **F** (956) 687-5514 Jking@kingrgvlaw.com mpulido@mca.sierratitle.com
3) HOLLERBACH & ASSOCIATES, INC Attn: Jim Hollerbach	Email	Sandra Montalvo	12/22/15	6700 N. New Braunfels Ave. San Antonio, TX 78209 210-226-2556 Office 210-242-4426 Direct 210-226-2571 Fax 210-861-2556 Mobile jhollerbach@hollerbach.com
4) ASEBEDO POOL SERVICE Attn: Richard Asebedo	IP	Sandra Montalvo	12/21/15	4817 WALNUT ST McAllen, Tx 78501 956-463-4344 rsasebedo@att.net
5) Jim Brugin & Associates, LLC Gregory Moore	Email	Sandra Montalvo	12/06/16	30302 2nd St. Fulshear, Texas 77441 281-346-1584 Gmor010@ymail.com
6)				
7)				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/Fax: (956) 318-2629

January 20, 2016

Valley Land Title Co.
6013 N. 10th Street,
McAllen, Tx 78504

Re: **Bid No: 2016-010-01-13-SMA**
HIDALGO COUNTY
Request for Proposal-"Title Report Related Services-Pool"

Dear Mr. King.

In order to process the award of bid/contract resulting from this bid, the County is required, as of January 1, 2016, to comply with Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced bid, you must complete Form 1295. You can find the 1295 form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of Form 1295, provide the **RFP No.:2016-010-01-13-SMA** shown above. Once completed, Form 1295 must be signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to maintain the schedule for presentation to **Commissioners Court on February 3, 2016,** the signed notarized Form 1295 must be received in our office completed via email to: sandra.montalvo@co.hidalgo.tx.us on or before **Tuesday, January 26, 2016 at 11:00 A.M.** **Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.**

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/sma

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/Fax: (956) 318-2629

January 20, 2016

Sierra Title of Hidalgo County, Inc.
3401 N. 10th St.
McAllen, Tx 78501
Attn: John King/Marielsa Pulido

Re: **Bid No: 2016-010-01-13-SMA**
HIDALGO COUNTY
Request for Proposal-"Title Report Related Services-Pool"

Dear Mr. King.

In order to process the award of bid/contract resulting from this bid, the County is required, as of January 1, 2016, to comply with Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

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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/sma

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-16-010-02-03

THIS AGREEMENT is made effective the **3rd** day of **February, 2016**, by and between the **County of Hidalgo, Texas** ("County") and **Sierra Title of Hidalgo County, Inc.** (Title Agent/Examiner).

W I T N E S S E T H:

WHEREAS, the County requires services for: **"Title Report Related Services"** located within **Hidalgo County** and;

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Company Services", and

WHEREAS, from which "Title Company Services" firm(s)/vendor has been selected from the "Pool" of pre-qualified Title Company Services from response to the Request for Proposals (RFP), and;

WHEREAS, County has determined that the services of "Title Company" are sometimes necessary to carry out the required report activities, and;

WHEREAS, the County has selected the Title Agent/Examiner to provide title report services within the County of Hidalgo, Texas in accordance to Exhibit "A-1", Request for Proposals (RFP) Procurement Packet and through its procured approved pool of "Title Company Services Pool".

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Agent/Examiner do mutually agree as follows:

1. Scope of Services. Title Agent/Examiner agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be provided by the Title Agent/Examiner". Title Agent/Examiner selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel. ***The Title Agent/Examiner will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.***

Further, in the event that it is demonstrated by Title Agent/Examiner that Hidalgo County has caused or delayed thus preventing the Title Agent/Examiner from meeting the specified agreed upon deadline to provided the title report(s) ordered, Title Examiner/Agent must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. Term. This Contract is for a period of **one (1) year,** effective, **March 28, 2016,** expiring, **March 27, 2017** with the County's option to extend/renew for an additional one (1) year period based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term, under the same rates, terms and conditions.

3. Non-Exclusive Services of Title Agent/Examiner. Hidalgo County reserves the right to request these services from other sources other than the Title Agent/Examiner and shall not be in violation of any terms or conditions of this Agreement.

4. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Agent/Examiner the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Examiner/Agent. The Title

Agent/Examiner is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Title Agent/Examiner agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Agent/Examiner shall be mailed to the address shown in numbered paragraph 20, hereof.

5. Progress. Upon acceptance of a work order, the Title Agent/Examiner shall undertake and complete the authorized work. The County or the Title Agent/Examiner can request conferences to be provided at the Title Agent/Examiner's office, the office of the County or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Title Agent/Examiner, or a subcontractor, the Title Agent/Examiner shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title

Agent/Examiner unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Agent/Examiner, the County shall require the Title Agent/Examiner to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Agent/Examiner, the County will reimburse the Title Agent/Examiner for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Title Agent/Examiner shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

8.1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

8.2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Title Agent/Examiner or furnished to the Title Agent/Examiner by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Title Agent/Examiner may, at its own expense, have copies made of the documents or any other data furnished the County under

this contract.

10. Independent Contractor. Title Agent/Examiner must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Title Agent/Examiner under this Contract. Notwithstanding the foregoing sentence, Title Agent/Examiner represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Title Agent/Examiner agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. Title Agent/Examiner and County agree that this contract shall be in effect until this Contract expires or is terminated by County without cause on thirty (30) days prior written notice to Title Agent/Examiner.

12. Insurance. Title Agent/Examiner agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, '100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a Certificate of Insurance (Exhibit “C”), issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Title Agent/Examiner, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial

regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Title Agent/Examiner fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Agent/Examiner fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Agent/Examiner.

16. 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.

17. 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 Title Agent/Examiner, and not otherwise.

18. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Title Agent/Examiner should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Title Agent/Examiner shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Title Agent/Examiner's intentional

actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attn: County Judge 100 East Cano, 2nd Floor (Admin. Bldg.) Edinburg, Texas 78539
If to Title Agent/Examiner:	**Sierra Title of Hidalgo County, Inc.** Attn: John R. King, CEO 3401 N. 10th Street McAllen, Texas 78501

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

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or

convenient to effectuate and carry out the terms of this Contract.

23. Binding Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

24. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. Authority. The execution and performance of this Contract by County and Title Agent/Examiner have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Agent/Examiner in accordance with its terms.

26. 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 ten (10) days written notice to Title Agent/Examiner. County agrees, however, to use reasonable efforts to secure funds necessary for the 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. 1995).

27. 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.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT on: _____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

TITLE AGENT/EXAMINER:
SIERRA TITLE OF HIDALGO COUNTY, INC.

By: _____

Printed Name: John R. King

Title: CEO

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT “A-1”

REQUEST FOR PROPOSALS (RFP) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 21, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Proposals -***"TITLE REPORT RELATED SERVICES-POOL"***
RFP NO: 2016-010-01-13-SMA

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/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSAL (RFP)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources)
"Title Report Related Services-Pool"
RFP NO: 2016-010-01-13-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	**Request for Proposal Letter**	**1**
2.	**Request for Proposal , Legal Notice**	**8**
3.	**Exhibit A, Requirements**	**7**
4.	**Exhibit B, Evaluation Form**	**1**
5.	**Exhibit C, Insurance Requirements,**	**4**
6.	**Exhibit D, CIQ Conflict of Interest Questionnaire**	**1**
7.	**Exhibit E, Proposer's Affidavit**	**1**
8.	**Vendor/Bidder Application and W-9 form**	**6**
9.	**Certification Regarding Debarment**	**1**
10.	**Draft Professional Service Agreement**	**12**

The above mentioned items shall be found in the Request for Proposal (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 21, 2015
Date

RFP NO: 2016-010-01-13-SMA	BUYER II: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"TITLE COMPANY RELATED SERVICES-Pool"
(All funding sources)

January 13, 2016 @ 9:30 a.m.

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–Title Company Related Services-Pool"***, 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) copie**s 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: 2016-010-01-13-SMA-Hidalgo County-(all funding sources)Title Company Related Services-Pool"*** 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, January 13, 2016.***

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: 2016-010-01-13-SMA-Hidalgo County (all funding sources)-Title Company Related Services-Pool"*

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) <u>DELIVERY INSTRUCTIONS FOR GOODS AND SERVICES: (If applicable)</u>

- 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) <u>BILLING AND PAYMENT INSTRUCTIONS:</u>

- 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-Title Company Related Services-Pool"**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17) **SCHEDULE OF EVENTS:**

Proposal Acceptance Date Opening, 9:30 A.M.	**January 13, 2016**
Award of Contract:	
Commence Service or Products:	

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.~~

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.

19) DISCLOSURE OF CONFLICT OF INTEREST:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who 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 North. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

20) If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21) Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22) Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23) Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful 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.

24) Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26) Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or

damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27) Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29) The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30) Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31) Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

HIDALGO COUNTY
(all funding sources)
"Title Company Related Services-Pool"

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,

FIRM: _____

ADDRESS: _____

BY: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT A
Requirements

REQUEST FOR PROPOSAL

HIDALGO COUNTY

"Title Company Related Services-Pool"

RFP NO: 2016-010-01-13-SMA

(NIGP CODES: 968-66-Title Services ROW; 946-46-Title & Escrow Services)

Hidalgo County is requesting sealed proposals from qualified and interested title companies in order to establish a pre-qualified pool of providers for ***"Title Company Related Services-Pool"*** for the purposes of providing and rendering title policy related services on an **"As Needed/Non Exclusive Basis"** per project by all County Departments and/or applicable programs requiring said services as set forth in the requirements.

Sealed proposals will be accepted until ***9:30 A.M., Wednesday, December 30, 2015.*** **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

SECTION I
GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County requires that "Request for Proposals" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

All costs and expenses associated with the preparation and submission of (~~bids,~~ proposals, ~~and/or quotes~~) shall be the responsibility of the bidder/proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant 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 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 complete 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.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:
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 hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering the RFP, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

RFP QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements procedures must be received in the Purchasing Department **via e-mail:** sandra.montalvo@co.hidalgo.tx.us **BY NO LATER THAN Wednesday, January 6, 2016 at 5:00 p.m. Responses will be sent to all applicants VIA EMAIL by Friday, January 8, 2016 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

TERM OF CONTRACT:
Upon approval and acceptance by Hidalgo County Commissioner's Court, the term of the pre-qualified pool of "Title Company Related Services" will be for a period of one (1) year period with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions.

Hidalgo County reserves the right to continue this RFP/pool for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

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
RFP REQUIREMENTS

REQUEST FOR PROPOSAL:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

PURPOSE:
Hidalgo County is requesting sealed proposals from certified, licensed and interested title companies in order to establish a pre-qualified pool of providers for ***"Title Company Related Services- Pool"*** for the purposes of providing and rendering title policy related services on an **"As Needed/Non-Exclusive/Purchase Order Basis"** per project for title company related services on an **"As Needed/Non-Exclusive/Purchase Order Basis"** to all Hidalgo County Elected Offices, Departments, Programs, Agencies through their funding sources.

CONTENTS:
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

QUALIFICATIONS-REQUIREMENTS-SCOPE OF SERVICES:

I. *Minimum Firm Qualifications:*

a) The firm must possess a current license from the Texas Board of Insurance

b) The firm or vendor selected is to have adequate experience and staff, such as, but not limited to:

- Title Examiners
- Closing Officers
- Escrow Agents

c) The provider should have experience with State (i.e. TxDOT), County and other governmental entities as well as private sector firms.

II. *REQUIREMENTS:*

Each proposal must address, but may not be limited, to the following issues:

a) Firm Name;

b) Name, position, phone and fax number of Point of Contact (POC);

c) Name of Principal/Owner and number of years in business;

d) Provide the number of staff members available in order to render (but not limited to) all the services described and listed herein;

e) List three (3) governmental projects with names, addresses and phone number of representatives who can be contacted for references;

f) Detail how your firm/company has the capability to deliver the services required on a timely basis;

- State in how many (business) days your company can return a "Title Report" after a request (i.e. "Purchase Order") is received by your firm.
- State your firm's/company's timeline (business days) to issue a "Title Commitment(s)".
- Provide a copy of "Texas Title Insurance Premium Rates". State how many business days your company can complete "Escrow Agent" services (if requested by County) and include the applicable rates for those services.
- State how many personnel or staff will be assigned and committed to render the services required.
- State in detail what "other services" are not included in the rates provided.

III. ***SCOPE OF TITLE COMPANY SERVICES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:***

(a) Title Reports
(b) Title Searches, (i.e., Title Certificates)
(c) Title Commitments
(d) Title Policy*
(e) Escrow Agent Services when requested by the County

NOTE: In the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars ($300.00) for the services.

IV. *REQUEST FOR SERVICES:*

A department requiring Title Company Services will follow the established and approved requisition and Purchase Order policies and procedures utilizing the company/companies, firm/firms awarded by Commissioner's Court for the provision of said services.

In the event a situation arises that requires an urgent timeline, a department (i.e. elected office, program or agency) may elect to use the awarded provider that commits (in a documented fashion, i.e. in writing or e-mail) to meet that time frame.

V. *INVOLUNTARY TERMINATION:*

The qualified vendor/firm(s) awarded to perform work for the County under this RFP shall be deemed to be terminated upon occurrence of any of the following:

- The death of the vendor, if an individual, or the primary professional member, if a firm or entity;
- The suspension, revocation or cancellation of the vendor's right to practice this profession in the State of Texas;
- The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified.
- The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations are not contrary to any law or regulatory directive; or
- The conduct of the vendor in any unprofessional, unethical or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies. Submittal envelope must show the RFP number, name and acceptance date.**

Deliver Submittal to:

RFP NO: 2016-010-01-13-SMA

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer is to provide a fee proposal based on the scope of work and services.

SECTION III
SELECTION, EVALUATION AND AWARD

Hidalgo County Commissioner's Court may award to one or multiple vendors/firms/companies to provide the services detailed in this procurement if it is in its best interest to do so.

EVALUATION SYSTEM:
Request for Proposals will be evaluated based on the criteria presented below.

Based on the department's review evaluation and considering how many parcels are required a company or companies will be selected to provide the services. A company may be asked to submit supplemental information. Requests for title policy related services will be in the form of a fully executed "Purchase Order" and will be forwarded to the firm(s).

IN THE EVENT THAT A TITLE COMMITMENT IS REQUESTED AND NO TITLE POLICY IS NECESSARY OR PURCHASED, HIDALGO COUNTY PAYS A MAXIMUM OF THREE HUNDRED DOLLARS ($300.00) FOR THE SERVICES.

1) **FIRM'S STAFFING AND EXPERIENCE – (20 pts)**
   a) Experience of years in business
   b) Staffing level/experience of staff

2) **FIRM'S CAPABILITY TO PERFORM ALL THE SERVICES REQUIRED– (45 pts)**
   a) Days between "Order" and "Title Commitment":
   b) Days to complete "Title Policy";
   c) Days to complete "Escrow Agent Services";
   d) Staff assigned to County's work;

3) **EXPERIENCE- (15 pts)**
   a) Recent experience with Hidalgo County, Tx-Dot Requirements and Procedures;
   b) Number of similar governmental projects listed;

4) **COST OF SERVICES REQUESTED HEREIN- (10 pts)**
   a) Provides the required services at a reasonable cost.

5) **COST OF "OTHER SERVICES" PROPOSED– (10 pts)**
   a) Provides other services at a reasonable cost.

OVERALL TOTAL POINTS = 100

EXHIBIT-"B"

Evaluation Form

Hidalgo County (all funding sources)

"Title Company Related Services-Pool"

RFP NO.: **2016-010-01-13-SMA**

Selection Criteria	Maximum Points breakdown	Score
1) FIRM'S QUALIFICATIONS AND STAFFING:	**(maximum points 20)**	
(a) Number of years in business	0-10	
(b) Number of staff/personnel in each area of service required	0-10	
Comments/Rationale for points:	**TOTAL:**	
2) FIRM CAPABILITIES TO PERFORM ALL SERVICES REQUIRED:	**(maximum points-45)**	
(a) Days between "Order" and "Title Commitment"	0-15	
(b) Days to complete "Order" and "Title Policy"	0-15	
(c) Days to complete "Escrow Agent Services"	0-5	
(d) Staff assigned to County's work	0-10	
Comments/Rationale for points:	**TOTAL:**	
3) EXPERIENCE	**(maximum points-15)**	
(a) Recent experience with Hidalgo County, Tx-Dot Requirements and Procedures	**0-10**	
(b) Number of similar governmental projects listed	**0-5**	
Comments/Rationale for points:	**TOTAL:**	
4) COST OF SERVICES REQUESTED HEREIN	**(maximum points-10)**	
(a) Provides the required services at a reasonable cost.	**0-10**	
Comments/Rationale for points:	**TOTAL:**	
5) COST OF "OTHER SERVICES" PROPOSED	**(maximum points-10)**	
(a) Provides other services at a reasonable cost.	**0-10**	
Comments/Rationale for points:	TOTAL:	

TOTAL SCORE:

COMPANY/FIRM:_____

EVALUATOR'S NAME & TITLE_____ Title:_____

PRINT

COUNTY DEPT:_____ DATE:_____

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC / AGG	$ / $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
Proposer's Affidavit

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20____

_____
Notary Public

My commission expires:_____, 20____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: _____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid, proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid, proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

EXHIBIT “A”

Services to be provided by Title Agent/Examiner

EXHIBIT "A"
REQUIREMENTS

SIERRA TITLE OF HIDALGO COUNTY, INC.

1.

A. over 42 years (John King)
B. Matthew Wilson V. P. Escrow (956) 682-8321

2.

A. Two to three days
B. Two to three days
C. One to two day (provided no curative work is needed)
D. 36

3.

A. See attached list

4.

A. Premium Rate sheet Attached

5.

A. Escrow, Recording, Document review and Tax Service Fee

Hidalgo County is requesting sealed proposals from qualified and interested title companies in order to establish a pre-qualified pool of providers for ***"Title Company Related Services-Pool"*** for the purposes of providing and rendering title policy related services on an **"As Needed/Non Exclusive Basis"** per project by all County Departments and/or applicable programs requiring said services as set forth in the requirements.

Sealed proposals will be accepted until ***9:30 A.M., Wednesday, December 30, 2015.*** **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

SECTION I
GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County requires that "Request for Proposals" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

All costs and expenses associated with the preparation and submission of (~~bids,~~ proposals, ~~and/or quotes~~) shall be the responsibility of the bidder/proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant 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 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 complete 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.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:
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 hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering the RFP, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

RFP QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements procedures must be received in the Purchasing Department **via e-mail:** sandra.montalvo@co.hidalgo.tx.us **BY NO LATER THAN Wednesday, January 6, 2016 at 5:00 p.m. Responses will be sent to all applicants VIA EMAIL by Friday, January 8, 2016 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

TERM OF CONTRACT:
Upon approval and acceptance by Hidalgo County Commissioner's Court, the term of the pre-qualified pool of "Title Company Related Services" will be for a period of one (1) year period with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions.

Hidalgo County reserves the right to continue this RFP/pool for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

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
RFP REQUIREMENTS

REQUEST FOR PROPOSAL:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

PURPOSE:
Hidalgo County is requesting sealed proposals from certified, licensed and interested title companies in order to establish a pre-qualified pool of providers for ***"Title Company Related Services- Pool"*** for the purposes of providing and rendering title policy related services on an **"As Needed/Non-Exclusive/Purchase Order Basis"** per project for title company related services on an **"As Needed/Non-Exclusive/Purchase Order Basis"** to all Hidalgo County Elected Offices, Departments, Programs, Agencies through their funding sources.

CONTENTS:
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

QUALIFICATIONS-REQUIREMENTS-SCOPE OF SERVICES:

I. *Minimum Firm Qualifications:*

a) The firm must possess a current license from the Texas Board of Insurance

b) The firm or vendor selected is to have adequate experience and staff, such as, but not limited to:

- Title Examiners
- Closing Officers
- Escrow Agents

c) The provider should have experience with State (i.e. TxDOT), County and other governmental entities as well as private sector firms.

II. *REQUIREMENTS:*

Each proposal must address, but may not be limited, to the following issues:

a) Firm Name;

b) Name, position, phone and fax number of Point of Contact (POC);

c) Name of Principal/Owner and number of years in business;

d) Provide the number of staff members available in order to render (but not limited to) all the services described and listed herein;

e) List three (3) governmental projects with names, addresses and phone number of representatives who can be contacted for references;

f) Detail how your firm/company has the capability to deliver the services required on a timely basis;

- State in how many (business) days your company can return a "Title Report" after a request (i.e. "Purchase Order") is received by your firm.
- State your firm's/company's timeline (business days) to issue a "Title Commitment(s)".
- Provide a copy of "Texas Title Insurance Premium Rates". State how many business days your company can complete "Escrow Agent" services (if requested by County) and include the applicable rates for those services.
- State how many personnel or staff will be assigned and committed to render the services required.
- State in detail what "other services" are not included in the rates provided.

III. ***SCOPE OF TITLE COMPANY SERVICES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:***

(a) Title Reports
(b) Title Searches, (i.e., Title Certificates)
(c) Title Commitments
(d) Title Policy*
(e) Escrow Agent Services when requested by the County

NOTE: In the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars ($300.00) for the services.

IV. *REQUEST FOR SERVICES:*

A department requiring Title Company Services will follow the established and approved requisition and Purchase Order policies and procedures utilizing the company/companies, firm/firms awarded by Commissioner's Court for the provision of said services.

In the event a situation arises that requires an urgent timeline, a department (i.e. elected office, program or agency) may elect to use the awarded provider that commits (in a documented fashion, i.e. in writing or e-mail) to meet that time frame.

V. *INVOLUNTARY TERMINATION:*

The qualified vendor/firm(s) awarded to perform work for the County under this RFP shall be deemed to be terminated upon occurrence of any of the following:

- The death of the vendor, if an individual, or the primary professional member, if a firm or entity;
- The suspension, revocation or cancellation of the vendor's right to practice this profession in the State of Texas;
- The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified.
- The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations are not contrary to any law or regulatory directive; or
- The conduct of the vendor in any unprofessional, unethical or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies. Submittal envelope must show the RFP number, name and acceptance date.**

Deliver Submittal to:

RFP NO: 2016-010-01-13-SMA

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer is to provide a fee proposal based on the scope of work and services.

EXHIBIT “B”

Fee Schedule



Alamo Title Insurance | Chicago Title Insurance Company | Commonwealth Land Title Insurance Co. | Fidelity National Title Insurance Company

Southwest Agency Division | Regional Agency | Legal Department | Underwriting

8750 N. Central Expressway, Suite 950, Dallas, TX 75231 | Website: www.FNTGSWAgency.com

AGENCY Toll Free (800) 925-0965 Fax (214) 346-7233 | **LEGAL/UNDERWRITING** Toll Free (800) 442-7067 Fax 214-303-5442

TEXAS

SCHEDULE OF BASIC PREMIUM RATES FOR TITLE INSURANCE

Effective May 1, 2013

Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium
10,000	$238								
10,500	242	28,500	368	46,500	497	64,500	625	82,500	753
11,000	244	29,000	373	47,000	499	65,000	628	83,000	757
11,500	248	29,500	376	47,500	503	65,500	631	83,500	759
12,000	252	30,000	380	48,000	508	66,000	635	84,000	762
12,500	255	30,500	383	48,500	512	66,500	640	84,500	767
13,000	260	31,000	387	49,000	515	67,000	644	85,000	770
13,500	264	31,500	390	49,500	518	67,500	645	85,500	773
14,000	267	32,000	393	50,000	522	68,000	649	86,000	776
14,500	270	32,500	398	50,500	525	68,500	653	86,500	781
15,000	272	33,000	401	51,000	527	69,000	656	87,000	785
15,500	276	33,500	405	51,500	531	69,500	659	87,500	788
16,000	280	34,000	408	52,000	536	70,000	664	88,000	791
16,500	284	34,500	412	52,500	540	70,500	668	88,500	795
17,000	288	35,000	415	53,000	543	71,000	672	89,000	799
17,500	292	35,500	419	53,500	547	71,500	674	89,500	801
18,000	296	36,000	422	54,000	550	72,000	677	90,000	804
18,500	298	36,500	426	54,500	553	72,500	681	90,500	809
19,000	301	37,000	429	55,000	556	73,000	685	91,000	813
19,500	304	37,500	433	55,500	559	73,500	688	91,500	817
20,000	309	38,000	437	56,000	565	74,000	692	92,000	819
20,500	312	38,500	441	56,500	568	74,500	696	92,500	823
21,000	317	39,000	443	57,000	571	75,000	700	93,000	827
21,500	320	39,500	447	57,500	575	75,500	702	93,500	831
22,000	324	40,000	450	58,000	579	76,000	706	94,000	832
22,500	327	40,500	455	58,500	581	76,500	709	94,500	837
23,000	330	41,000	457	59,000	585	77,000	713	95,000	842
23,500	333	41,500	462	59,500	589	77,500	716	95,500	845
24,000	337	42,000	465	60,000	593	78,000	720	96,000	847
24,500	340	42,500	469	60,500	597	78,500	725	96,500	851
25,000	345	43,000	471	61,000	600	79,000	729	97,000	855
25,500	348	43,500	475	61,500	603	79,500	730	97,500	859
26,000	352	44,000	479	62,000	607	80,000	734	98,000	862
26,500	355	44,500	483	62,500	611	80,500	738	98,500	866
27,000	358	45,000	487	63,000	613	81,000	742	99,000	870
27,500	361	45,500	490	63,500	617	81,500	744	99,500	873
28,000	365	46,000	493	64,000	621	82,000	748	100,000	875

FNTG Online Rate Calculator: http://ratecalculator.fntg.com

Premiums shall be calculated as follows for policies in excess of $100,000

1. For policies of $100,001 - $1,000,000
Basic Premium
(1) Subtract $100,000 from policy amount.
(2) Multiply result in 1.(1) by **0.00554**
and round to nearest whole dollar
(3) Add **$875** to result in 1,(2).

2. For policies of $1,000,001 - $5,000,000
Basic Premium
(1) Subtract $1,000,000 from policy amount.
(2) Multiply result in 2.(1) by **0.00456**
and round to nearest whole dollar
(3) Add **$5,861** to result in 2,(2).

3. For policies of $5,000,001 - $15,000,000
Basic Premium
(1) Subtract $5,000,000 from policy amount.
(2) Multiply result in 3.(1) by **0.00376**
and round to nearest whole dollar
(3) Add **$24,101** to result in 3,(2).

4. For policies of $15,000,001 - $25,000,000
Basic Premium
(1) Subtract $15,000,000 from policy amount.
(2) Multiply result in 4,(1) by **0.00267**
and round to nearest whole dollar
(3) Add **$61,701** to result in 4,(2)

5. For policies in excess of $25,000,000
Basic Premium
(1) Subtract $25,000,000 from policy amount.
(2) Multiply result in 5.(1) by **0.00160**
and round to nearest whole dollar
(3) Add **$88,401** to result in 5,(2).

Below are the premiums calculated for specific amounts.

If there is any variance from these policy amounts, you must use the formula set out above.

Specific Amount	Basic Premium	Specific Amount	Basic Premium	Specific Amount	Basic Premium	Specific Amount	Basic Premium	Specific Amount	Basic Premium
101,000	**881**	130,000	**1,041**	159,000	**1,202**	188,000	**1,363**	217,000	**1,523**
102,000	**886**	131,000	**1,047**	160,000	**1,207**	189,000	**1,368**	218,000	**1,529**
103,000	**892**	132,000	**1,052**	161,000	**1,213**	190,000	**1,374**	219,000	**1,534**
104,000	**897**	133,000	**1,058**	162,000	**1,218**	191,000	**1,379**	220,000	**1,540**
105,000	**903**	134,000	**1,063**	163,000	**1,224**	192,000	**1,385**	300,000	**1,983**
106,000	**908**	135,000	**1,069**	164,000	**1,230**	193,000	**1,390**	400,000	**2,537**
107,000	**914**	136,000	**1,074**	165,000	**1,235**	194,000	**1,396**	500,000	**3,091**
108,000	**919**	137,000	**1,080**	166,000	**1,241**	195,000	**1,401**	600,000	**3,645**
109,000	**925**	138,000	**1,086**	167,000	**1,246**	196,000	**1,407**	700,000	**4,199**
110,000	**930**	139,000	**1,091**	168,000	**1,252**	197,000	**1,412**	800,000	**4,753**
111,000	**936**	140,000	**1,097**	169,000	**1,257**	198,000	**1,418**	900,000	**5,307**
112,000	**941**	141,000	**1,102**	170,000	**1,263**	199,000	**1,423**	1,000,000	**5,861**
113,000	**947**	142,000	**1,108**	171,000	**1,268**	200,000	**1,429**	2,000,000	**10,421**
114,000	**953**	143,000	**1,113**	172,000	**1,274**	201,000	**1,435**	3,000,000	**14,981**
115,000	**958**	144,000	**1,119**	173,000	**1,279**	202,000	**1,440**	4,000,000	**19,541**
116,000	**964**	145,000	**1,124**	174,000	**1,285**	203,000	**1,446**	5,000,000	**24,101**
117,000	**969**	146,000	**1,130**	175,000	**1,291**	204,000	**1,451**	6,000,000	**27,861**
118,000	**975**	147,000	**1,135**	176,000	**1,296**	205,000	**1,457**	7,000,000	**31,621**
119,000	**980**	148,000	**1,141**	177,000	**1,302**	206,000	**1,462**	8,000,000	**35,381**
120,000	**986**	149,000	**1,146**	178,000	**1,307**	207,000	**1,468**	9,000,000	**39,141**
121,000	**991**	150,000	**1,152**	179,000	**1,313**	208,000	**1,473**	10,000,000	**42,901**
122,000	**997**	151,000	**1,158**	180,000	**1,318**	209,000	**1,479**	11,000,000	**46,661**
123,000	**1,002**	152,000	**1,163**	181,000	**1,324**	210,000	**1,484**	12,000,000	**50,421**
124,000	**1,008**	153,000	**1,169**	182,000	**1,329**	211,000	**1,490**	13,000,000	**54,181**
125,000	**1,014**	154,000	**1,174**	183,000	**1,335**	212,000	**1,495**	14,000,000	**57,941**
126,000	**1,019**	155,000	**1,180**	184,000	**1,340**	213,000	**1,501**	15,000,000	**61,701**
127,000	**1,025**	156,000	**1,185**	185,000	**1,346**	214,000	**1,507**	20,000,000	**75,051**
128,000	**1,030**	157,000	**1,191**	186,000	**1,351**	215,000	**1,512**	25,000,000	**88,401**
129,000	**1,036**	158,000	**1,196**	187,000	**1,357**	216,000	**1,518**	30,000,000	**96,401**

Rates in Texas are set by the Texas Department of Insurance. For More Information, go to TDI's Website: www.tdi.texas.gov/title/index.html

Great care has been taken to make these tables correct though there is no warranty of complete accuracy **5/1/2013**

Texas Department of Insurance
333 Guadalupe St. P.O. Box 149104 Austin, TX 78714-9104

SIERRA TITLE INSURANCE GUARANTY COMPANY

Skip over these navigation links.

Show Explanation of Terms

Table of Contents
General Info | Contact Info | Types of Insurance | Use of Credit | Attorney for Service | Ratings | Financial Info | Premiums | Complaint Ratios | Company History | Company Officers

General Information:

Return to top.

Type of Entity:	Title (TI)
Status of TX License:	Active
Company Status:	Normal Operations
License Number:	96098
NAIC Number:	12591
TDI Company Number:	96098
FEIN:	205041031
Home City/State:	TX
Origin:	Domestic
Date Incorporated/Organized:	06/02/2006
Date Licensed/Eligible/Registered in Texas:	06/02/2006
Date Cancelled/Ineligible/Inactive:	

Contact Information:

Return to top.

Mailing Address:	3409 North 10th Street Mcallen TX 78501
Office Number:	(956)687-6294
Toll Free Number:	(866)764-8323
Fax Number:	(956)687-5514

Types of Insurance Licensed to Write:

Return to top.

- Title

Use of Credit:

Return to top.

To determine if a company uses credit information for private passenger automobile or homeowners insurance.

Click Here for Use of Credit

Attorney for Service:

Return to top.

Click Here for Attorney for Service Guidelines

Please refer to Chapter 804 of the Texas Insurance Code (former Texas Insurance Code art. 1.36) for service of process procedures.

Rating By Financial Organization:

Return to top.

The following organizations rate insurance companies on their financial strength and stability. Some of these companies charge for their services.

A.M. Best
Weiss Ratings Inc.
Standard & Poor's
Moody's Investors Service
Fitch IBCA, Duff and Phelps Ratings

Financial Information:

Return to top.

As of:	Dec. 31, 2013	Dec. 31, 2014	Dec. 31, 2015
Total Assets	$3,517,006	$3,670,766	N/A
Total Liabilities	$481,993	$523,518	N/A
Asset to Liability Ratio	7.3	7.0	N/A
Capital	$1,000,000	$1,000,000	N/A
Net Surplus	$2,035,013	$2,147,248	N/A
Total Life Ins	N/A	N/A	N/A

Premiums:

Return to top.

As of:	Dec. 31, 2013	Dec. 31, 2014	Dec. 31, 2015
Life and Annuities	N/A	N/A	N/A
Accident and Health	N/A	N/A	N/A
Property and Casualty	N/A	N/A	N/A

Total Texas Premium	$3,197,344	$3,722,384	N/A
National Premium	$3,197,344	$3,722,384	N/A

Complaint Information:

Return to top.

When considering the company's complaint index and ratio, be sure to review the company history information displayed below for recent acquisitions, mergers, or other events that may affect the figures displayed for this company.

	Dec 31, 2014		Dec 31, 2015		Jan 8, 2016
Confirmed Complaints:					
Life and Annuity	0		0		0
Accident and Health	0		0		0
Homeowner	0		0		0
Automobile	0		0		0
Workers' Compensation	0		0		0
Complaint Ratio/Index	Ratio	Index	Ratio	Index	
Life and Annuities	N/A	N/A	N/A	N/A	N/A
Accident and Health	N/A	N/A	N/A	N/A	N/A
Homeowner	N/A	N/A	N/A	N/A	N/A
Automobile	N/A	N/A	N/A	N/A	N/A
Workers' Compensation	N/A	N/A	N/A	N/A	N/A

Confirmed Complaints: the number of confirmed complaints closed against the company for the line of insurance and year indicated. A complaint is confirmed if the department receives information indicating that a company committed any violation of an applicable state insurance law or regulation, a federal requirement the department has authority to enforce or the term or condition of an insurance policy or certificate. A complaint is also confirmed if the complaint and company's response, considered together, suggest that the company was in error or that the complainant had a valid reason for the complaint.

Complaint Ratios: the ratio, expressed as a percentage, is the number of closed confirmed complaints divided by the number of policies the company had in force for the line of insurance and year indicated.

Complaint Index: indicates how a company's ratio of the number of complaints to the number of policyholders compares to the average for all insurers. The index is calculated by dividing the company's percentage of complaints for a specific line of insurance by the company's percentage of the policies in force for the same line of insurance. The average index is 1.00. A number less than 1 indicates fewer complaints than average; a number greater than 1 indicates more complaints than average. For the most recent completed year, a given insurer's index may change over time, as policy count data is received by TDI. This will affect each insurer's percentage of the total.

Complaints against an insurance company are not part of the complaint tally above if the insurance company served only as a Third Party Administrator (TPA), a company hired simply to administer the paperwork of a health plan. Instead, they are included in the complaint record of the insurance company or HMO that hired the TPA. If a bonafide self-insured benefit plan hired the TPA, no complaint numbers are recorded as a part of the company/TPA's profile. Neither are profiles available for self-insured plans, as such plans are regulated under federal law.

Company History:

Return to top.

Date	Event

Company Officers:

Return to top.

For names of the company's current officers, please contact the company at the phone number listed in the Contact Information above or on their website.

EXHIBIT “C”

Insurance Certificate

STEWA-3 OP ID: AD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/04/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 SHEPARD WALTON KING INS. GROUP	CONTACT NAME: Cris Palacios PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: cpalacios@swkins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED Sierra Title of Hidalgo County, Inc. 3401 N. 10th St. McAllen, TX 78501	INSURER A : Ohio Security Insurance Co — 24082 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X EPL -$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			BKS55783692	10/22/2015	10/22/2016	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 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAS55783692	10/22/2015	10/22/2016	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 X RETENTION $ 10000			USO55783692	10/22/2015	10/22/2016	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	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)

Offices @ 3401 N. 10th, McAllen including 109-111 N 10th St., Edinburg, TX; 3409 N. 10th, McAllen, TX; 301 N. Business Hwy 83, Weslaco, TX;& 5820 N.Cage Blvd., Unit 125, Pharr, TX.
Veh insured: 2007 Chrysler PT Cruiser VIN 3AFY48B17T543946

CERTIFICATE HOLDER

HIDCOPD

County of Hidalgo
Purchasing Department
100 E Cano, 5th Floor
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

RW. Shepard

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AGENCY CUSTOMER ID: SIERGRO-01 DEBORAHDEHART

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
IBC Insurance Agency, LTD		Sierra Title Group 3409 N. 10Th Street Mc Allen, TX 78501
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Remarks:

Locations and Entity Names
Sierra Title of Hidalgo County, Inc.
McAllen Office
3401 N. 10th Street
McAllen, Tx. 78501

Edinburg Office
109 N. 10th Street
Edinburg, Tx. 78539

Weslaco Office
301 W. Business Hwy 83
Weslaco, Tx. 78596

7000 N. 10th Street Ste. C-5
McAllen, Tx. 78504

Sierra Title of Cameron & Willacy County, Inc.
3311 Padre Blvd. Ste.E
South Padre Island, Tx. 78597

1902 E. Harrison
Harlingen, Tx. 78550

1225 Stuart Place Rd.
Harlingen, Tx. 78552

2335 Hudson Rd. Ste. 100
Brownsville, Tx. 78526

1765 E. Price Rd.
Brownsville, Tx, 78521

565 W. Hidalgo
Raymondville, Tx. 78580

Sierra Title Company, Inc. dba Lawyers Title of El Paso
120 Shadow Mountain
El Paso, Tx. 79912

4849 N. Mesa Ste.100
El Paso, Tx. 79912

780 Resler Ste B
El Paso, Tx. 79912

1600 N. Lee Trevino Dr.
El Paso, Tx. 78836

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AGENCY CUSTOMER ID: SIERGRO-01 DEBORAHDEHART

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
IBC Insurance Agency, LTD		Sierra Title Group 3409 N. 10Th Street Mc Allen, TX 78501
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

4115 Trowbridge
El Paso, Tx. 79903

8732 Alameda Ave.
El Paso, Tx. 79907

661 S. Mesa Hills Ste. 100
El Paso, Tx. 79912

Great Western Abstract & Title Company of New Mexico LLC.
6350 Escondido Ste D23
El Paso, Tx. 79912

Great Western Abstract & Title Company LLC.
6350 Escondido Ste. D23
El Paso, Tx 79912

Sierra Tital of New Mexico, Inc.
141 Roadrunner Pkwy Ste 121
Las Cruces, New Mexico 88011

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SIERTIT-01 JVALVERDE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2015

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 License # 4682 Hub International Insurance Services 201 E. Main, Suite 800 El Paso, TX 79901	CONTACT NAME: PHONE (A/C, No, Ext): (915) 206-6023 FAX (A/C, No): (866) 399-3972 E-MAIL ADDRESS: tex.elpasoinfo@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Zenith Insurance Company — 13269
INSURED Sierra Title Companies; etal The Law Offices of John King 3409 North 10th, Suite 100 McAllen, TX 78501	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			M1036306	04/01/2015	04/01/2016	PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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 S. Highway Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SIERGRO-01 DEBORAHDEHART

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2015

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:	
IBC Insurance Agency, LTD P. O. Box 39790 San Antonio, TX 78218	PHONE (A/C, No, Ext): (210) 646-9870	FAX (A/C, No): (210) 646-8418
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Maxum Indemnity Company	26743
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Sierra Title Group
3409 N. 10Th Street
Mc Allen, TX 78501

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:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ 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	$
A	Errors & Ommissions			PFP-6027661-01	10/29/2015	10/29/2016	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached List of Locations

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Dept.
2812 S. Hwy 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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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-6057

Date Filed:
01/26/2016

Date Acknowledged:
01/29/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sierra Title of Hidalgo County, Inc.
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

RPF No. 2016-010-01-13-SMC
Title Report Related Services- Pool (Services Rendered)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Moffitt, James	McAllen, TX United States	X	
Moschel, W.D.	McAllen, TX United States	X	
King, John	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

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3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
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Moschel, W.D.	McAllen, TX United States	X	
King, John	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Matthew Wilson, this the 26th day of January, 20 16, to certify which, witness my hand and seal of office.

NORA N. MARTINEZ
Notary Public, State of Texas
My Comm. Exp 08-15-2019
NOTARY ID#: 12465208-3

Signature of officer administering oath | Nora N. Martinez — Printed name of officer administering oath | Bookkeeper — Title of officer administering oath

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-16-010a-02-03

THIS AGREEMENT is made effective the **3rd** day of **February, 2016**, by and between the **County of Hidalgo, Texas** ("County") and **Valley Land Title Company, Ltd.** (Title Agent/Examiner).

W I T N E S S E T H:

WHEREAS, the County requires services for: **"Title Report Related Services"** located within **Hidalgo County** and;

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Company Services", and

WHEREAS, from which "Title Company Services" firm(s)/vendor has been selected from the "Pool" of pre-qualified Title Company Services from response to the Request for Proposals (RFP), and;

WHEREAS, County has determined that the services of "Title Company" are sometimes necessary to carry out the required report activities, and;

WHEREAS, the County has selected the Title Agent/Examiner to provide title report services within the County of Hidalgo, Texas in accordance to Exhibit "A-1", Request for Proposals (RFP) Procurement Packet and through its procured approved pool of "Title Company Services Pool".

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Agent/Examiner do mutually agree as follows:

1. Scope of Services. Title Agent/Examiner agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be provided by the Title Agent/Examiner". Title Agent/Examiner selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel. ***The Title Agent/Examiner will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.***

Further, in the event that it is demonstrated by Title Agent/Examiner that Hidalgo County has caused or delayed thus preventing the Title Agent/Examiner from meeting the specified agreed upon deadline to provided the title report(s) ordered, Title Examiner/Agent must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. Term. This Contract is for a period of **one (1) year,** effective, **March 28, 2016,** expiring, **March 27, 2017** with the County's option to extend/renew for an additional one (1) year period based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term, under the same rates, terms and conditions.

3. Non-Exclusive Services of Title Agent/Examiner. Hidalgo County reserves the right to request these services from other sources other than the Title Agent/Examiner and shall not be in violation of any terms or conditions of this Agreement.

4. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Agent/Examiner the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Examiner/Agent. The Title

Agent/Examiner is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Title Agent/Examiner agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Agent/Examiner shall be mailed to the address shown in numbered paragraph 20, hereof.

5. Progress. Upon acceptance of a work order, the Title Agent/Examiner shall undertake and complete the authorized work. The County or the Title Agent/Examiner can request conferences to be provided at the Title Agent/Examiner's office, the office of the County or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Title Agent/Examiner, or a subcontractor, the Title Agent/Examiner shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title

Agent/Examiner unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Agent/Examiner, the County shall require the Title Agent/Examiner to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Agent/Examiner, the County will reimburse the Title Agent/Examiner for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Title Agent/Examiner shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

8.1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

8.2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Title Agent/Examiner or furnished to the Title Agent/Examiner by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Title Agent/Examiner may, at its own expense, have copies made of the documents or any other data furnished the County under

this contract.

10. Independent Contractor. Title Agent/Examiner must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Title Agent/Examiner under this Contract. Notwithstanding the foregoing sentence, Title Agent/Examiner represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Title Agent/Examiner agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. Title Agent/Examiner and County agree that this contract shall be in effect until this Contract expires or is terminated by County without cause on thirty (30) days prior written notice to Title Agent/Examiner.

12. Insurance. Title Agent/Examiner agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, '100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a Certificate of Insurance (Exhibit “C”), issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Title Agent/Examiner, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial

regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Title Agent/Examiner fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Agent/Examiner fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Agent/Examiner.

16. 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.

17. 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 Title Agent/Examiner, and not otherwise.

18. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Title Agent/Examiner should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Title Agent/Examiner shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Title Agent/Examiner's intentional

actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attn: County Judge 100 East Cano, 2nd Floor (Admin. Bldg.) Edinburg, Texas 78539
If to Title Agent/Examiner:	**Valley Land Title Company, Ltd.** Attn: Paul R. Rodriguez, CEO 6013 N. 10th Street McAllen, Texas 78504

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

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or

convenient to effectuate and carry out the terms of this Contract.

23. Binding Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

24. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. Authority. The execution and performance of this Contract by County and Title Agent/Examiner have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Agent/Examiner in accordance with its terms.

26. 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 ten (10) days written notice to Title Agent/Examiner. County agrees, however, to use reasonable efforts to secure funds necessary for the 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. 1995).

27. 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.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT on: _____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

TITLE AGENT/EXAMINER:
Valley Land Title Company, Ltd.

By: _____

Printed Name: Paul R. Rodriguez

Title: CEO

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT “A-1”

REQUEST FOR PROPOSALS (RFP) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 21, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Proposals -***"TITLE REPORT RELATED SERVICES-POOL"***
RFP NO: 2016-010-01-13-SMA

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/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSAL (RFP)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources)
"Title Report Related Services-Pool"
RFP NO: 2016-010-01-13-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	**Request for Proposal Letter**	**1**
2.	**Request for Proposal , Legal Notice**	**8**
3.	**Exhibit A, Requirements**	**7**
4.	**Exhibit B, Evaluation Form**	**1**
5.	**Exhibit C, Insurance Requirements,**	**4**
6.	**Exhibit D, CIQ Conflict of Interest Questionnaire**	**1**
7.	**Exhibit E, Proposer's Affidavit**	**1**
8.	**Vendor/Bidder Application and W-9 form**	**6**
9.	**Certification Regarding Debarment**	**1**
10.	**Draft Professional Service Agreement**	**12**

The above mentioned items shall be found in the Request for Proposal (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 21, 2015
Date

RFP NO: 2016-010-01-13-SMA	BUYER II: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"TITLE COMPANY RELATED SERVICES-Pool"
(All funding sources)

January 13, 2016 @ 9:30 a.m.

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–Title Company Related Services-Pool"***, 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) copie**s 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: 2016-010-01-13-SMA-Hidalgo County-(all funding sources)Title Company Related Services-Pool"*** 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, January 13, 2016.***

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: 2016-010-01-13-SMA-Hidalgo County (all funding sources)-Title Company Related Services-Pool"*

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) <u>DELIVERY INSTRUCTIONS FOR GOODS AND SERVICES: (If applicable)</u>

- 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) <u>BILLING AND PAYMENT INSTRUCTIONS:</u>

- 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-Title Company Related Services-Pool"**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17) **SCHEDULE OF EVENTS:**

Proposal Acceptance Date Opening, 9:30 A.M.	**January 13, 2016**
Award of Contract:	
Commence Service or Products:	

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.~~

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.

19) DISCLOSURE OF CONFLICT OF INTEREST:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who 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 North. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

20) If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21) Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22) Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23) Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful 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.

24) Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26) Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or

damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27) Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29) The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30) Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31) Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

HIDALGO COUNTY
(all funding sources)
"Title Company Related Services-Pool"

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,

FIRM: _____

ADDRESS: _____

BY: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT A
Requirements

REQUEST FOR PROPOSAL

HIDALGO COUNTY

"Title Company Related Services-Pool"

RFP NO: 2016-010-01-13-SMA

(NIGP CODES: 968-66-Title Services ROW; 946-46-Title & Escrow Services)

Hidalgo County is requesting sealed proposals from qualified and interested title companies in order to establish a pre-qualified pool of providers for ***"Title Company Related Services-Pool"*** for the purposes of providing and rendering title policy related services on an **"As Needed/Non Exclusive Basis"** per project by all County Departments and/or applicable programs requiring said services as set forth in the requirements.

Sealed proposals will be accepted until ***9:30 A.M., Wednesday, December 30, 2015.*** **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

SECTION I
GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County requires that "Request for Proposals" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

All costs and expenses associated with the preparation and submission of (~~bids,~~ proposals, ~~and/or quotes~~) shall be the responsibility of the bidder/proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant 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 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 complete 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.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:
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 hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering the RFP, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

RFP QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements procedures must be received in the Purchasing Department **via e-mail:** sandra.montalvo@co.hidalgo.tx.us **BY NO LATER THAN Wednesday, January 6, 2016 at 5:00 p.m. Responses will be sent to all applicants VIA EMAIL by Friday, January 8, 2016 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

TERM OF CONTRACT:
Upon approval and acceptance by Hidalgo County Commissioner's Court, the term of the pre-qualified pool of "Title Company Related Services" will be for a period of one (1) year period with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions.

Hidalgo County reserves the right to continue this RFP/pool for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

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
RFP REQUIREMENTS

REQUEST FOR PROPOSAL:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

PURPOSE:
Hidalgo County is requesting sealed proposals from certified, licensed and interested title companies in order to establish a pre-qualified pool of providers for ***"Title Company Related Services- Pool"*** for the purposes of providing and rendering title policy related services on an **"As Needed/Non-Exclusive/Purchase Order Basis"** per project for title company related services on an **"As Needed/Non-Exclusive/Purchase Order Basis"** to all Hidalgo County Elected Offices, Departments, Programs, Agencies through their funding sources.

CONTENTS:
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

QUALIFICATIONS-REQUIREMENTS-SCOPE OF SERVICES:

I. *Minimum Firm Qualifications:*

a) The firm must possess a current license from the Texas Board of Insurance

b) The firm or vendor selected is to have adequate experience and staff, such as, but not limited to:

- Title Examiners
- Closing Officers
- Escrow Agents

c) The provider should have experience with State (i.e. TxDOT), County and other governmental entities as well as private sector firms.

II. *REQUIREMENTS:*

Each proposal must address, but may not be limited, to the following issues:

a) Firm Name;

b) Name, position, phone and fax number of Point of Contact (POC);

c) Name of Principal/Owner and number of years in business;

d) Provide the number of staff members available in order to render (but not limited to) all the services described and listed herein;

e) List three (3) governmental projects with names, addresses and phone number of representatives who can be contacted for references;

f) Detail how your firm/company has the capability to deliver the services required on a timely basis;

- State in how many (business) days your company can return a "Title Report" after a request (i.e. "Purchase Order") is received by your firm.
- State your firm's/company's timeline (business days) to issue a "Title Commitment(s)".
- Provide a copy of "Texas Title Insurance Premium Rates". State how many business days your company can complete "Escrow Agent" services (if requested by County) and include the applicable rates for those services.
- State how many personnel or staff will be assigned and committed to render the services required.
- State in detail what "other services" are not included in the rates provided.

III. ***SCOPE OF TITLE COMPANY SERVICES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:***

(a) Title Reports
(b) Title Searches, (i.e., Title Certificates)
(c) Title Commitments
(d) Title Policy*
(e) Escrow Agent Services when requested by the County

NOTE: In the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars ($300.00) for the services.

IV. *REQUEST FOR SERVICES:*

A department requiring Title Company Services will follow the established and approved requisition and Purchase Order policies and procedures utilizing the company/companies, firm/firms awarded by Commissioner's Court for the provision of said services.

In the event a situation arises that requires an urgent timeline, a department (i.e. elected office, program or agency) may elect to use the awarded provider that commits (in a documented fashion, i.e. in writing or e-mail) to meet that time frame.

V. *INVOLUNTARY TERMINATION:*

The qualified vendor/firm(s) awarded to perform work for the County under this RFP shall be deemed to be terminated upon occurrence of any of the following:

- The death of the vendor, if an individual, or the primary professional member, if a firm or entity;
- The suspension, revocation or cancellation of the vendor's right to practice this profession in the State of Texas;
- The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified.
- The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations are not contrary to any law or regulatory directive; or
- The conduct of the vendor in any unprofessional, unethical or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies. Submittal envelope must show the RFP number, name and acceptance date.**

Deliver Submittal to:

RFP NO: 2016-010-01-13-SMA

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer is to provide a fee proposal based on the scope of work and services.

SECTION III
SELECTION, EVALUATION AND AWARD

Hidalgo County Commissioner's Court may award to one or multiple vendors/firms/companies to provide the services detailed in this procurement if it is in its best interest to do so.

EVALUATION SYSTEM:
Request for Proposals will be evaluated based on the criteria presented below.

Based on the department's review evaluation and considering how many parcels are required a company or companies will be selected to provide the services. A company may be asked to submit supplemental information. Requests for title policy related services will be in the form of a fully executed "Purchase Order" and will be forwarded to the firm(s).

IN THE EVENT THAT A TITLE COMMITMENT IS REQUESTED AND NO TITLE POLICY IS NECESSARY OR PURCHASED, HIDALGO COUNTY PAYS A MAXIMUM OF THREE HUNDRED DOLLARS ($300.00) FOR THE SERVICES.

1) **FIRM'S STAFFING AND EXPERIENCE – (20 pts)**
   a) Experience of years in business
   b) Staffing level/experience of staff

2) **FIRM'S CAPABILITY TO PERFORM ALL THE SERVICES REQUIRED– (45 pts)**
   a) Days between "Order" and "Title Commitment":
   b) Days to complete "Title Policy";
   c) Days to complete "Escrow Agent Services";
   d) Staff assigned to County's work;

3) **EXPERIENCE- (15 pts)**
   a) Recent experience with Hidalgo County, Tx-Dot Requirements and Procedures;
   b) Number of similar governmental projects listed;

4) **COST OF SERVICES REQUESTED HEREIN- (10 pts)**
   a) Provides the required services at a reasonable cost.

5) **COST OF "OTHER SERVICES" PROPOSED– (10 pts)**
   a) Provides other services at a reasonable cost.

OVERALL TOTAL POINTS = 100

EXHIBIT-"B"

Evaluation Form

Hidalgo County (all funding sources)

"Title Company Related Services-Pool"

RFP NO.: **2016-010-01-13-SMA**

Selection Criteria	Maximum Points breakdown	Score
1) FIRM'S QUALIFICATIONS AND STAFFING:	**(maximum points 20)**	
(a) Number of years in business	0-10	
(b) Number of staff/personnel in each area of service required	0-10	
Comments/Rationale for points:	**TOTAL:**	
2) FIRM CAPABILITIES TO PERFORM ALL SERVICES REQUIRED:	**(maximum points-45)**	
(a) Days between "Order" and "Title Commitment"	0-15	
(b) Days to complete "Order" and "Title Policy"	0-15	
(c) Days to complete "Escrow Agent Services"	0-5	
(d) Staff assigned to County's work	0-10	
Comments/Rationale for points:	**TOTAL:**	
3) EXPERIENCE	**(maximum points-15)**	
(a) Recent experience with Hidalgo County, Tx-Dot Requirements and Procedures	**0-10**	
(b) Number of similar governmental projects listed	**0-5**	
Comments/Rationale for points:	**TOTAL:**	
4) COST OF SERVICES REQUESTED HEREIN	**(maximum points-10)**	
(a) Provides the required services at a reasonable cost.	**0-10**	
Comments/Rationale for points:	**TOTAL:**	
5) COST OF "OTHER SERVICES" PROPOSED	**(maximum points-10)**	
(a) Provides other services at a reasonable cost.	**0-10**	
Comments/Rationale for points:	TOTAL:	

TOTAL SCORE:

COMPANY/FIRM:_____

EVALUATOR'S NAME & TITLE_____ Title:_____

PRINT

COUNTY DEPT:_____ DATE:_____

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC / AGG	$ / $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
Proposer's Affidavit

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20____

_____
Notary Public

My commission expires:_____, 20____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: _____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid, proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid, proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

EXHIBIT “A”

Services to be provided by Title Agent/Examiner

Hidalgo County is requesting sealed proposals from qualified and interested title companies in order to establish a pre-qualified pool of providers for ***"Title Company Related Services-Pool"*** for the purposes of providing and rendering title policy related services on an **"As Needed/Non Exclusive Basis"** per project by all County Departments and/or applicable programs requiring said services as set forth in the requirements.

Sealed proposals will be accepted until ***9:30 A.M., Wednesday, December 30, 2015.*** **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

SECTION I
GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County requires that "Request for Proposals" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

All costs and expenses associated with the preparation and submission of (~~bids,~~ proposals, ~~and/or quotes~~) shall be the responsibility of the bidder/proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant 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 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 complete 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.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:
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 hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering the RFP, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

RFP QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements procedures must be received in the Purchasing Department **via e-mail:** sandra.montalvo@co.hidalgo.tx.us **BY NO LATER THAN Wednesday, January 6, 2016 at 5:00 p.m. Responses will be sent to all applicants VIA EMAIL by Friday, January 8, 2016 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

TERM OF CONTRACT:
Upon approval and acceptance by Hidalgo County Commissioner's Court, the term of the pre-qualified pool of "Title Company Related Services" will be for a period of one (1) year period with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions.

Hidalgo County reserves the right to continue this RFP/pool for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

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
RFP REQUIREMENTS

REQUEST FOR PROPOSAL:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

PURPOSE:
Hidalgo County is requesting sealed proposals from certified, licensed and interested title companies in order to establish a pre-qualified pool of providers for ***"Title Company Related Services- Pool"*** for the purposes of providing and rendering title policy related services on an **"As Needed/Non-Exclusive/Purchase Order Basis"** per project for title company related services on an **"As Needed/Non-Exclusive/Purchase Order Basis"** to all Hidalgo County Elected Offices, Departments, Programs, Agencies through their funding sources.

CONTENTS:
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

QUALIFICATIONS-REQUIREMENTS-SCOPE OF SERVICES:

I. *Minimum Firm Qualifications:*

a) The firm must possess a current license from the Texas Board of Insurance

b) The firm or vendor selected is to have adequate experience and staff, such as, but not limited to:

- Title Examiners
- Closing Officers
- Escrow Agents

c) The provider should have experience with State (i.e. TxDOT), County and other governmental entities as well as private sector firms.

II. *REQUIREMENTS:*

Each proposal must address, but may not be limited, to the following issues:

a) Firm Name;

b) Name, position, phone and fax number of Point of Contact (POC);

c) Name of Principal/Owner and number of years in business;

d) Provide the number of staff members available in order to render (but not limited to) all the services described and listed herein;

e) List three (3) governmental projects with names, addresses and phone number of representatives who can be contacted for references;

f) Detail how your firm/company has the capability to deliver the services required on a timely basis;

- State in how many (business) days your company can return a "Title Report" after a request (i.e. "Purchase Order") is received by your firm.
- State your firm's/company's timeline (business days) to issue a "Title Commitment(s)".
- Provide a copy of "Texas Title Insurance Premium Rates". State how many business days your company can complete "Escrow Agent" services (if requested by County) and include the applicable rates for those services.
- State how many personnel or staff will be assigned and committed to render the services required.
- State in detail what "other services" are not included in the rates provided.

III. ***SCOPE OF TITLE COMPANY SERVICES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:***

(a) Title Reports
(b) Title Searches, (i.e., Title Certificates)
(c) Title Commitments
(d) Title Policy*
(e) Escrow Agent Services when requested by the County

NOTE: In the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars ($300.00) for the services.

IV. *REQUEST FOR SERVICES:*

A department requiring Title Company Services will follow the established and approved requisition and Purchase Order policies and procedures utilizing the company/companies, firm/firms awarded by Commissioner's Court for the provision of said services.

In the event a situation arises that requires an urgent timeline, a department (i.e. elected office, program or agency) may elect to use the awarded provider that commits (in a documented fashion, i.e. in writing or e-mail) to meet that time frame.

V. *INVOLUNTARY TERMINATION:*

The qualified vendor/firm(s) awarded to perform work for the County under this RFP shall be deemed to be terminated upon occurrence of any of the following:

- The death of the vendor, if an individual, or the primary professional member, if a firm or entity;
- The suspension, revocation or cancellation of the vendor's right to practice this profession in the State of Texas;
- The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified.
- The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations are not contrary to any law or regulatory directive; or
- The conduct of the vendor in any unprofessional, unethical or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies. Submittal envelope must show the RFP number, name and acceptance date.**

Deliver Submittal to:

RFP NO: 2016-010-01-13-SMA

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer is to provide a fee proposal based on the scope of work and services.

EXHIBIT “B”

Fee Schedule

TDI.TEXAS.GOV
TEXAS DEPARTMENT OF INSURANCE

Texas Title Insurance Basic Premium Rates (2014)

Title Rate Chart in PDF

GUARANTY ASSESSMENT RECOUPMENT CHARGE
Effective January 1 - December 31, 2014

A Guaranty Assessment Recoupment Charge of $1.80 applies to each owner's policy and each loan policy. The purpose of this charge is to reimburse Texas title insurers for $2.5 million paid in assessments to the Texas Title Insurance Guaranty Association in 2013. The GARC charge is not part of the basic premium. To determine the total premium to collect in 2014, add the applicable GARC charge to the basic premium. See the rate chart below to determine the basic premium.

TEXAS TITLE INSURANCE BASIC PREMIUM RATES
Rates Effective May 1, 2013

Policies Up To And Including	Basic Premium	Policies Up To And Including	Basic Premium	Policies Up To And Including	Basic Premium	Policies Up To And Including	Basic Premium
$10,000	$238	$32,500	$398	$55,000	$556	$77,500	$716
10,500	$242	33,000	$401	55,500	$559	78,000	$720
11,000	$244	33,500	$405	56,000	$565	78,500	$725
11,500	$248	34,000	$408	56,500	$568	79,000	$729
12,000	$252	34,500	$412	57,000	$571	79,500	$730
12,500	$255	35,000	$415	57,500	$575	80,000	$734
13,000	$260	35,500	$419	58,000	$579	80,500	$738
13,500	$264	36,000	$422	58,500	$581	81,000	$742
14,000	$267	36,500	$426	59,000	$585	81,500	$744
14,500	$270	37,000	$429	59,500	$589	82,000	$748
15,000	$272	37,500	$433	60,000	$593	82,500	$753
15,500	$276	38,000	$437	60,500	$597	83,000	$757
16,000	$280	38,500	$441	61,000	$600	83,500	$759
16,500	$284	39,000	$443	61,500	$603	84,000	$762
17,000	$288	39,500	$447	62,000	$607	84,500	$767
17,500	$292	40,000	$450	62,500	$611	85,000	$770
18,000	$296	40,500	$455	63,000	$613	85,500	$773
18,500	$298	41,000	$457	63,500	$617	86,000	$776
19,000	$301	41,500	$462	64,000	$621	86,500	$781
19,500	$304	42,000	$465	64,500	$625	87,000	$785
20,000	$309	42,500	$469	65,000	$628	87,500	$788
20,500	$312	43,000	$471	65,500	$631	88,000	$791
21,000	$317	43,500	$475	66,000	$635	88,500	$795
21,500	$320	44,000	$479	66,500	$640	89,000	$799
22,000	$324	44,500	$483	67,000	$644	89,500	$801
22,500	$327	45,000	$487	67,500	$645	90,000	$804
23,000	$330	45,500	$490	68,000	$649	90,500	$809
23,500	$333	46,000	$493	68,500	$653	91,000	$813
24,000	$337	46,500	$497	69,000	$656	91,500	$817
24,500	$340	47,000	$499	69,500	$659	92,000	$819
25,000	$345	47,500	$503	70,000	$664	92,500	$823
25,500	$348	48,000	$508	70,500	$668	93,000	$827
26,000	$352	48,500	$512	71,000	$672	93,500	$831
26,500	$355	49,000	$515	71,500	$674	94,000	$832
27,000	$358	49,500	$518	72,000	$677	94,500	$837
27,500	$361	50,000	$522	72,500	$681	95,000	$842
28,000	$365	50,500	$525	73,000	$685	95,500	$845
28,500	$368	51,000	$527	73,500	$688	96,000	$847
29,000	$373	51,500	$531	74,000	$692	96,500	$851
29,500	$376	52,000	$536	74,500	$696	97,000	$855
30,000	$380	52,500	$540	75,000	$700	97,500	$859
30,500	$383	53,000	$543	75,500	$702	98,000	$862
31,000	$387	53,500	$547	76,000	$706	98,500	$866
31,500	$390	54,000	$550	76,500	$709	99,000	$870
32,000	$393	54,500	$553	77,000	$713	99,500	$873
						100,000	$875

Title Basic Premium Calculation for Policies in Excess of $100,000

Using the table below, apply these steps to determine basic premium for policies above $100,000:

- Step 1 In column (1), find the range that includes the policy's face value.
- Step 2 Subtract the value in column (2) from the policy's face value.
- Step 3 Multiply the result in Step 2 by the value in column (3), and round to the nearest dollar.
- Step 4 Add the value in column (4) to the result of the value from Step 3.

(See examples provided following the table.)

(1) Policy Range	(2) Subtract	(3) Multiply by	(4) Add
[$100,001 - $1,000,000]	100,000	0.00554	$875
[$1,000,001 - $5,000,000]	1,000,000	0.00456	$5,861
[$5,000,001 - $15,000,000]	5,000,000	0.00376	$24,101
[$15,000,001 - $25,000,000]	15,000,000	0.00267	$61,701
[Greater than $25,000,000]	25,000,000	0.00160	$88,401

Examples for Policies in Excess of $100,000

Example 1:

(1) Policy is $268,500

(2) Subtract $100,000 ==> $268,500 - $100,000 ==> Result = $168,500

(3) Multiply by 0.00554 ==> $168,500 x 0.00554 ==> $933.49 ==> Result = $933

(4) Add $875 ==> $933 + $875 ==> Final Result = $1,808

Example 2:

(1) Policy is $4,826,600

(2) Subtract $1,000,000 ==> $4,826,600 - $1,000,000 ==> Result = $3,826,600

(3) Multiply by 0.00456 ==> $3,826,600 x 0.00456 ==> $17,449.30 ==> Result = $17,449

(4) Add $5,861 ==> $17,449 + $5,861 ==> Final Result = $23,310

Example 3:

(1) Policy is $10,902,800

(2) Subtract $5,000,000 ==> $10,902,800 - $5,000,000 ==> Result = $5,902,800

(3) Multiply by 0.00376 ==> $5,902,800 x 0.00376 ==> $22,194.53 ==> Result = $22,195

(4) Add $24,101 ==> $22,195 + $24,101 ==> Final Result = $46,296

Example 4:

(1) Policy is $17,295,100

(2) Subtract $15,000,000 ==> $17,295,100 - $15,000,000 ==> Result = $2,295,100

(3) Multiply by 0.00267 ==> $2,295,100 x 0.00267 ==> $6,127.92 ==> Result = $6,128

(4) Add $61,701 ==> $6,128 + $61,701 ==> Final Result = $67,829

Example 5:

(1) Policy is $39,351,800

(2) Subtract $25,000,000 ==> $39,351,800 - $25,000,000 ==> Result = $14,351,800

(3) Multiply by 0.00160 ==> $14,351,800 x 0.00160 ==> $22,962.88 ==> Result = $22,963

(4) Add $88,401 ==> $22,963 + $88,401 ==> Final Result = $111,364

For more information contact: Title@tdi.texas.gov

Last updated: 05/04/2015

Texas Department of Insurance
333 Guadalupe, Austin, TX 78701
P.O. Box 149104, Austin, TX 78714
512-676-6000 | 1- 800-578-4677

About TDI

- Compact with Texans
- Contact Information
- Job Opportunities
- Report Fraud at TDI

Helpful State Links

- Texas.gov Portal
- TRAIL State Search
- TX Homeland Security
- Texas State Spending

Site Resources

- Accessibility & Policies
- Contact Webmaster
- TDI Site Index Page
- Viewers / PDF Reader

Stay Connected

- Calendar
- eNews
- LinkedIn
- RSS
- @TexasTDI
- Webcasts

EXHIBIT “C”

Insurance Certificate

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/19/2016

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: Ruben Garza	
Lone Star Insurance Services, Inc. P. O. Box 3988 McAllen TX 78502	PHONE (A/C, No, Ext): 956-682-1722	FAX (A/C, No): 956-682-1742
	E-MAIL ADDRESS: garzar@lonestar-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Lloyds Insurance Company	
	INSURER B : Commerce and Industry Company	19410
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED	
Valley Land Title Company, LTD 6013 N, 10th Street McAllen TX 78504	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			680-8237b467-16-42	01/16/2016	01/16/2017	EACH OCCURRENCE	$ 1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000.00
							MED EXP (Any one person)	$ 5,000.00
							PERSONAL & ADV INJURY	$ 1,000,000.00
							GENERAL AGGREGATE	$ 2,000,000.00
							PRODUCTS - COMP/OP AGG	$ 2,000,000.00
								$
	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	☑ UMBRELLA LIAB ☑ OCCUR ☑ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			BE055654194	01/16/2016	01/16/2017	EACH OCCURRENCE	$ 1,000,000.00
							AGGREGATE	$ 1,000,000.00
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
County of Hidalgo Purchasing Department 2812 S. Bus. Hwy. 281 Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Maria Zuniga

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VALL-03 OP ID: AD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shepard Walton King Ins. Group
121 W. Pecan
McAllen, TX 78501
R. Raul Cabaza, III

CONTACT NAME: Anna Dietrich-Flores
PHONE (A/C, No. Ext): 956-682-2841 FAX (A/C, No): 956-630-4015
E-MAIL ADDRESS: adietrichflores@swkins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allstate Insurance Co.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Valley Land Title Company, Ltd
6013 N. 10th Street
McAllen, TX 78504

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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			648277661	01/14/2016	01/14/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						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)

Scheduled Autos Included

2013 Mazda Utility Van Vin# JM3KE2BE4D0167635

CERTIFICATE HOLDER

HIDCOPD

County of Hidalgo
Purchasing Department
2812 S. 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

Cynthia Cabaza

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/19/2016

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 Lone Star Insurance Services, Inc. P. O. Box 3988 McAllen TX 78502	CONTACT NAME: Ruben Garza PHONE (A/C, No, Ext): 956-682-1722 FAX (A/C, No): 956-682-1742 E-MAIL ADDRESS: garzar@lonestar-ins.com
INSURED Valley Land Title Co., LTD 6013 N. 10th Street McAllen TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Hartford Insurance Company of the Midwest INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
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		85WBCAN8069	03/17/2015	03/17/2016	☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

County of Hidalo
Purchasing Department
2812 S. 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

Maria Blanco

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-7114

Date Filed:
01/29/2016

Date Acknowledged:
01/29/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Valley Land Title Co.
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

2016-010-01-13SMA
Title Report Related Services Pool

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-7114

Date Filed:
01/29/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Valley Land Title Co.
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
2016-010-01-13SMA
Title Report Related Services Pool

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Paul R. Rodriguez, this the 29th day of January, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Maria Martinez
Printed name of officer administering oath

Title of officer administering oath

MARIA MARTINEZ
My Notary ID # 126532600
Expires May 23, 2016

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve as to form - (BOTH) SIERRA TITLE CO LTD & VALLEY LAND TITLE CO, LTD - HID CO.

From : Steve Crain <scrain@atlashall.com> Fri, Jan 29, 2016 03:40 PM

Subject : RE: Review & Approve as to form - (BOTH) SIERRA TITLE CO LTD & VALLEY LAND TITLE CO, LTD - HID CO. 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreement is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, January 29, 2016 3:09 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>; Martha Salazar <martha.salazar@co.hidalgo.tx.us>
Subject: Re: Review & Approve as to form - (BOTH) SIERRA TITLE CO LTD & VALLEY LAND TITLE CO, LTD - HID CO.
Importance: High

Good afternoon, Mr. Crain-

Please review and approve (attached hereto) agreements with "scheduled autos" reflecting on their insurance certificates and and acknowledged and notarized HB Form1295 forms for each company as reflected below:

- **Sierra Title Company, Ltd - C-16-010-02-03**
- **Valley Land Title Company - C-16-010a-02-03**

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
***P**(956) 318-2626 **F**(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Thursday, January 28, 2016 7:35:04 AM
Subject: RE: Review & Approve as to form - (BOTH) SIERRA TITLE CO LTD & VALLEY LAND TITLE CO, LTD - HID CO.

Autos are not scheduled on insurance certificate.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, January 27, 2016 5:13 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Martha Salazar <martha.salazar@co.hidalgo.tx.us>; SANDRA Montalvo <smontalvo8115@gmail.com>
Subject: Review & Approve as to form - (BOTH) SIERRA TITLE CO LTD & VALLEY LAND TITLE CO, LTD - HID CO.
Importance: High

Good afternoon, Mr. Crain-

Please review and approve as to form agreements (attached hereto) for the purposes of award for: "Title Company Related Services-POOL", subject to compliance with HB1295 [when and/or if applicable] for the following:

- **Sierra Title Company, Ltd - C-16-010-02-03**
- **Valley Land Title Company - C-16-010a-02-03**

Please advise.

*Note: will be placed on the next CC agenda for final approval.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

😃...DON'T WORRY...BE HAPPY...😃



image001.gif
345 B

AI-53203

Purchasing Department 24. B. 1.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Katia Garcia, COMM. PCT. #1
Submitted By: Moises Salazar, PURCHASING DEPT.
Department: COMM. PCT. #1

Information

CAPTION

A. Recommendation by project engineer, SAMES, Inc., to award the Base Bid to the responsible vendor submitting the lowest and best bid meeting all specifications, subject to compliance with HB 1295, for the following two projects as listed:

	PROJECT NAME	PROJECT NO.	AWARD RECOMMENDATION TO VENDOR:	AMOUNT:
1	"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 4W (10N - 12N)"	2016-027-01-27-MSS	TEXAS CORDIA CONSTRUCTION, LLC	$628,528.50
2	"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 12N (FM 1015 – 2W)"	2016-028-01-27-MSS	M. J. A. CONSTRUCTION, LLC	$155,897.80

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Raul Lozano, [unless otherwise voiced/announced by Commissioner Cuellar] to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

1. Bid Packet distribution:
Thirteen (13) packets for Mile 4W.

Fourteen (14) packets for Mile 12N.

2. Mile 4W project received Ten (10) bids & Mile 12N project received Twelve (12) bids.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1347-431-00-121-206-0-721
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Mile 4W

FISCAL YEAR: 2016 ACCT. #: 6-1347-431-00-121-204-0-721
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Mile 12N

Attachments

Mile 4W -Bid Tab and Engineer's Letter of Award recommendation
Mile 12N -Bid Tab and Engineer's Letter of Award recommendation
Plan Holders List Mile 4W & Mile 12N

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/29/2016 04:53 PM
Budget & Management	Veronica Ortiz	01/29/2016 05:07 PM
Glinda Pacheco	Glinda Pacheco	01/29/2016 05:20 PM
Auditor's Office	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Moises Salazar Started On: 01/29/2016 11:51 AM
Final Approval Date: 01/29/2016

SAM Engineering and Surveying, Inc.

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1607, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

January 29, 2016

AC Cuellar
Precinct No. 1
Hidalgo County Commissioner
1902 Joe Stephens Ave, #303
Weslaco, Texas 78596

Re; Recommendation to Award Construction Contract
Hidalgo County Paving & Drainage Improvements
Mile 4W (10N – 12N)

Mr. Cuellar,

A bid opening was held on Wednesday, January 27, 2016 where ten (10) bids were received for the Hidalgo County Paving & Drainage Improvements Project – Mile 4 (10N – 12N).

After review of the Unit Bid Pricing provided, we have prepared Bid Tabulations and have confirmed that Texas Cordia Construction, LLC. of Edinburg, Texas has submitted the lowest responsive Base Bid in the amount of $628,528.50. They have also submitted the required bid bond and have acknowledged Addendum No. 1 with their bid submission. Please find attached the Bid Tabulation Sheet for your review.

We are recommending that Texas Cordia Construction, LLC. be awarded the above referenced project for a total contract amount of $628,528.50 and a total construction period of 150 calendar days. Please feel free to contact me at (956)-702-8880 if you have any questions, or would like to discuss this recommendation.

Respectfully Submitted,

Samuel D. Maldonado, P.E., R.P.L.S.
Principal

BID TABULATIONS
HIDALGO COUNTY PAVING AND DRAINAGE IMPROVEMENTS
MILE 4W (10N - 12N)
BID NO. 2016-027-01-27-MSS

Bid Opening: January 27, 2016
3:00 PM
Hidalgo County Purchasing Department

BASE BID

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	TEXAS CORDIA CONSTRUCTION		FOREMOST PAVING, INC.		REIM CONSTRUCTION, INC.		CLORE CONSTRUCTION, LLC.		ROTH EXACAVATING INC.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control, Complete and in Place	MO	5	$ 4,950.00	$ 24,750.00	$ 3,000.00	$ 15,000.00	$ 2,000.00	$ 10,000.00	$ 3,891.34	$ 19,456.70	$ 2,000.00	$ 10,000.00
2	18" RCP, CL III - Driveway, Complete and in Place	LF	1,428	$ 30.00	$ 42,840.00	$ 40.00	$ 57,120.00	$ 31.00	$ 44,268.00	$ 36.20	$ 51,693.60	$ 30.00	$ 42,840.00
3	18" RCP, CL III - Turnout, Complete and in Place	LF	312	$ 30.00	$ 9,360.00	$ 40.00	$ 12,480.00	$ 33.00	$ 10,296.00	$ 36.20	$ 11,294.40	$ 30.00	$ 9,360.00
4	Driveway Repair - Asphalt, Complete and in Place	SY	1,308	$ 17.00	$ 22,236.00	$ 35.00	$ 45,780.00	$ 26.50	$ 34,662.00	$ 44.03	$ 57,591.24	$ 17.50	$ 22,890.00
5	Driveway Repair - Concrete, Complete and in Place	SY	382	$ 26.00	$ 9,932.00	$ 80.00	$ 30,560.00	$ 56.50	$ 21,583.00	$ 30.43	$ 11,624.26	$ 35.00	$ 13,370.00
6	2" HMAC, Type D, Complete and in Place	SY	23,577	$ 11.00	$ 259,347.00	$ 8.50	$ 200,404.50	$ 10.50	$ 247,558.50	$ 11.78	$ 277,737.06	$ 12.50	$ 294,712.50
7	Prime Coat Asphalt Material (MC-30), Complete and in Place	GAL	4,716	$ 4.00	$ 18,864.00	$ 4.00	$ 18,864.00	$ 4.05	$ 19,099.80	$ 6.80	$ 32,068.80	$ 8.00	$ 37,728.00
8	4" New Flexible Base (Caliche), Complete and in Place	SY	28,289	$ 3.75	$ 106,083.75	$ 3.00	$ 84,867.00	$ 4.00	$ 113,156.00	$ 4.44	$ 125,603.16	$ 4.50	$ 127,300.50
9	Scarify & Rework Exist Roadway (4 in), Complete and in Place	SY	28,289	$ 1.75	$ 49,505.75	$ 2.00	$ 56,578.00	$ 2.00	$ 56,578.00	$ 2.18	$ 61,670.02	$ 2.00	$ 56,578.00
10	3% Lime (Base Stabilization), Complete and in Place	TONS	99	$ 170.00	$ 16,830.00	$ 450.00	$ 44,550.00	$ 190.00	$ 18,810.00	$ 214.02	$ 21,187.98	$ 350.00	$ 34,650.00
11	Construction Staking	LS	1	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00	$ 16,700.00	$ 16,700.00	$ 3,737.70	$ 3,737.70	$ 15,000.00	$ 15,000.00
12	Roadway Striping	LS	1	$ 4,950.00	$ 4,950.00	$ 1,500.00	$ 1,500.00	$ 5,520.00	$ 5,520.00	$ 14,592.52	$ 14,592.52	$ 17,500.00	$ 17,500.00
13	Preparation of Right-of-Way	STA	106	$ 200.00	$ 21,200.00	$ 200.00	$ 21,200.00	$ 472.00	$ 50,032.00	$ 112.48	$ 11,922.88	$ 150.00	$ 15,900.00
14	Mobilization	LS	1	$ 18,000.00	$ 18,000.00	$ 32,500.00	$ 32,500.00	$ 18,900.00	$ 18,900.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
15	Temp Sedmt Cont Fence (Install)	LF	1,760	$ 4.00	$ 7,040.00	$ 5.00	$ 8,800.00	$ 1.85	$ 3,256.00	$ 4.44	$ 7,814.40	$ 8.00	$ 14,080.00
16	Temp Sedmt Cont Fence (Remove)	LF	1,760	$ 1.00	$ 1,760.00	$ 1.00	$ 1,760.00	$ 1.00	$ 1,760.00	$ 1.05	$ 1,848.00	$ 3.00	$ 5,280.00
17	RCP - Safety End Treatment	EA	4	$ 800.00	$ 3,200.00	$ 1,200.00	$ 4,800.00	$ 882.00	$ 3,528.00	$ 1,667.72	$ 6,670.88	$ 1,000.00	$ 4,000.00
18	Type C Inlets, Complete and in Place	EA	3	$ 1,600.00	$ 4,800.00	$ 2,650.00	$ 7,950.00	$ 1,690.00	$ 5,070.00	$ 2,986.10	$ 8,958.30	$ 3,500.00	$ 10,500.00
19	18" RCP, CL III (See Sheet 17A), Complete and in Place	LF	161	$ 30.00	$ 4,830.00	$ 65.00	$ 10,465.00	$ 31.00	$ 4,991.00	$ 54.07	$ 8,705.27	$ 30.00	$ 4,830.00
	BASE BID TOTAL:				$ 628,528.50		$ 657,678.50		$ 685,768.30		$ 744,177.17		$ 746,519.00

BASE BID (CONT'D)

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	RDH SITE & CONCRETE, LLC.		EARTHWORKS ENTERPRISE		JIMMY CLOSNER & SONS CONST. CO.		MID VALLEY PAVING, INC.		VG VANGUARD ENGINEERING	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control, Complete and in Place	MO	5	$ 1,500.00	$ 7,500.00	$ 3,900.00	$ 19,500.00	$ 6,000.00	$ 30,000.00	$ 5,000.00	$ 25,000.00	$ 9,700.00	$ 48,500.00
2	18" RCP, CL III - Driveway, Complete and in Place	LF	1,428	$ 36.00	$ 51,408.00	$ 35.00	$ 49,980.00	$ 50.00	$ 71,400.00	$ 45.00	$ 64,260.00	$ 55.00	$ 78,540.00
3	18" RCP, CL III - Turnout, Complete and in Place	LF	312	$ 36.00	$ 11,232.00	$ 35.00	$ 10,920.00	$ 50.00	$ 15,600.00	$ 45.00	$ 14,040.00	$ 65.00	$ 20,280.00
4	Driveway Repair - Asphalt, Complete and in Place	SY	1,308	$ 18.50	$ 24,198.00	$ 18.00	$ 23,544.00	$ 20.00	$ 26,160.00	$ 25.00	$ 32,700.00	$ 50.00	$ 65,400.00
5	Driveway Repair - Concrete, Complete and in Place	SY	382	$ 36.50	$ 13,943.00	$ 35.00	$ 13,370.00	$ 80.00	$ 30,560.00	$ 63.00	$ 24,066.00	$ 65.00	$ 24,830.00
6	2" HMAC, Type D, Complete and in Place	SY	23,577	$ 13.00	$ 306,501.00	$ 11.15	$ 262,883.55	$ 10.70	$ 252,273.90	$ 12.50	$ 294,712.50	$ 11.00	$ 259,347.00
7	Prime Coat Asphalt Material (MC-30), Complete and in Place	GAL	4,716	$ 7.25	$ 34,191.00	$ 5.00	$ 23,580.00	$ 4.50	$ 21,222.00	$ 6.00	$ 28,296.00	$ 5.25	$ 24,759.00
8	4" New Flexible Base (Caliche), Complete and in Place	SY	28,289	$ 4.04	$ 114,287.56	$ 6.50	$ 183,878.50	$ 6.60	$ 186,707.40	$ 9.00	$ 254,601.00	$ 9.50	$ 268,745.50
9	Scarify & Rework Exist Roadway (4 in), Complete and in Place	SY	28,289	$ 4.50	$ 127,300.50	$ 3.00	$ 84,867.00	$ 5.00	$ 141,445.00	$ 5.00	$ 141,445.00	$ 5.55	$ 157,003.95
10	3% Lime (Base Stabilization), Complete and in Place	TONS	99	$ 200.00	$ 19,800.00	$ 200.00	$ 19,800.00	$ 210.00	$ 20,790.00	$ 250.00	$ 24,750.00	$ 455.00	$ 45,045.00
11	Construction Staking	LS	1	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 6,000.00	$ 6,000.00	$ 15,000.00	$ 15,000.00
12	Roadway Striping	LS	1	$ 7,500.00	$ 7,500.00	$ 6,450.00	$ 6,450.00	$ 7,700.00	$ 7,700.00	$ 13,000.00	$ 13,000.00	$ 15,500.00	$ 15,500.00
13	Preparation of Right-of-Way	STA	106	$ 400.00	$ 42,400.00	$ 1,000.00	$ 106,000.00	$ 300.00	$ 31,800.00	$ 300.00	$ 31,800.00	$ 2,500.00	$ 265,000.00
14	Mobilization	LS	1	$ 6,000.00	$ 6,000.00	$ 5,000.00	$ 5,000.00	$ 30,000.00	$ 30,000.00	$ 1,000.00	$ 1,000.00	$ 45,000.00	$ 45,000.00
15	Temp Sedmt Cont Fence (Install)	LF	1,760	$ 1.30	$ 2,288.00	$ 3.00	$ 5,280.00	$ 3.00	$ 5,280.00	$ 3.00	$ 5,280.00	$ 3.00	$ 5,280.00
16	Temp Sedmt Cont Fence (Remove)	LF	1,760	$ 1.30	$ 2,288.00	$ 1.00	$ 1,760.00	$ 1.00	$ 1,760.00	$ 3.00	$ 5,280.00	$ 1.00	$ 1,760.00
17	RCP - Safety End Treatment	EA	4	$ 1,000.00	$ 4,000.00	$ 1,200.00	$ 4,800.00	$ 750.00	$ 3,000.00	$ 1,000.00	$ 4,000.00	$ 2,650.00	$ 10,600.00
18	Type C Inlets, Complete and in Place	EA	3	$ 1,500.00	$ 4,500.00	$ 3,500.00	$ 10,500.00	$ 3,200.00	$ 9,600.00	$ 4,000.00	$ 12,000.00	$ 4,400.00	$ 13,200.00
19	18" RCP, CL III (See Sheet 17A), Complete and in Place	LF	161	$ 35.00	$ 5,635.00	$ 35.00	$ 5,635.00	$ 50.00	$ 8,050.00	$ 45.00	$ 7,245.00	$ 59.00	$ 9,499.00
	BASE BID TOTAL:				$ 786,472.06		$ 840,248.05		$ 896,348.30		$ 989,475.50		$ 1,373,289.45

STATE OF TEXAS
JESSICA M. MENDOZA
111579
LICENSED
PROFESSIONAL ENGINEER
1/29/16

SAMES, INC.
200 S. 10TH STREET, SUITE 1607, MCALLEN, TX. 78501
PH: 956-702-8880 FAX: 956-702-8883
Reg. No. F-10602

SAM Engineering and Surveying, Inc.

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1607, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

January 29, 2016

AC Cuellar
Precinct No. 1
Hidalgo County Commissioner
1902 Joe Stephens Ave, #303
Weslaco, Texas 78596

Re; Recommendation to Award Construction Contract
Hidalgo County Paving & Drainage Improvements
Mile 12N (FM1012 – 2W)

Mr. Cuellar,

A bid opening was held on Wednesday, January 27, 2016 where twelve (12) bids were received for the Hidalgo County Paving & Drainage Improvements Project – Mile 12N (FM1015 – 2W).

After review of the Unit Bid Pricing provided, we have prepared Bid Tabulations and have confirmed that MJA Construction, LLC. of Mission, Texas has submitted the lowest responsive Base Bid in the amount of $155,897.80 They have also submitted the required bid bond and have acknowledged Addendum No. 1 with their bid submission. Please find attached the Bid Tabulation Sheet for your review.

We are recommending that MJA Construction, LLC. be awarded the above referenced project for a total contract amount of $155,897.80 and a total construction period of 90 calendar days. Please feel free to contact me at (956)-702-8880 if you have any questions, or would like to discuss this recommendation.

Respectfully Submitted,

Samuel D. Maldonado, P.E., R.P.L.S.
Principal

BID TABULATIONS
HIDALGO COUNTY PAVING AND DRAINAGE IMPROVEMENTS
MILE 12N (FM1015-2W)
BID NO. 2016-028-01-27-MSS

Bid Opening: January 27, 2016
3:00 PM
Hidalgo County Purchasing Department

BASE BID

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	M.J.A. CONSTRUCTION, LLC		VENSER CONTRACTORS, LLC		TEXAS CORDIA		RDH SITE AND CONCRETE, LLC		REIM CONSTRUCTION, INC.		ROTH EXCAVATING, INC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TRAFFIC CONTROL, Complete and in Place.	MO	3	$ 1,750.00	$ 5,250.00	$ 2,500.00	$ 7,500.00	$ 1,550.00	$ 4,650.00	$ 1,000.00	$ 3,000.00	$ 2,550.00	$ 7,650.00	$ 2,000.00	$ 6,000.00
2	18" RCP, CL III - DRIVEWAY, Complete and in Place.	LF	218	$ 30.00	$ 6,540.00	$ 27.00	$ 5,886.00	$ 33.00	$ 7,194.00	$ 35.00	$ 7,630.00	$ 38.25	$ 8,338.50	$ 20.00	$ 4,360.00
3	DRIVEWAY REPAIR - ASPHALT, Complete and in Place.	SY	160	$ 24.00	$ 3,840.00	$ 22.00	$ 3,520.00	$ 45.00	$ 7,200.00	$ 18.50	$ 2,960.00	$ 32.00	$ 5,120.00	$ 17.50	$ 2,800.00
4	DRIVEWAY REPAIR - CONCRETE, Complete and in Place.	SY	78	$ 54.00	$ 4,212.00	$ 63.00	$ 4,914.00	$ 39.00	$ 3,042.00	$ 36.20	$ 2,823.60	$ 69.50	$ 5,421.00	$ 35.00	$ 2,730.00
5	2" HMAC, TYPE D, Complete and in Place.	SY	4,955	$ 10.80	$ 53,514.00	$ 13.00	$ 64,415.00	$ 13.45	$ 66,644.75	$ 12.24	$ 60,649.20	$ 12.75	$ 63,176.25	$ 15.00	$ 74,325.00
6	PRIME COAT ASPHALT MATERIAL (MC-30), Complete and in Place.	GAL	991	$ 8.00	$ 7,928.00	$ 7.50	$ 7,432.50	$ 5.00	$ 4,955.00	$ 7.00	$ 6,937.00	$ 4.95	$ 4,905.45	$ 10.00	$ 9,910.00
7	4" NEW FLEX BASE (CALICHE), Complete and in Place	SY	5,941	$ 3.50	$ 20,793.50	$ 3.50	$ 20,793.50	$ 5.00	$ 29,705.00	$ 4.04	$ 24,001.64	$ 4.85	$ 28,813.85	$ 5.00	$ 29,705.00
8	SCARIFY & REWORK EXIST. ROADWAY (4-IN.), Complete and in Place.	SY	5,941	$ 2.50	$ 14,852.50	$ 2.50	$ 14,852.50	$ 1.00	$ 5,941.00	$ 4.50	$ 26,734.50	$ 2.15	$ 12,773.15	$ 2.00	$ 11,882.00
9	3% LIME (4" EXIST. BASE STABLILIZATION), Complete and in Place.	TONS	31	$ 373.80	$ 11,587.80	$ 200.00	$ 6,200.00	$ 170.00	$ 5,270.00	$ 200.00	$ 6,200.00	$ 190.00	$ 5,890.00	$ 350.00	$ 10,850.00
10	CONSTRUCTION STAKING.	LS	1	$ 2,800.00	$ 2,800.00	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 500.00	$ 500.00	$ 6.00	$ 6.00	$ 3,000.00	$ 3,000.00
11	ROADWAY STRIPING	LS	1	$ 4,900.00	$ 4,900.00	$ 8,000.00	$ 8,000.00	$ 2,800.00	$ 2,800.00	$ 4,500.00	$ 4,500.00	$ 3,270.00	$ 3,270.00	$ 3,500.00	$ 3,500.00
12	PREPARATION OF RIGHT-OF-WAY.	STA	2	$ 5,600.00	$ 11,200.00	$ 1,000.00	$ 2,000.00	$ 3,800.00	$ 7,600.00	$ 8,000.00	$ 16,000.00	$ 6,000.00	$ 12,000.00	$ 150.00	$ 300.00
13	MOBILIZATION.	LS	1	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 12,800.00	$ 12,800.00	$ 5,000.00	$ 5,000.00	$ 15,400.00	$ 15,400.00	$ 10,000.00	$ 10,000.00
14	TEMP. SEDMT CONT FENCE, Install	LF	1,160	$ 2.00	$ 2,320.00	$ 2.80	$ 3,248.00	$ 3.00	$ 3,480.00	$ 1.30	$ 1,508.00	$ 2.30	$ 2,668.00	$ 8.00	$ 9,280.00
15	TEMP. SEDMT CONT FENCE, Remove	LF	1,160	$ 1.00	$ 1,160.00	$ 1.25	$ 1,450.00	$ 1.00	$ 1,160.00	$ 1.30	$ 1,508.00	$ 1.05	$ 1,218.00	$ 3.00	$ 3,480.00
	BASE BID TOTAL:				**$ 155,897.80**		**$ 162,711.50**		**$ 165,441.75**		**$ 169,951.94**		**$ 176,650.20**		**$ 182,122.00**

Denotes different amount than shown on bid forms.

BASE BID (CONT'D)

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	JIMMY CLOSNER & SONS		EARTHWORKS ENTERPRISE		JF TRENCHING		FOREMOST PAVING, INC.		J.M. CONSTRUCTION		VG VANGUARD ENGINEERING	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TRAFFIC CONTROL, Complete and in Place.	MO	3	$ 4,500.00	$ 13,500.00	$ 3,500.00	$ 10,500.00	$ 1,650.00	$ 4,950.00	$ 3,000.00	$ 9,000.00	$ 4,500.00	$ 13,500.00	$ 10,500.00	$ 31,500.00
2	18" RCP, CL III - DRIVEWAY, Complete and in Place.	LF	218	$ 50.00	$ 10,900.00	$ 40.00	$ 8,720.00	$ 40.00	$ 8,720.00	$ 65.00	$ 14,170.00	$ 45.00	$ 9,810.00	$ 60.00	$ 13,080.00
3	DRIVEWAY REPAIR - ASPHALT, Complete and in Place.	SY	160	$ 20.00	$ 3,200.00	$ 17.00	$ 2,720.00	$ 33.00	$ 5,280.00	$ 85.00	$ 13,600.00	$ 32.00	$ 5,120.00	$ 53.00	$ 8,480.00
4	DRIVEWAY REPAIR - CONCRETE, Complete and in Place.	SY	78	$ 80.00	$ 6,240.00	$ 45.00	$ 3,510.00	$ 67.50	$ 5,265.00	$ 85.00	$ 6,630.00	$ 68.00	$ 5,304.00	$ 75.00	$ 5,850.00
5	2" HMAC, TYPE D, Complete and in Place.	SY	4,955	$ 10.70	$ 53,018.50	$ 12.00	$ 59,460.00	$ 12.20	$ 60,451.00	$ 10.00	$ 49,550.00	$ 16.50	$ 81,757.50	$ 14.50	$ 71,847.50
6	PRIME COAT ASPHALT MATERIAL (MC-30), Complete and in Place.	GAL	991	$ 4.50	$ 4,459.50	$ 5.00	$ 4,955.00	$ 7.50	$ 7,432.50	$ 5.00	$ 4,955.00	$ 9.00	$ 8,919.00	$ 6.00	$ 5,946.00
7	4" NEW FLEX BASE (CALICHE), Complete and in Place	SY	5,941	$ 6.60	$ 39,210.60	$ 7.00	$ 41,587.00	$ 6.85	$ 40,695.85	$ 6.00	$ 35,646.00	$ 14.00	$ 83,174.00	$ 9.50	$ 56,439.50
8	SCARIFY & REWORK EXIST. ROADWAY (4-IN.), Complete and in Place.	SY	5,941	$ 6.00	$ 35,646.00	$ 6.00	$ 35,646.00	$ 5.20	$ 30,893.20	$ 3.25	$ 19,308.25	$ 4.00	$ 23,764.00	$ 6.00	$ 35,646.00
9	3% LIME (4" EXIST. BASE STABLILIZATION), Complete and in Place.	TONS	31	$ 210.00	$ 6,510.00	$ 250.00	$ 7,750.00	$ 250.00	$ 7,750.00	$ 600.00	$ 18,600.00	$ 250.00	$ 7,750.00	$ 500.00	$ 15,500.00
10	CONSTRUCTION STAKING.	LS	1	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 3,650.00	$ 3,650.00	$ 2,500.00	$ 2,500.00	$ 15,000.00	$ 15,000.00	$ 12,500.00	$ 12,500.00
11	ROADWAY STRIPING	LS	1	$ 4,500.00	$ 4,500.00	$ 4,000.00	$ 4,000.00	$ 3,500.00	$ 3,500.00	$ 1,000.00	$ 1,000.00	$ 2,500.00	$ 2,500.00	$ 8,000.00	$ 8,000.00
12	PREPARATION OF RIGHT-OF-WAY.	STA	2	$ 400.00	$ 800.00	$ 3,000.00	$ 6,000.00	$ 3,500.00	$ 7,000.00	$ 4,500.00	$ 9,000.00	$ 3,000.00	$ 6,000.00	$ 3,500.00	$ 7,000.00
13	MOBILIZATION.	LS	1	$ 10,000.00	$ 10,000.00	$ 8,000.00	$ 8,000.00	$ 8,032.44	$ 8,032.44	$ 18,000.00	$ 18,000.00	$ 3,500.00	$ 3,500.00	$ 45,000.00	$ 45,000.00
14	TEMP. SEDMT CONT FENCE, Install	LF	1,160	$ 3.00	$ 3,480.00	$ 3.00	$ 3,480.00	$ 3.50	$ 4,060.00	$ 5.00	$ 5,800.00	$ 3.50	$ 4,060.00	$ 3.25	$ 3,770.00
15	TEMP. SEDMT CONT FENCE, Remove	LF	1,160	$ 1.00	$ 1,160.00	$ 1.00	$ 1,160.00	$ 2.00	$ 2,320.00	$ 1.00	$ 1,160.00	$ 3.50	$ 4,060.00	$ 1.10	$ 1,276.00
	BASE BID TOTAL:				**$ 194,124.60**		**$ 199,988.00**		**$ 199,999.99**		**$ 208,919.25**		**$ 274,218.50**		**$ 321,835.00**

STATE OF TEXAS
JESSICA M. MENDOZA
111579
LICENSED
PROFESSIONAL ENGINEER
1/29/16

SAMES, INC.
200 S. 10TH STREET, SUITE 1607 MCALLEN, TX. 78501
PH: 956-702-8880 FAX: 956-702-8883
Reg. No. F-10602

SAMES
SAM ENGINEERING & SURVEYING INC.

PLAN HOLDERS LIST

HIDALGO COUNTY, TEXAS

PRECINCT 1

MILE 12 N

ROADWAY & DRAINAGE IMPROVEMENTS

ESTIMATE:

$170,000.00

ENG 15.041		BID OPENING: January 27, 2016					PAYMENT	
BOOK #	DATE	COMPANY NAME	CONTACT PERSON	TELEPHONE	FAX	EMAIL	AMOUNT	TYPE
1	1-12-16	Foremost Paving	Roy Vargas	279-0274 647-7644		Roy@EPITEX.com	100	
2	1-13-16	ZGS, LLC Earthworks Enterprise	A. Omar Flores Jr.	(956)424-3414		omar@zgsllc.com	100	
3	1-13-16	S. TEXAS PAVING		(956)655-4665		mgomez@southtexasparving.com	100	
4	1-14-16	RDHS: Itd Concrete	Dianaly De Hoyos	(956)784-0766		dianaly@rdhcompany.com	100	
5	1-18-16	Venser Contractors LLC	Javier Vento	9562397624		jvrvento@aol.com	100	ck
6	1-18-16	JCS Construction	Robert Closner	956-565-2688		mark@jimmyclosner.com	100	ck
7	~~1-19-16~~	~~Mid Valley Paving~~	~~Jarrod Mize~~	~~(956) 320-8941~~		~~mvalpave@juno.com~~	~~100~~	
8	1-19-16	REIM Const.	Jorge Ramos	(956)580-2675		jorger@reimconstruction.com	100	
9	1-19-16	Texas Cordia Construction	Lydia Rodriguez	627-6181		lyda@texascordia.com	100	
10	1-19-16	JM Constructio	Gabriel Carrillo	565-5222		gabriel@jmconstruction.com	100	
11	1-19-16	JF Trenches	Antio Ramirez	263-0405		antoniojf~~construction~~@yahoo.com	100	
12	1-20-16	Roth Excavating	Tyler Wolf	522-2018		wolfbball@yahoo.com	100	
13	1-21-16	Vanguard Eng.	Roberto Elizondo	684-4556		reutility group@yahoo.com	100	
14	1-22-16	MJA Construction LLC	Sonya Gonzalez	279-6610		mjaconstruction@gmail.com	100	
15	1/25/16	Maria Sanchez	Roth Excavating					
16								
17								

SAMES
SAM ENGINEERING & SURVEYING INC

PLAN HOLDERS LIST

HIDALGO COUNTY, TEXAS
PRECINCT 1
MILE 4 W
ROADWAY & DRAINAGE IMPROVEMENTS

ESTIMATE:
$800,000.00

ENG 15.041	BID OPENING: January 27, 2016						PAYMENT	
BOOK #	DATE	COMPANY NAME	CONTACT PERSON	TELEPHONE	FAX	EMAIL	AMOUNT	TYPE
1	1-12-16	FOREMOST PAVING	Roy VARGAS	279-0276 647-7648		Roy@EPITEX.COM	100.00 USACE	
2	1-13-16	2GS, LLC dba Earthworks Enterprise	A.O Mar Flores, Jr.	(956) 424-3414		Omar@2gsllc.com	100.00 ~~200.00~~	
3	1-14-16	RDH Site & Concrete	Dianaly Dethoyos	956-784-1346		dianaly@rdhcompany.com	100	
4	1-18-16	JCS Construction	Robert Closner	(956) 565-2688		mark@jimmyclosner.com	100	
5	1-19-16	Mid Valley Paving	JARROD MIZE	956-330-8141		MValpave@juno.com	100	
6	1-19-16	REIM Construction	Jorge Ramos	(956) 580-2675		jorger@reimconstruction.com	100	
7	1-19-16	Texas Cordia Construction	LYDIA RODRIGUEZ	627-6181		lydia@texascordia.com	100	
8	1-19-16	J.M. CONSTRUCTION	GABRIEL CARRILLO	565-5222		GABRIEL@JMCONSTRUCTIONTX.COM	100	
9	1-19-16	JF Trenching	~~Antonio~~ Ramirez	263-0405		antonio_jfconstruction@yahoo.com	100	
10	1-20-16	Roth Excavating	Tyler Wulf	522-2098		wulfbball@yahoo.com	100	
11	1-21-16	Vanguard Eng.	Roberto Elizondo	584-4556		reutilitygroup@yahoo.com	100	
12	~~1-22-16~~	~~MJA Construction LLC~~	Sonya Gonzalez	279-6610		MJAconstructionllc@gmail.com	~~100.00~~	
13	1/25/16	Roth Excavating	Maria Vecchio					
14	1/25/16	CLORE CONSTRUCTION	GEOFF CLORE	956-748 4713		geoff@cloreconstruction.com	10000	
15								
16								
17								

AI-53216

Purchasing Department 24. B. 2.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Comm. Cuellar, COMM. PCT. #1

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval of "Supplemental Agreement No. 1 to Work Authorization No. 2" as submitted by Millennium Engineering-Contract #C-15-319-09-15 [increase in the amount of $3,191.25 to previous amount of $7,770.25] for a new total of $10,961.50 for additional services as detailed in the supplemental document for the "Spanish Palms Subdivision project" in Precinct One through original assigned requisition #286496-PO#734791.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1345-431-00-121-194-0-721

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

BUDGETARY IMPACT:

Pending transfer AI-53210

Attachments

Supplemental Agreement No. 1 Millennium Engineers

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/29/2016 03:53 PM
Budget & Management	Veronica Ortiz	01/29/2016 05:10 PM
Ivan Cantu	Ivan Cantu	01/29/2016 05:18 PM
Auditor's Office	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Katia Garcia Started On: 01/29/2016 03:17 PM

Final Approval Date: 01/29/2016

EXHIBIT E
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
to WORK AUTHORIZATION NO. 2

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Millennium Engineers Group, Inc. (MEG), Professional Laboratory of, Pharr, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the 17th day of November **2015** concerning Laboratory Testing for Spanish Palms Subdivision (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph 1 of the **Agreement**, (Scope of Work), establishes the Professional Construction Materials Testing Laboratory Services required; and,

WHEREAS, it has become necessary to amend the Agreement to Exhibit "D" as hereinafter provided to include subgrade testing for the roadway section of Spanish Palms Subdivision that will need Professional Construction Materials Testing Laboratory Services.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph 2 of the **Agreement**, (Estimated Cost), is revised to

$10,961.50

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2015.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

BY:_____

Address for Giving Notices:

5804 N. Gumwood Avenue, Pharr, Texas 78577

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

- Exhibit "D" Cost Proposal
- Work Schedule (Subgrade Testing of Spanish Palms Subdivision Roadways)

Revised
"Exhibit D"

HIDALGO COUNTY PRECINCT No. 1

Contract # C-15-309-09-15

WORK AUTHORIZATION NO. 2 – TOTAL AMOUNT BREAKDOWN

Proposal No.	Project Description	Previous Estimated Amount	Current Estimated Amount
Work Auth No. 2 PO# 734791	Spanish Palms Subdivison to now include subgrade testing of the roadway.	$ 7,770.25	$10,961.50
	Total Amount	*$ 7,770.25*	*$ 10,961.50*

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering & Testing Services
Spanish Palms Subdivision Project

☒SOILS SECTION

Task: Subgrade Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	-	55.00	-
Wet Ball Mill (each)	-	210.00	-
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	588.75
Sub-Total (per task)	**2**	**588.75**	**1,177.50**

Task: Subgrade density testing at Roadway (Per Trip, 5 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	402.75
Sub-Total (per task)	**5**	**402.75**	**2,013.75**

SOILS Section Total **3,191.25**

Total Estimated Cost **$3,191.25**

AI-52907

Purchasing Department 24.
B. 3.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to current "Lease of Parcels for Citizen Collection Site(s) for Hidalgo County- Precinct No 1; under Section 1.3 [Holdover], notice and action to continue to utilize leased parcel(s) premises on a month to month provision with Richard Cohrs-Donna Area [E-15-073A-02-04] so as to have no lapse in operating location while procurement process is completed under the same rates, terms and conditions and subject to HB1295 if applicable.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-432-00-121-001-0-441
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 1/28/16.

Attachments

E-15-073-RAY JONES
E-15-073A-RICHARD COHRS
Certificate of Liability-Ray Jones
Certificate of Libility-Richard Cohrs

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/27/2016 11:03 AM
Budget & Management	Veronica Ortiz	01/28/2016 08:26 AM
Glinda Pacheco	Glinda Pacheco	01/28/2016 09:26 AM
Auditor's Office	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Yolanda Velasquez Started On: 01/11/2016 02:38 PM
Final Approval Date: 01/29/2016

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

E-15-073-02-04

January 12, 2015

Mr. Ray Jones
PO Box 565
Mercedes, Texas 78570

Email: rcjones@netzero.net

TERM: 02/04/2015 THRU 02/03/2016

Re: E-14-043-01-28- "Lease of Parcels for Citizen Collection Sites for Precinct No. 1-Mercedes Area"(C-12-190-01-29)

Dear Mr. Jones:

Hidalgo County Purchasing Department will be requesting Commissioners' 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 of placement on the Commissioners' Court meeting of February 03, 2015 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Friday, January 16, 2015, via facsimile to (956) 956-292-7612 or email to: yolanda.velasquez@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 1-13-2015

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.

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,

Yolanda Z. Velasquez, Buyer III
Hidalgo County Purchasing Department

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/3/2015

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
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes TX 78570

CONTACT NAME: Consuelo Cavazos, CISR
PHONE (A/C, No, Ext): (956)565-2481 FAX (A/C, No): (956)565-2733
E-MAIL ADDRESS: consuelo@mcafeeagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American States Ins. Co. of	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ray Jones
P O Box 565
Mercedes TX 78570

COVERAGES **CERTIFICATE NUMBER:** 2014-2015 **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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X Farm Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			04FR005304-7	11/20/2014	11/20/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 250,000 $ 50,000 $ 5,000 $ 500,000 $ 500,000 $ 500,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Lot 13 Blk 40 & Lot 9 Blk 67 S/E of Mercedes, TX 78570

CERTIFICATE HOLDER
moises.salazar@co.hidalgo.

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
Robert R Garza/CO

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Your Independent Liberty Mutual Insurance Agent:

MC AFEE AGENCY
PO BOX 625
MERCEDES, TX 78570

(956) 565-2481

RAY JONES
PO BOX 565
MERCEDES, TX 78570

2348 1209072O4FR0053047O478348

Your

COMMERCIAL INSURANCE POLICY



AMERICAN STATES INSURANCE COMPANY OF TEXAS

A Stock Company
Safeco Plaza
Seattle, WA 98185-0001

Liberty Mutual.
INSURANCE

AMERICAN STATES INSURANCE COMPANY OF TEXAS

SEATTLE, WASHINGTON
COMMERCIAL INSURANCE POLICY

NAMED INSURED AND MAILING ADDRESS
RAY JONES
PO BOX 565
MERCEDES, TX 78570

RENEWAL DECLARATIONS

POLICY NUMBER 04-FR-005304-7
RENEWAL OF 04-FR-005304-6 11-98

POLICY PERIOD FROM 11-20-14 TO 11-20-15 12:01 AM STANDARD TIME AT LOCATION SHOWN ABOVE.

AGENT NAME AND ADDRESS
MC AFEE AGENCY
PO BOX 625
MERCEDES, TX 78570

4252847 (956) 565-2481

THE TOTAL PREMIUM DUE FOR THE POLICY TERM IS $500.00.
YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #828-7548-860-01.
YOU NEED NOT PAY ANY PREMIUM AT THIS TIME. WE WILL SEND A BILLING STATEMENT IN A SEPARATE MAILING.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANIES INDICATED ON THE SPECIFIC COVERAGE PART DECLARATIONS AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COMMERCIAL FARM COVERAGE PART ..... $	500.00
	500.00

AUTHORIZED

10-14-14 (DATE) BY ROBERT GARZA (AUTHORIZED REPRESENTATIVE)

9-CC (0207) COMPANY USE ONLY
NORTHEAST 25 (FRAFAB)CB INSURED COPY PREPARED 10-14-14

2348 1209072O4FR005304704783 49

NAMED INSURED RAY JONES **POLICY NO.** 04-FR-005304-7

FORM OF BUSINESS: INDIVIDUAL

COVERAGE IS PROVIDED ONLY WHERE A LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE.

I.	Limits of Liability			
Coverage H - Coverage I - Coverage J -	Bodily Injury and Property Damage Liability Personal and Advertising Injury Liability Medical Payments	$	$500,000	General Aggregate Limit
Coverage H - Coverage J -	Bodily Injury and Property Damage Liability Medical Payments	$	$500,000	Each "Occurrence" Limit
Coverage I -	Personal and Advertising Injury Liability	$	$500,000	
Coverage H -	Bodily Injury and Property Damage Liability Fire Damage Limit	$	$50,000	Any One Fire
Coverage J -	Medical Payments	$	$5,000	Any One Person Limit
Additional Coverage b. - Damage to Property of Others		$500		

II.	Location of Insured Premises		
Loc No.	Description	No. of Acres	No. of Dwellings
1	LOT 13, BLK 40 & LOT 9, BLK 67 S/E OF MERCEDES, HIDALGO CO,TX	86.84	

III. Coverages

Coverage is only provided where a premium is shown.

	Premium
A. Basic Premium	$500.00
B. Optional Premiums	
Insured Farm Employees - Employers Liability and Medical Payments under Coverages H and J	
Full-time farm employees	
Part-time farm employees	
Custom Farming -	
Additional Dwellings	
Additional Interests	
Other Coverages	

Forms Applicable:

FL0020(0690) FARM LIABILITY COVERAGE FORM
FL0105(1187) TEXAS CHANGES
IL0168(0101) TEXAS CHANGES - DUTIES
FL0163(1088) AMENDATORY ENDORSEMENT
IL0275(1113) TX CHANGES - CANCELLATION AND
IL0017(1198) COMMON POLICY CONDITIONS

2350 120907204FR005304704783350

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

E-14-043-01-28

January 13, 2014

Mr. Ray Jones
PO Box 565
Mercedes, Texas 78570

Email: rcjones@netzero.net
Effective dates: 02-4-14 thru 02-03-15

Re: C-12-190-01-29
"Lease of Parcels for Citizen Collection Sites for Precinct No. 1"

Dear Mr. Jones:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the first of two (2) years County's options to exercise an extension as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of January 29, 2014 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Friday, January 17, 2014, via facsimile to (956) 956-292-7612 or email to: cris.ayala@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

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.

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,

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-12-190-01-29

THIS LEASE is made and entered into by and between **Ray Jones**, a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

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 real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for one year (1) year commencing on **February 4, 2013** ("Commencement Date") and ending on **February 3, 2014** ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for two (2) additional one (1) year periods. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated in accordance with Article 1.4; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor thirty (30) days written notice without cause. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5 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 molestation of 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.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental in the sum of **$400.00** per month as rent. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for collection site and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4.

INTENTIONALLY OMITTED

ARTICLE 5.

INTENTIONALLY OMITTED

ARTICLE 6.

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event

that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil

commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the

provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease the, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the

occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relenting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Cumulative Remedies

12.2 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.3 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13.

ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 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:

Lessee:	County of Hidalgo Attention: County Judge 302 W. University Dr. Edinburg, Texas 78539
Lessor:	Ray Jones PO Box 565 Mercedes, Texas 78570

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a 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 Agreements Superseded

14.5 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

14.6 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

14.7 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.

Attorneys' Fees and Costs

14.8 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 attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, 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 any 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.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Commitment of Current Revenues Only.

14.12 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon ninety (90) days written notice to Lessor. Lessee 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).

Entire Agreement

14.13 This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

Time of Essence

14.13 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the ____day of _____ _____, 2013.

LESSOR:
By:_____

ATTEST:

Arturo Guajardo, Jr., County Clerk

LESSEE:
HIDALGO COUNTY

Ramon Garcia, County Judge

Approved On Commissioners Court: January 29, 2013

Approved by Commissioners' Court on 1/29/13 RD

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT "A"

DESCRIPTION OF PROPERTY

(1 Mile South of Business 83 on Mile 1 East, Mercedes, Texas)

The East 4.92 acres of Lot (9), Block Sixty-seven (67), Capisallo District Subdivision, Hidalgo County, Texas, as per plat thereof recorded in Volume "P", page 226, Deed Records, Hidalgo County, Texas.

1199485

WARRANTY DEED

GF 718031-JLN

Date: May 8, 2003

Grantor: RAY JONES, owning, claiming, and occupying other property as my legal homestead

Grantor's Mailing Address (including county): P.O. Box 565, Mercedes, Hidalgo County, Texas 78570

Grantee: AG RAY LAND & SUGAR PLANTATION, INC., a Texas Corporation

Grantee's Mailing Address (including county): P.O. Box 565, Mercedes, Hidalgo County, Texas 78570

Consideration: TEN AND NO/100THS DOLLARS ($10.00)

Property (including improvements):

TRACT I:

The South 25 acres of Lot Five (5), Block Forty (40), Capisallo District Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume "P," Page 226, Deed Records, Hidalgo County, Texas.

TRACT II:

Lot Twelve (12), Block Forty (40), Capisallo District Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume "P," Page 226, Deed Records, Hidalgo County, Texas.

TRACT III:

The North 12 acres of Lot Thirteen (13), Block Forty (40), Capisallo District Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume "P," Page 226, Deed Records, Hidalgo County, Texas.

TRACT IV:

The East 4.92 acres of Lot Nine (9), Block Sixty-seven (67), Capisallo District Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume "P," Page 226, Deed Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. A 1/4th royalty interest in and to all oil, gas, and other minerals on, in, under, or that may be produced from the subject property as set forth in instrument dated February 8, 1948, recorded in Volume 76, Page 141, Oil and Gas Records, Hidalgo County, Texas. (Tract IV)
2. An undivided ½ interest in all oil, gas, and other minerals on, in, under, or that may be produced from the subject property as set forth in instrument dated November 23, 1949, recorded in Volume 675, Page 68, Deed Records, Hidalgo County, Texas. (Tract II)
3. Oil, Gas, and Mineral Lease dated May 2, 1968, recorded in Volume 317, Page 757, Oil and Gas Records, Hidalgo County, Texas. (Tract I)
4. Oil, Gas, and Mineral Lease dated December 22, 1918, recorded in Volume 413, Page 298, Oil and Gas Records, Hidalgo County, Texas. (Tracts II & III)
5. Oil, Gas, and Mineral Lease dated October 7, 1959, recorded in Volume 243, Page 556, Oil and Gas Records, Hidalgo County, Texas. (Tract IV)

6. Oil, Gas, and Mineral Lease dated August 1, 2001, recorded under Clerk's File No. 995733, Official Records, Hidalgo County, Texas. (All tracts)
7. Oil, Gas, and Mineral Lease dated August 15, 2001, recorded under Clerk's File No. 1005396, Official Records, Hidalgo County, Texas. (Lot 9, Block 67)
8. Oil, Gas, and Mineral Lease dated August 5, 2001, recorded under Clerk's File No. 1005397, Official Records, Hidalgo County, Texas. (North 20 acres of Lot 12, Block 40)
9. Oil, Gas and Mineral Lease dated August 5, 2001, recorded under Clerk's File No. 1026773, Official Records, Hidalgo County, Texas. (North 20 acres of Lot 12, Block 40)
10. Oil, Gas, and Mineral Lease dated August 5, 2001, recorded under Clerk's File No. 1033177, Official Records, Hidalgo County, Texas. (North 20 acres of Lot 12, Block 40)
11. Easement for right of way granted to Hidalgo County, as set forth in instrument recorded in Volume 936, Page 435, Deed Records, Hidalgo County, Texas. (Tract I)
12. Water Right Agreement from Ameri-Rio Grande Land & Improvement Company to Etnire & Chase, dated December 6, 1909, recorded in Volume 61, Page 151, Miscellaneous Records, Hidalgo County, Texas. (Tract II)
13. Subject to any portion of the property described herein with the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.
14. Subject to any portion of subject property descried herein lying within canal right of way.
15. Easements, Rules, Regulations and Rights in favor of Hidalgo & Cameron Counties Irrigation District No. 9.
16. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to grantee and grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

When the context requires, singular nouns and pronouns include the plural.

RAY JONES

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 8 day of May, 2003, by RAY JONES.

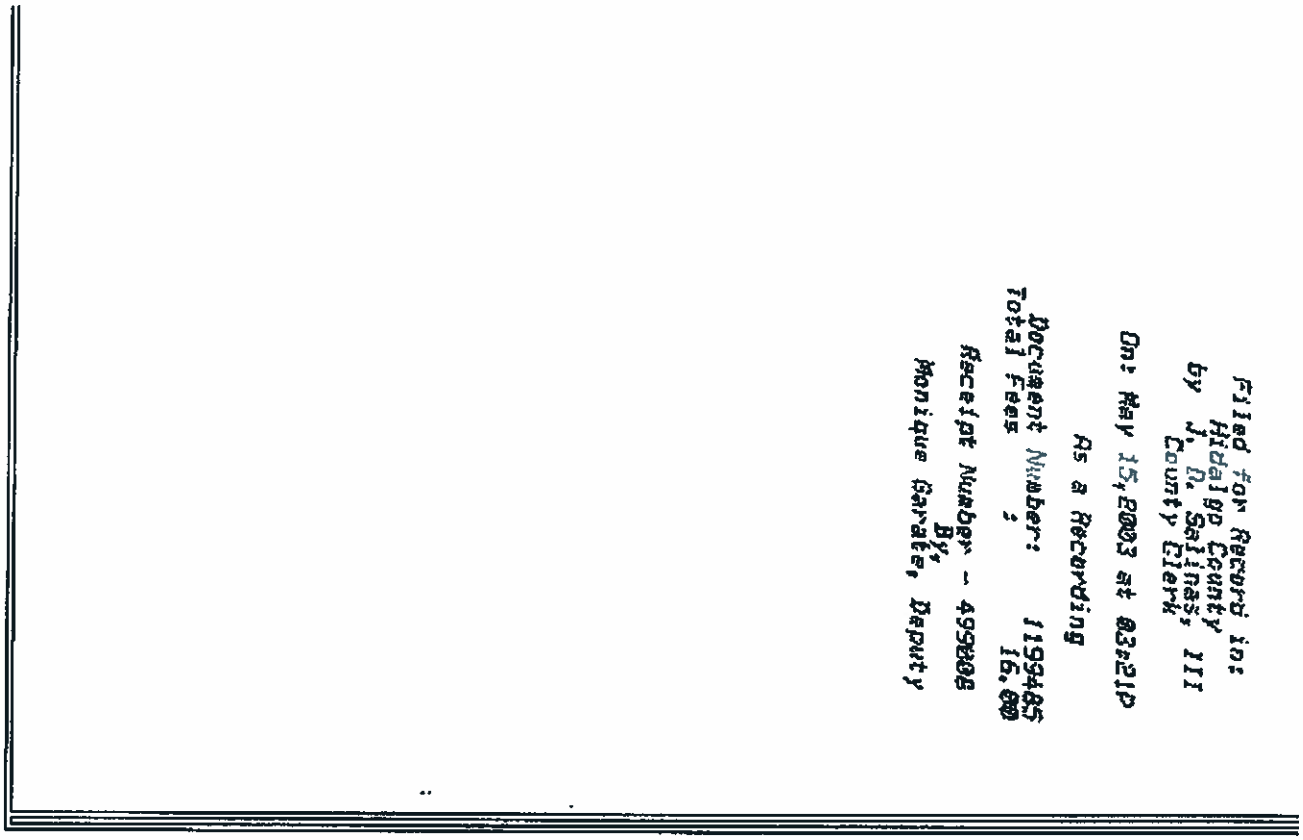
SEAL
Notary Public, State of Texas

Prepared in the Office of:

Melinda Garza Farias
Attorney at Law
420 S. Missouri
Weslaco, Texas 78596

After Recording Return to:

Ag Ray Land & Sugar Plantation, Inc.
P.O. Box 565
Mercedes, Texas 78570



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For support, please Contact Us

EXHIBIT B

FEE SCHEDULE

BID PAGE

HIDALGO COUNTY PRECINCT NO 1
"LEASE OF PARCEL FOR CITIZEN COLLECTION SITE(S): ONE (1) IN MERCEDES AND ONE (1) IN DONNA"
BID No: 2012-190-11-21-CGA

Monthly Premium

The following fees are on a monthly basis only:

Location A: South of FM 493 and Mile West, Donna, Texas $ _____

Location B: 1- Mile South of Business 83 on Mile 1 East, Mercedes, Texas $ $400.00

OPENED 10:01 11-21-12 Witnessed

- **Location A:**

Property ID and/or Geographical ID: _____

Legal Description of Property: _____

- **Location B:**

Property ID and/or Geographical ID: C 1400-00-067-0009-10

Legal Description of Property: CAPASTLO E 4.92 AC LOT 9, BLK 67

(NIGP CODE: 971-35)

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: RAY JONES

ADDRESS: P.O. BOX 565

CITY/STATE/ZIP CODE: MERCEDES TX 78570

PHONE & FAX NO'S: 956-565-5490 (ph); 956-565-4116 (fax)

CELLULAR No. 956-454-6332 (mob)

EMAIL ADDRESS: RCJONES@NETZERO.NET

AUTHORIZED SIGNATURE: Ray Jones

PRINTED NAME: RAY JONES

TITLE OWNER

Exhibit C

Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Araceli Zuniga
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956)565-2481 FAX (A/C, No): (956)565-2733 E-MAIL ADDRESS: araceli@mcafeeagency.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Ray Jones P O Box 565 Mercedes TX 78570	INSURER A: American States Ins. Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12-13 FARM & RANCH **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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X Farm & Ranch Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			04FR005304-5	11/20/2012	11/20/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 50,000 $ 5,000 $ 500,000 $ 500,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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)
Lot 13 Blk 40 & Lot 9 Blk 67 S/E of Mercedes, TX 78570

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

Robert R Garza/MIN Robt R Garza

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effective 01/01/2013:

Dept.	Slot No.	Position Title	Current Supplemental amount	Proposed Supplemental amount	Difference
93rd DC	0002	Court Coordinator	$3,000.00	$0.00	($3,000.00)
139th DC	0002	Court Coordinator	$4,895.00	$6,395.00	$1,500.00
139th DC	0004	Assistant Court Coordinator	$4,895.00	$6,395.00	$1,500.00

b. Approval of interdepartmental transfer.
c. Approval of revised salary schedules.

18. **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. **Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

B. **Pct. 1**

1. AI-36256 Recommending bid award and approval of contract/lease to the lowest bidder meeting all specifications for "Lease of Parcels for Citizen Collection Sites: Location in Mercedes to Ray Jones and Location in Donna to Richard Cohrs.

APPROVED subj. to reqs.

2. AI-36632 Approval of professional service agreement #C-13-051-01-29 with Harvey L. Heerssen d/b/a HLH Appraisal Services for the purposes of "Review of

From: Martha Salazar
To: "Cris Villarreal"
Subject: FW: Lease
Date: Monday, January 28, 2013 3:17:19 PM

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, January 28, 2013 2:52 PM
To: 'Martha Salazar'
Subject: RE: Lease

Type the highlighted portion of the deed on Exhibit A.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, January 28, 2013 1:55 PM
To: 'Steve Crain'
Cc: 'Cris Villarreal'
Subject: FW: Lease
Importance: High

Mr. Crain:
See below and thereafter proceed to review and comment as to form.
Thanks,
Marty

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Monday, January 28, 2013 1:48 PM
To: 'Martha Salazar'
Subject: RE: Lease

Ms. Marty,
As per a telephone conversation between Mr. Ray Jones and myself, today at 1:32p.m., Mr. Jones stated that the property being leased is the 4.92 acres as stated on the deed. I have revised description in Exhibit A. Please advise.

Thank you,
Cris

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, January 25, 2013 5:25 PM
To: 'Cris Villarreal'
Subject: FW: Lease

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, January 25, 2013 5:06 PM

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

E-15-073A-02-04

January 12, 2015

Mr. Richard Cohrs
PO Box 698
Donna, Texas 78537

Email: jvoncordes@aol.com

TERM: 02/15/2015 THRU 02/14/2016

Re: E-14-043A-01-28-"Lease of Parcels for Citizen Collection Sites for Precinct No.1-Donna Area" (C-12-190A-01-28)

Dear Mr. Cohrs:

Hidalgo County Purchasing Department will be requesting Commissioners' 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 of placement on the Commissioners' Court meeting of February 03, 2015 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Friday, January 16, 2015, via facsimile to (956) 956-292-7612 or email to: yolanda.velasquez@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 1/13/15

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification.

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,

Yolanda Z. Velasquez, Buyer III
Hidalgo County Purchasing Department

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/13/2015

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: Mindy Rivera
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: mindy@mcafeeagency.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Richard Cohrs P O Box 639 Donna TX 78537	INSURER A: American States Ins. Co. of	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14-15 GL 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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X Farm & Ranch GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			04-FR-007136-30	5/14/2014	5/14/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	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)
Location: South of Business 83 Beetween Alamo & Victoria Rd Donna, TX --2,100 Acres

CERTIFICATE HOLDER

Hidalgo County Purchasing Department

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

Richard Garza/MIN

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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

E-14-043A-01-28

January 13, 2014

Mr. Richard Cohrs
PO Box 698
Donna, Texas 78537

Email: jvoncordes@aol.com
Effective Dates: 02-15-14 thru 02-14-15

Re: C-12-190A-01-29
"Lease of Parcels for Citizen Collection Sites for Precinct No. 1"

Dear Mr. Cohrs:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the first of two (2) years County's options to exercise an extension as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of January 29, 2014 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Friday, January 17, 2014, via facsimile to (956) 956-292-7612 or email to: cris.ayala@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: Richard M. Cohrs Date: 1/14/14

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.

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,

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-12-190A-01-29

THIS LEASE is made and entered into by and between **Richard Cohrs**, a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

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 real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM
Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for one year (1) year commencing on **February 15, 2013** ("Commencement Date") and ending on **February 14, 2014** ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for two (2) additional one (1) year periods. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated in accordance with Article 1.4; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor thirty (30) days written notice without cause. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5 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 molestation of 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.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental in the sum of **$400.00** per month as rent. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the

beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for collection site and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4.

INTENTIONALLY OMITTED

ARTICLE 5.

INTENTIONALLY OMITTED

ARTICLE 6.

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the

Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or

improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide

Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and

rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease the, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises

by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relenting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Cumulative Remedies

12.2 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.3 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13.

ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 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:

Lessee:	County of Hidalgo Attention: County Judge 302 W. University Dr. Edinburg, Texas 78539
Lessor:	Richard Cohrs PO Box 698 Donna, Texas 78537

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a 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 Agreements Superseded

14.5 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

14.6 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

14.7 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.

Attorneys' Fees and Costs

14.8 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 attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, 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 any 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.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Commitment of Current Revenues Only.

14.12 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon ninety (90) days written notice to Lessor. Lessee 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).

Entire Agreement

14.13 This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or

representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

Time of Essence

14.14 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the 11 day of February _____, 2013.

LESSOR: Richard Cohrs

By: Richard A. Cohrs

ATTEST:

Arturo Guajardo, Jr., County Clerk

LESSEE:
HIDALGO COUNTY

Ramon Garcia

Ramon Garcia, County Judge

Approved by Commissioners' Court
on 1-29-13 RD

Approved On Commissioners Court: January 29, 2013

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Meets and Bounds

South of FM 493 and Mile West, Donna, Texas

(1/2 Acre out of North East Corner of Lot 1 Block 31-La Donna

Plat Subdivision, Donna, Hidalgo County, Texas)

EXHIBIT "A"

Lots 1, 2 and 4, Block 24, the South 10.0 acres of Lot 2 and all of Lots 1, 3, and 4, Block 31, LA DONNA PLAT SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 1, page 51, Map Records of Hidalgo County, Texas and a part of THE BROWNE TRACT, Hidalgo County, Texas, according to map thereof recorded in Volume 0, Page 48, Map Records of Hidalgo County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of Lot 2, Block 24, for the most Northerly Northwest corner of the following described tract of land; said point being the intersection of F.M. Road #493 and a 40 foot County road;

THENCE, with the North line of Lots 2 and 1, Block 24, in County road, South 89 degrees 53 minutes East, at 40.0 feet pass the East line of F.M. #493, at 1320.0 feet pass an iron rod at the common North corner between Lots 2 and 1, and at 2640.0 feet an iron rod set at the Northeast corner of Lot 1, Block 24, for the Northeast corner hereof;

THENCE, with the East line of Lots 1 and 4, Block 24 and Lots 1, Block 31, in County Road, South 0 degrees 07 minutes West, at 1320.0 feet pass the common East corner between Lots 1 and 4, Block 24, at 2640.0 feet pass an iron rod set at the common East corner between Lots 4, Block 24 and Lot 1, Block 31 and at 3960.0 feet an iron rod set at the Southeast corner of Lot 1, Block 31, for the most Northerly Southeast corner hereof;

THENCE, with the South line of Lot 1, Block 31, and its Westerly projection, North 89 degrees 53 minutes West, 389.6 feet to an iron rod set at the Northeast corner of Lot 4, Block 31, for an interior corner hereof;

THENCE, with the East line of Lot 4, Block 31, South 0 degrees 05 minutes West, at 1300.0 feet pass an iron pin set on the North line of County Road and at 1320.0 feet the Southeast corner of said Lot 4, for the most Southerly Southeast corner hereof;

THENCE, with the South line of Lots 4 and 3, Block 31, in County Road, North 89 degrees 53 minutes West, at 935.0 feet pass the common South corner between said Lots, at 2215.0 feet pass the East line of F.M. #493 and at 2255.0 feet the Southwest corner of Lot 3, for the most Southerly Southwest corner hereof;

THENCE, with the West line of Lots 3 and 2, Block 31, in F.M. Road #493, North 0 degrees 07 minutes East, at 1320.0 feet pass the common West corner between said Lots and at 1650.0 feet the Northwest corner of the South 10.0 acres of Lot 2, for the most Southerly Northwest corner hereof;

THENCE, with the West line of the South 10.0 acres of Lot 2 and the South line of Balli Subdivision No. 2, recorded in Volume 17, Page 36, Map Records, South 89 degrees 53 minutes East, at 40.0 feet pass an iron rod set on the East line of F.M. #493 and at 1320.0 feet an iron rod set on the West line of Lot 1, Block 31, for an interior corner hereof;

THENCE, with the West line of Lot 1, Block 31, and Lot 4, Block 24, North 0 degrees 07 minutes East, at 990.0 feet pass the common West corner between said lots and at 2310.0 feet an iron pin set at the Southeast corner of Lot 2, Block 24, for an interior corner hereof;

THENCE, with the South line of Lot 2, Block 24, North 89 degrees 53 minutes West, at 1280.0 feet pass an iron rod on the East line of F.M. #493 and at 1320.0 feet the Southwest corner of said Lot 2, for the most Northerly Southwest corner hereof;

THENCE, with the West line of Lot 2, Block 24, in F.M. #493, North 0 degrees 07 minutes East, 1320.0 feet to the PLACE OF BEGINNING and containing 238.33 acres of land, more or less.

EXHIBIT B

FEE SCHEDULE

BID PAGE

HIDALGO COUNTY PRECINCT NO 1
"LEASE OF PARCEL FOR CITIZEN COLLECTION SITE(S): ONE (1) IN MERCEDES AND ONE (1) IN DONNA"
BID No: 2012-190-11-21-CGA

Monthly Premium

The following fees are on a monthly basis only:

Location A: South of FM 493 and Mile West, Donna, Texas $ 400.00 XX

Location B: 1- Mile South of Business 83 on Mile 1 East, Mercedes, Texas $ —

- **Location A:**

Property ID and/or Geographical ID: Existing Current Location (Same) 26°07'32.02"N 98°02'36.81"W

Legal Description of Property: 1/2 Acre out of the North East Corner Blk 31 Lot 1 LaDonna

- **Location B:**

Property ID and/or Geographical ID: N/A

Legal Description of Property:

(NIGP CODE: 971-35)

OPENED 9:58 11-21-12 Witnessed

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: Richard Cohrs

ADDRESS: PO Box 698

CITY/STATE/ZIP CODE: Donna, Texas 78537

PHONE & FAX NO'S: (956) 464-5385 PH (956) 464-3841 FAX

CELLULAR No. (956) 369-0345

EMAIL ADDRESS: JVONCORDES@AOL.com

AUTHORIZED SIGNATURE: Richard M. Cohrs

PRINTED NAME: Richard Cohrs

TITLE Owner

Exhibit C

Insurance

CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mindy Rivera
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: mindy@mcafeeagency.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED Richard Cohrs 608 S Valleyview Road Donna TX 78537	INSURER A: American States Ins. Co. of INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 13-14 GL **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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] Farm & Ranch GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			04-FR-007136-20	5/14/2013	5/14/2014	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 $ $ 5,000 $ $ $
	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? 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)
Location: South of Business 83 Between Alamo & Victoria RD Donna, TX--2,100 Acres

CERTIFICATE HOLDER

Hidalgo County Purchasing Department

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

Richard Garza/MIN

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From: Martha Salazar
To: "Cris Villarreal"
Subject: FW: Lease
Date: Monday, January 28, 2013 3:17:19 PM

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, January 28, 2013 2:52 PM
To: 'Martha Salazar'
Subject: RE: Lease

Type the highlighted portion of the deed on Exhibit A.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, January 28, 2013 1:55 PM
To: 'Steve Crain'
Cc: 'Cris Villarreal'
Subject: FW: Lease
Importance: High

Mr. Crain:
See below and thereafter proceed to review and comment as to form.
Thanks,
Marty

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Monday, January 28, 2013 1:48 PM
To: 'Martha Salazar'
Subject: RE: Lease

Ms. Marty,
As per a telephone conversation between Mr. Ray Jones and myself, today at 1:32p.m., Mr. Jones stated that the property being leased is the 4.92 acres as stated on the deed. I have revised description in Exhibit A. Please advise.

Thank you,
Cris

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, January 25, 2013 5:25 PM
To: 'Cris Villarreal'
Subject: FW: Lease

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, January 25, 2013 5:06 PM

CC MEETING OF 1-28-14

O. AI-42649 1. Approval for Hidalgo County to exercise the last year extension option (as provided under the current contracts) for "Title Report Services-Pool" for Hidalgo County under the same rates, terms and conditions with "So. Texas Land Investigations-C-12-031-02-21 and Valley Land Title-C-12-031A-02-21.; or in the alternative;

2. Authority to advertise a Request for Proposal for "Title Report Services-Pool" for Hidalgo County.

P. AI-42647 Requesting authority to extend/renew the first of two (2); one (1) year options as provided under section 1.2 of the current lease agreements for "Lease of Parcels for Citizens collection Sites; One (1) Mercedes and One (1) in Donna for Hidalgo County Precinct No. 1, under the same rates, terms and conditions. (C-12-1-0-01-29-Ray Jones and C-12-190A-01-29-Ray Jones)

APPROVED

CC MEETING OF 1-28-14

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYY): 12/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICII BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE 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 the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to t certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Consuelo Cavazos, CISR
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com
INSURED Ray Jones P O Box 565 Mercedes TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: American States Ins Co of TX INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2015-2016 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TI CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERI 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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X Farm Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		04FR005304-7	11/20/2015	11/20/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 250, $ 50, $ 5, $ 500, $ 500, $ 500,
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ 50,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of Hidalgo shall be named as additional Insured on above Farm Liability policy.

Lot 13 Blk 40 & Lot 9 Blk 67 S/E of Mercedes, TX 78570

CERTIFICATE HOLDER	CANCELLATION
sandy.suarez@co.hidalgo.tx Hidalgo County 2802 S. Business Hwy 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOI THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert R Garza/CO

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Your Independent Liberty Mutual Insurance Agent:

MC AFEE AGENCY
PO BOX 625
MERCEDES, TX 78570

(956) 565-2481

RAY JONES
PO BOX 565
MERCEDES, TX 78570

Your

COMMERCIAL INSURANCE POLICY

02000013005800000400015028O
3280

Liberty Mutual. INSURANCE

AMERICAN STATES INSURANCE COMPANY OF TEXAS

A Stock Company
Safeco Plaza
Seattle, WA 98185-0001

Liberty Mutual. INSURANCE

AMERICAN STATES INSURANCE COMPANY OF TEXAS

SEATTLE, WASHINGTON
COMMERCIAL INSURANCE POLICY

NAMED INSURED AND MAILING ADDRESS
RAY JONES
PO BOX 565
MERCEDES, TX 78570

RENEWAL DECLARATIONS

POLICY NUMBER 04-FR-005304-8
RENEWAL OF 04-FR-005304-7 11-98

POLICY PERIOD FROM 11-20-15 TO 11-20-16 12:01 AM STANDARD TIME AT LOCATION SHOWN ABOVE.

AGENT NAME AND ADDRESS
MC AFEE AGENCY
PO BOX 625
MERCEDES, TX 78570

4252847 (956) 565-2481

THE TOTAL PREMIUM DUE FOR THE POLICY TERM IS $500.00.
YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #828-7548-860-01.
YOU NEED NOT PAY ANY PREMIUM AT THIS TIME. WE WILL SEND A BILLING STATEMENT IN A SEPARATE MAILING.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANIES INDICATED ON THE SPECIFIC COVERAGE PART DECLARATIONS AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COMMERCIAL FARM COVERAGE PART ..... $	500.00
	500.00

02000014005800000400015028l
3281

COUNTERSIGNATURE

10-21-15 (DATE) BY _____ (AUTHORIZED REPRESENTATIVE)

9-CC (0207) COMPANY USE ONLY
NORTHEAST 25 (FRAFAB)CB INSURED COPY PREPARED 10-14-15

C-AG-14-PRINT001-0662-0009-F

NAMED INSURED RAY JONES

POLICY NO. 04-FR-005304-8

FORM OF BUSINESS: INDIVIDUAL

COVERAGE IS PROVIDED ONLY WHERE A LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE.

I.	Limits of Liability			
Coverage H -	Bodily Injury and Property Damage Liability			
Coverage I -	Personal and Advertising Injury Liability	$	$500,000	General Aggregate Limit
Coverage J -	Medical Payments			
Coverage H -	Bodily Injury and Property Damage Liability			
Coverage J -	Medical Payments	$	$500,000	Each "Occurrence" Limit
Coverage I -	Personal and Advertising Injury Liability	$	$500,000	
Coverage H -	Bodily Injury and Property Damage Liability			
	Fire Damage Limit	$	$50,000	Any One Fire
Coverage J -	Medical Payments	$	$5,000	Any One Person Limit
Additional Coverage b. - Damage to Property of Others		$500		

II.	Location of Insured Premises		
Loc No.	Description	No. of Acres	No. of Dwellings
1	LOT 13, BLK 40 & LOT 9, BLK 67 S/E OF MERCEDES, HIDALGO CO,TX	86.84	

III. Coverages

Coverage is only provided where a premium is shown.

	Premium
A. Basic Premium	$500.00
B. Optional Premiums	
Insured Farm Employees - Employers Liability and Medical Payments under Coverages H and J	
Full-time farm employees	
Part-time farm employees	
Custom Farming -	
Additional Dwellings	
Additional Interests	
Other Coverages	

Forms Applicable:

FL0020(0690) FARM LIABILITY COVERAGE FORM
FL0105(1187) TEXAS CHANGES
IL0168(0312) TX CHANGES - DUTIES
FL0163(1088) AMENDATORY ENDORSEMENT
IL0275(1113) TX CHANGES - CANCELLATION AND
IL0017(1198) COMMON POLICY CONDITIONS

0200001500580000040001502823282

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/5/2015

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: Mindy Rivera
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: mindy@mcafeeagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American States Ins. Co. of Texas	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Richard Cohrs
P O Box 639
Donna TX 78537

COVERAGES **CERTIFICATE NUMBER:** 15-16 GL **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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X Farm & Rnch GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			04-FR-007136-4	5/14/2015	5/14/2016	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 $ 50,000 $ 5,000 $ 1,000,000 $ 1,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Location: South of Business 83 Beetween Alamo & Victoria Rd Donna, TX --2,100 Acres

CERTIFICATE HOLDER

Hidalgo County Purchasing Department

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
Richard Garza/MIN

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AI-53226

Purchasing Department 24.
C. 1.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Veronica Lopez, COMM. PCT. #4
Submitted By: Moises Salazar, PURCHASING DEPT.
Department: COMM. PCT. #4

Information

CAPTION

Requesting approval to submit application for Electricity Services with deposit and application fees in the amount of $865.00 for the Linn San Manuel Emergency Services Facility, payable to Magic Valley Electric Cooperative, Inc., with authority for County Treasurer to issue payment/check after completion of Auditor's review/audit/processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-452-00-124-009-0-622
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
PO# 737352

Attachments

Linn San Manuel Emer Svcs Fac -MVEC Services Appl
email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/29/2016 05:07 PM
Budget & Management	Veronica Ortiz	01/29/2016 05:14 PM
Glinda Pacheco	Glinda Pacheco	01/29/2016 05:28 PM
Auditor's Office	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Moises Salazar Started On: 01/29/2016 04:16 PM
Final Approval Date: 01/29/2016

Hidalgo County
Pct #4

1/26/2016

BUDGET ACCOUNT NUMBER
6-1100-452-00-124-009-0-622

VENDOR	OBJ #	P.O.#	REQ#	PCT#	INV DATE	INV#	INV.$	AUDITOR'S REMARKS
Magic Valley Electric Co OP	622	737352	290627	42			$865.00	

PREPARED BY:
VERONICA LOPEZ

Purchase Order
COUNTY OF HIDALGO

PO# 737352

DATE: 01/25/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 22438 REQ: 00290627

PHONE: (866)225-5683 EMAIL:

MAGIC VALLEY ELECTRIC CO-OP, INC.
P.O. BOX 267
MERCEDES TX 78570-0267

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT: VLopez (956)383-3112

SITE: COMMISSIONER, PRECINCT 4

CONTRACT NO:

SPECIAL INSTRUCTIONS: Pct. # 42

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		For: Linn San Manuel Emergency Service Facility		
1.00	EACH	OM Deposit	840.00	840.00
1.00	EACH	OM Set Up	25.00	25.00
		TOTAL:		865.00
		********** For Hidalgo County use only		
		6-1100-452-00-124-009-0-622 865.00		

Authorized by: Martha L Salazar

HIDALGO COUNTY
texas

JOSEPH PALACIOS
1051 N. Doolittle Rd.
Edinburg, Texas 78542
Office: (956) 383-3112
Fax: (956) 381-5905

COUNTY COMMISSIONER, PCT. NO. 4

Memorandum

To: **Hidalgo County Treasurer's Office**

From: **Hidalgo County Pct. # 4**

Date: **Tuesday, January 26, 2016**

Subject: **Hold Check- Magic Valley Electric Co Op**

Hidalgo County Pct. # 4 is requesting that the checks for Magic Valley Electric Co Op for the amount of $865.00 be placed on hold (PO# 737352). We are in the process of changing the account to Pct. 4 since the building has now been completed. A Precinct 4 representative will pick up the check at Treasurer's Office once available.

Thank you for continued cooperation. If you have any questions, feel free to contact me at anytime (956) 383-3112 ext. 4019.

0.*

0.*

Deposit ->840.00+
setup -> 25.00+
002

865.00*

0.*

0.*

25160S 0.*

Magic Valley MVEC Electric Cooperative

Account Number: _____

MEMBERSHIP APPLICATION

Date: 1/26/16	Name: Pct 4 Emergency Service Facility
Billing Address: 1051 N. Doolittle Rd. Edinburg, TX 78541	Service Address: 21661 Hwy 186
Form of Identification:	City, State, Zip Code: Linn San Manuel
Contact Number: Veronica L. Davis (956) 383-3112 Ext 4019	Alternate Number:
Statement Preference: ☑ Paper ☐ E-Statement	Email Address: Veronica.lopez@co.hidalgo.tx.us

Terms & Conditions:

- The Applicant will pay to the Cooperative the sum of $5.00 which, upon acceptance, will constitute the Applicant's membership fee. Upon termination of service, the sum of $5.00 will be refunded to the member or applied to any unpaid balance.
- Applicant agrees to pay the Cooperative any required fees and/or deposits.
- The Applicant agrees to comply with, and be bound by, the provisions of the Articles of Incorporation and Bylaws of the Cooperative and such rules and regulations as may, from time to time, be adopted by the Board of Directors of the Cooperative.
- The Applicant agrees to pay for all electric energy used in accordance with and subject to the limitations set out in the Cooperative's applicable rate schedule.
- It is agreed that the membership in the Cooperative shall begin when service is connected. It is also agreed that the membership shall terminate when the member's service is disconnected and no longer receives electric service.
- In the event this membership is terminated, and the subsequent thereto member desires to become a member again, this application for membership will be applicable for any and all future requests for membership. However, each request for membership must be subject to approval of the Board of Directors of the Cooperative.

Witness: Veronica L. Davis Applicant's Signature: _____

Zimbra **veronica.lopez@co.hidalgo.tx.us**

MVEC-deposit

From : Barbara De Alejandro <barbarad@magicvalley.coop> Tue, Feb 02, 2016 10:17 AM

Subject : MVEC-deposit

To : veronica lopez <veronica.lopez@co.hidalgo.tx.us>

Cc : Suzana Garza <sgarza@magicvalley.coop>

Good morning Veronica,

Magic Valley quotes deposits based on the twelve month consumption history of each meter. The meter that is being connected has an average of $459.47 per month, so we require to collect two months worth of electricity as a security deposit which equals to $918.94 we then have to round it off to the nearest tenth which should be a deposit of $920.00. We are currently collecting $ 840 due to the fact that you were quoted $840.00 so we will honor that quote. Perhaps at the time of the quote it was requiring a less amount. The consumption history changes as each monthly bill is recorded and averaged by the system.

Magic Valley will reimburse our member the deposit paid once you have established excellent credit for twelve consecutive months, or if you disconnect the service, the deposit will be applied towards your final bill. If there is any money left over we will reimburse it in a form of a check once the account has been finalized.

I hope this will bring a little more clarification of how we quote our deposits and how we reimburse them as well. Please call me if I can be of further assistance.

Thanks
Barbara

AI-53107

Purchasing Department 24.
C. 2.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of a Professional Engineering Agreement# C-16-048-02-03 with L&G Consulting Engineers, Inc. d/b/a L&G Engineering, for: "Job Specific" Project: “FM 1925 from 1,500 ft. West of FM 2220 (Ware Road) to 10th Street” for Hidalgo County Precinct No. 4 including compliance with HB1295 [if and when applicable];

b. Pursuant to Article 14 of the "professional engineering services" agreement #C-16-048-02-03 with L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING, is requesting approval to engage the services of SUB-CONTRACTOR (AMA TERRA ENVIRONMENTAL, INC.) with adherence to insurance provisions required by said article;

c. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $ 681,350.00) as submitted by project engineer, L&G Engineering for "Job Specific" Project: “FM 1925 from 1,500 ft. West of FM 2220 (Ware Road) to 10th Street” project for Hidalgo County Precinct No. 4, in connection to agreement # C-16-048-02-03.

BACKGROUND

Contract# C-16-048-02-03 & WA#1 -L&G Engineering-Pct 4
HB Form 1295 Notarized & Confirmed

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1347-431-00-124-168-0-721
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 1/28/16.

Attachments

Contract# C-16-048-02-03-L&G Engineering-Pct 4(FM1925-WareRd to 10th)
WA#1-C-16-048-02-03-Pct 4 (FM 1925-WareRdto10th)
Sub Notice by L&G Eng (AmaTerraEnviro Inc)

HB1295-Notarized&Acknowledged-L&G Engineering-C-16-048-02-03

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/27/2016 11:33 AM
Budget & Management	Veronica Ortiz	01/28/2016 10:10 AM
Glinda Pacheco	Glinda Pacheco	01/28/2016 03:24 PM
Auditor's Office	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Letty Saenz Started On: 01/25/2016 02:44 PM

Final Approval Date: 01/29/2016

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-16-048-02-03

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L&G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the **"FM 1925 from 1,500 ft. West of FM 2220 (Ware Road)** to **10th Street"** project for **Hidalgo County Precinct No. 4** hereinafter referred to as the **"Project".**

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, Owner has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 3, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A**" ***Services to be provided by the Owner*****,** attached hereto and made a part of this Agreement.

2.2 Engineer's Services. For this Agreement, the professional services to be provided by the **Engineer** are those services more particularly identified in **EXHIBIT "B"**, attached hereto and made part of this Agreement.

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 **Five (5) Years,** commencing, **February 3, 2016,** expiring, **February 2, 2021** or **upon completion of the scopes 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 **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this

Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give

consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and

approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer**

of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of

a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The

acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**-***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the

Owner so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Project and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and

liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed

by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project**

and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus

residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer'**s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively

"Indemnitors") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to

eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of

the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors

to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER
Hidalgo County
100 East Cano, Ste. 100
Edinburg, Texas 78539

ENGINEER
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.

ARTICLE 31. 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.

ARTICLE 32. 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 WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2016.**

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: _____, 2016

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A-1 -Request for Qualifications (RFQ) Procurement Packet
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 D-1-Estimated Project Fee Schedule
EXHIBIT E -Sample Work Authorization Form
EXHIBIT F -Sample Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

January 20, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-006-02-04-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2015-006-02-04-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	1
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 20, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2015-006-02-04-YZV

Acceptance Due Date: **February 04, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL**", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ No.: 2015 -006-02-04-YZV- "HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **PROFESSIONAL ENGINEERING SERVICES POOL"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 04, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**FEBRUARY 04, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY HOLIDAYS

2015 YEAR	
New Year's Day	01/01/2015
Martin Luther King Day	01/19/2015
President's Day	02/16/2015
Good Friday	04/03/2015
Memorial Day	05/25/2015
Independence Day	07/04/2015
Labor Day	09/07/2015
Columbus Day	10/12/2015
Veteran's Day	11/11/2015
Thanksgiving Day	11/26/2015-11/27/2015
Christmas Day	12/24/2015-12/25/2015
New Year's Eve	12/31/2015

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and~~

~~acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or

State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like

services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **March 16, 2015 and ending March 15, 2016**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 04, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E)

certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, January 26, 2015** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, January 28, 2015 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent'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 engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact 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 and should include the following;

1) Area firm specializes in
2) Minimum years of experience
3) Project(s)

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.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment

- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION PROCEDURES/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY (20)**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   * Response is Clear;
   * Response is Well Organized;
   * Easy to Evaluate;
   * Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Firm/Participant's Name:_____

Evaluator: _____ Department: _____

Project Name:_____ Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2015-006-02-04-YZV

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC / AGG	$ / $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I _____ , authorized representative for _____ ,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $ _____

Automobile Liability: $ _____ General Liability: $ _____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I,_____ possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____ **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.** _____
State of Incorporation: _____ **Date:**_____ **Other:** _____
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** • Less than 125,000 annual gross receipt • Less than 250,000 annual gross receipt • Less than 499,000 annual gross receipt • More than 500,000 annual gross receipt • Black American • Hispanic American • Asian Pacific American • Native American • Women • Other **Have you been certified as a HUB or an MBE/WBE source?:** • Yes • No **Indicate Certification No.(s):** _____ **or are Certificate(s) attached?:** • Yes • No
What type of product(s) is/are solicited by your company?: _____ **Would you like to be provided with specifications for procurements of such products?:** • Yes • No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____ **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2015-006-02-04-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

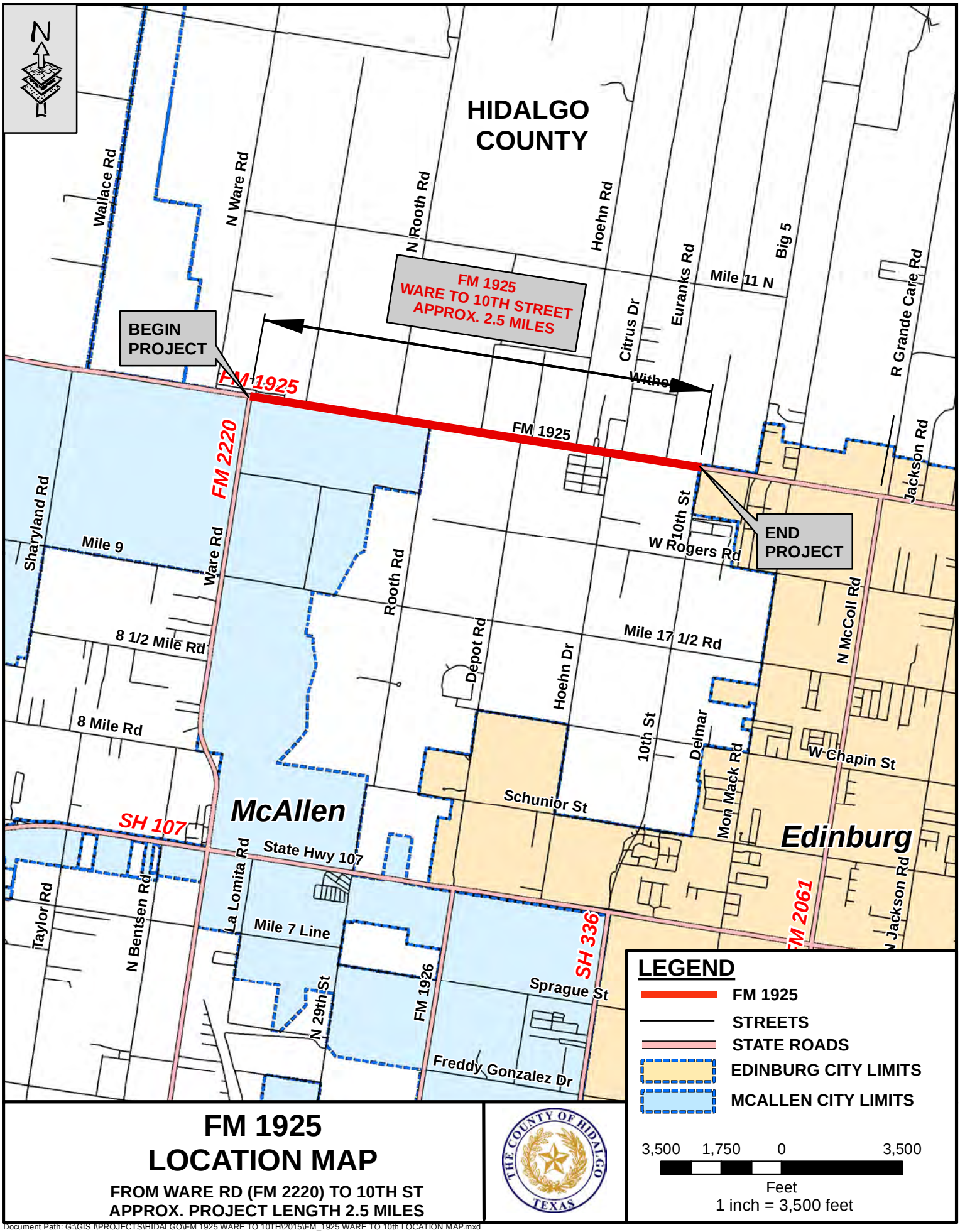
_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.



FM 1925
LOCATION MAP

FROM WARE RD (FM 2220) TO 10TH ST
APPROX. PROJECT LENGTH 2.5 MILES

Document Path: G:\GIS I\PROJECTS\HIDALGO\FM 1925 WARE TO 10TH\2015\FM_1925 WARE TO 10th LOCATION MAP.mxd

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

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: EA, PUBLIC INVOLEMENT, SCHEMATIC AND HYDROLOGIC DESIGN

LENGTH: 2.5 Mile

HIGHWAY: FM 1925

LIMITS: FROM 1,500 FT WEST OF FM 2220 (WARE RD) TO 10TH STREET

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation and/or City of _____.

COUNTY shall mean _____County.

CITY shall mean the City of _____.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 2 – LEVEL OF SERVICE ANALYSIS AND ENGINEERING

(Function Code 102)

Services Provided By: ENGINEER	CITY/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 Project.*
___	___	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	CITY/COUNTY	
___	___	1. Route Location Studies
___	___	2. Level of Service Analysis
___	___	3. Traffic Evaluations and Projections
___	___	4. Develop Roadway Design Criteria
___	___	5. Preliminary Cost Estimates
___	___	6. Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
___	___	7. Preliminary Right-of-Way Requirements
___	___	8. Design Concept Conference
		9. Soil Core Hole Drilling
___	___	a. Pavement (See Section 7, pages 7-2 thru 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 11-2 thru 11-3 for requirements)

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	CITY/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 in accordance with 23 USC 327 and the 2014 TxDOT-FHWA Memorandum of Understanding, 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) and public hearing shall be scheduled, coordinated and conducted.
___	___	b. Technical assistance for one public meeting and one public hearing, preparation of, and maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
___	___	c. A Notice of Availability (NOA) shall be published by the COUNTY upon approval of the environmental decision.
		3. Technical Reports All technical reports shall be prepared in accordance with TxDOT's environmental rules and guidelines.
___	___	a. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis shall be provided as a Technical Report and a summary of the air quality results included in the administratively complete document for the project.
___	___	b. Biological Technical Report A biological form and technical report shall be prepared in accordance with the STATE'S Biological Guidelines. The report will include water resources, and threatened and endangered species.
		c. Cultural Resources Historical and archeological studies shall be completed in accordance with the STATE'S guidelines.

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	(1) Historic Structure Studies A records search, project coordination request, 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.
___	___	(2) Archeological Studies File searches, project coordination request, an archeological reconnaissance, and an archeological survey shall be conducted to determine if known archeological sites are present or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
___	___	d. Community Impact Analysis A community impact analysis shall be prepared in accordance with the STATE'S Community Impact Guidelines.
___	___	e. 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) and a Hazardous Materials Technical Report, as needed.
___	___	f. Indirect and Cumulative Impacts Analysis An indirect and cumulative impacts analysis shall be prepared in accordance with the STATE's guidelines.
___	___	g. 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 shall be provided as a Technical Report and a summary of the noise analysis results shall be included in the administratively complete document.
___	___	4. Environmental Scoping The ENGINEER shall initiate the environmental scoping process with TxDOT. An environmental scoping document and risk assessment will be completed in coordination with TxDOT.
___	___	5. General Guidelines for Preparation of Environmental Documents
		a. All technical reports will be submitted electronically to TxDOT through their FTP site.
		b. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
		c. 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.
		d. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
		e. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client. All copies to TxDOT will be digital.
		f. 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:

SURVEYOR CITY/COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the ENGINEER has given the SURVEYOR written approval of the final location of the proposed ROW lines as approved by TxDOT and the CITY.

A. RIGHT-OF-WAY MAPPING:

1. PURPOSE:

The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.

2. DEFINITIONS:

For purposes of this Contract, the following definitions shall apply:

2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.

2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.

2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.

2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.

2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.

2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.

2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.

2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.

2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.

2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

Services Provided By:
SURVEYOR CITY/COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample Attached)*

3. WORK TO BE PERFORMED:

___ ___ 3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

3.1.6. Preliminary Parcel numbering system.

3.1.7. Any and all utilities (permitted or of record)

3.1.8. Reference Sample provided.

___ ___ 3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

Services Provided By: SURVEYOR	CITY/COUNTY
___	___

3.2 *Right-of-Way Map Continued (continued)*

3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.

3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.

3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.

3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.

3.2.8. County lines and city limit lines shall be located and identified by name.

3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.

3.2.10. Monumentation set or found shall be shown and described as to material and size.

3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.

3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.

3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.

3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.

3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.

3.2.16. Building lines or set-back lines shall be shown and identified.

3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.

3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	3.2 *Right-of-Way Map Continued (continued)*

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

Services Provided By:
SURVEYOR CITY/COUNTY

3.3. Exhibits:

An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

___ ___ 3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

___ ___ 3.3.2. Parcel Plat:

A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

Services Provided By: SURVEYOR	CITY/COUNTY	
		4. DELIVERABLES: In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):
___	___	4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications defined in 2.11.
___	___	4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications defined in 2.12, 3.2 and 3.3.
		ROW Map Submittal Requirements:
		4.2.1. Two (2) paper sets of half-size ROW maps (11"x 17")
		4.2.2. One (1) paper set of the full-size ROW maps (22"x 34")
		4.2.3. Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
		4.2.4. City requires one (1) electronic copy of the ROW Map on a CD, and One (1) copy of the DGN electronic file on a CD from the surveyor-Both the electronic copy of the ROW Map and the DGN file can be on one CD.
		IF Roadway is ON-SYSTEM and after Administrative Approval of the ROW Maps by Division (REVISIONS) Submittal Requirements:
		4.2.5. Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the revision
		4.2.6. One (1) paper set of the full-size of the affected ROW map sheets (22"x 34"), detailing the revision
		4.2.7. Four (4) sets of any revised original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
		4.2.8. Division needs one (1) electronic copy of the revised ROW Map sheets on a CD**,** and
		4.2.9. One (1) copy of the DGN electronic file on a CD from the surveyor-detailing the revision-Both the electronic copy of the revised ROW Map sheets and the DGN file can be on one CD.
___	___	4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations of the proposed centerline alignment.
___	___	4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER of the proposed centerline.
___	___	4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
___	___	4.6. Records used to establish ownership.
___	___	4.7. ROW and parcel filed notes signed and sealed by a RPLS.
___	___	4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
___	___	4.9. Items indicated under the Automation Requirements Section 6.
___	___	4.10 Completed (Attached) Checklist with submittal of ROW Map etc.

Services Provided By:
SURVEYOR CITY/COUNTY

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

___ ___

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

___ ___

6.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

6.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

6.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

6.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

6.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

6.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

6.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

Services Provided By:
SURVEYOR CITY/COUNTY

7. GENERAL SPECIFICATIONS:

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

___ ___

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. ADHERENCE TO STANDARDS:

For purposes of clarity, consistency, and ease of understanding, the CITY/COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines

___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel

___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By:
SURVEYOR CITY/COUNTY

DESIGN AND CONSTRUCTION SURVEYS:

PURPOSE:

The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

DEFINITIONS:

A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

1. Design 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 Control Data Sheets for inclusion in the Construction Project Plans signed and sealed by an R.P.L.S.
(1) 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.
(2) The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
(3) 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.)
(4) The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
(5) Project control base lines

___ ___ (6) Photogrammetric ground control
(a) Establish horizontal control
(b) Establish vertical control points
(c) Place and maintain control point targets

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	c. Other Design Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set H&V Control at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each H&V Control. Provide an H&V Control along each outfall identified on the Hydrologic Map. The H&V Control shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Control 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.

(6) The Surveyor shall stake the proposed centerline on the existing fields as approved 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 "EXHIBIT E". The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. Jointly the SURVEYOR and the ENGINEER will identify from records such as the Irrigation District Maps and the A&M Data of existing irrigation lines that will need to be tied down. The SURVEYOR will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.

(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.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	(11) Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.
		(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 at bridge class structures.
___	___	(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
___	___	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
___	___	(20) Ties to existing bridges railroad rail elevations 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) Locate wetlands.
___	___	(24) Locate existing right-of-ways.
		d. <u>Construction Surveys:</u> In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:
___	___	(1) Stake existing and/or proposed right-of-ways.
___	___	(2) Stake existing and/or proposed baseline/centerline.
___	___	(3) Stake proposed bridge structures.
___	___	(4) Stake proposed drainage structures, such as manholes, culverts, etc.
___	___	(5) Set grade stakes.
___	___	(6) Recover and check existing control points.
___	___	(7) Establish additional control points.
___	___	(8) Check elevations and locations of structures.
___	___	(9) Determine and resolve conflicts associated with survey data.

Services Provided By:
SURVEYOR CITY/COUNTY

___ ___ **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)

3. <u>UTILITY SUBSURFACE INVESTIGATION:</u>

<u>Utility Quality Levels</u> are in cumulative order (least to greatest) as follows

___ ___ 3.1. Quality Level C - Existing Records: Utilities are plotted from review of available existing records that will be generated by the Engineer on the schematic and provided to the surveyor for his further creation of a Utility Map which will be turned in as a deliverable as part of this work order.

___ ___ 3.2. Quality Level B - Surface Visible Feature Survey: The Surveyor shall gather the field tied Utility Information and compare it to the existing records (if any) as provided by the Engineer and correlate with surveyed surface-visible features. The surveyor shall create a Utility Layout Map or plan layout 2D, showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Layout Map will include all utilities that have been field tied – 2D Horizontal Utilities. This Layout will be provided to the Engineer and a meeting held with Engineer to identify which utilities will need to be tied down vertically. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the Engineer. This information will be provided in the latest version of Micro Station or Geopak used by the State. The electronic file will be delivered on C.D. or DVD. A hard copy is required and must be signed, sealed, and dated by the Surveyor. Note: Determine and inform the Engineer of the approximate utility depths at critical locations. This depth indication is understood by the Engineer to be approximate only and is not intended to be used for preparing the construction plans.

___ ___ 3.3. <u>Subsurface Utility Locate (Test Hole) Service (Quality Level A),</u> **THE SURVEYOR SHALL ESTIMATE LOCATING VERICALLY 25 UTILITES PER MILE OR AS IDENTIFIED BY THE ENGINEER.** Locate shall mean to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B and C. The Surveyor shall:

3.3.1 Review the requested test hole locations that have been identified by the Engineer and Coordinate with utility owner inspectors as may be required by law or utility owner policy.

Services Provided By:
SURVEYOR CITY/COUNTY

3. *Utility Subsurface (continued)*

3.3.2 Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:

- Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
- Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
- Elevation of existing grade over utility at test hole location.
- Horizontal location referenced to project coordinate datum.
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
- Utility facility material(s).
- Utility facility condition.
- Coating/Wrapping information and condition.
- Unusual circumstances or field conditions.

3.3.3 Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.

3.3.4 Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.

3.3.5 Provide complete restoration of work site and landscape to equal or better condition than before excavation.

3.3.6 Plot utility location position information on the Utility Layout sheet and identify the vertical elevation and sealed by the responsible Surveyor. This information will be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on C.D or DVD.

4. <u>DELIVERABLES:</u>

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

___ ___ 4.1. Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.

___ ___ 4.2. Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.

___ ___ 4.3. Computer printouts or other tabulations summarizing the results of field surveys.

___ ___ 4.4. Digital files or media acceptable by the ENGINEER containing field survey data.

___ ___ 4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.

___ ___ 4.6. Field survey notes, as electronic and/or hard copies.

___ ___ 4.7. A H&V Control Book identifying the basis of the Primary and Secondary Control and an 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

Services Provided By: SURVEYOR	CITY/COUNTY	
		4. *Deliverables (continued)*
___	___	4.8. Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.
___	___	4.9. A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.
___	___	4.10. Survey reports in a format requested by the ENGINEER.
___	___	4.11. Items indicated under the Automation Requirements Section 6.

5. <u>GENERAL REQUIREMENTS:</u>

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.

5.3. Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS <u>Standards and Specifications for Geodetic Control Networks</u>, latest edition, the TxDOT <u>Survey Manual</u>, latest edition, the TxDOT <u>GPS Manual of Practice</u>, latest edition, or the TSPS <u>Manual of Practice for Land Surveying in the State of Texas</u>, as may be applicable.

5.4. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.

5.5. Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS <u>Standards and Specifications for Geodetic Control Networks</u>, latest edition, the TxDOT <u>Survey Manual</u>, latest edition, the TxDOT <u>GPS Manual of Practice</u>, latest edition, or the TSPS <u>Manual of Practice for Land Surveying in the State of Texas</u>, as may be applicable.

5.6. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

- Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.
- Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.1 of one foot.
- Utilities and improvements: less than 0.2 of one foot.
- Cross-sections and profiles: less than 1 foot.
- Bore holes: less than 3 feet.
- Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.02 of one foot.
- Utilities and improvements: less than 0.1 of one foot.
- Cross-sections and profiles: less than 0.2 of one foot.
- Bore holes: less than 0.5 of one foot.

Services
Provided By:
SURVEYOR CITY/COUNTY

5. AUTOMATION REQUIREMENTS:

6.1 Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2 Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3 Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	CITY/COUNTY	
		1. Geometric Design
___	___	a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
___	___	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
___	___	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

Services Provided By: ENGINEER	CITY/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	CITY/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	CITY/COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Studies, Discharges
___	___	a. Hydrologic Map showing drainage areas, contours and drainage Q's.
___	___	b. Drainage area maps showing existing conditions and proposed improvements.
___	___	c. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
___	___	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
___	___	(2) Storm water detention required outside the ROW (as per HCDD#1)
___	___	(3) Culverts
___	___	(4) Bridge waterways
___	___	(5) Channels
___	___	(6) Storm sewers/inlets
___	___	(7) Pump stations
___	___	(8) Storm Water Management facilities
___	___	(9) Other
		(a) Irrigation Canals/Siphons
___	___	b. Hydraulic report(s)
___	___	c. Federal Emergency Management Agency (FEMA) floodway requirements
___	___	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
___	___	(1) New culverts
___	___	(2) Culvert widening and/or lengthening
___	___	(3) Culvert replacements
		b. Storm sewers
___	___	(1) New storm sewers
___	___	(2) Modify existing storm sewers
___	___	(3) Inlets
___	___	(4) Manholes
___	___	(5) Trunk lines
___	___	c. Pump stations
___	___	d. Subsurface drainage at retaining walls
___	___	e. Outfall channel(s) within the ROW
___	___	f. Outfall channel(s) outside the ROW
___	___	g. Detention Pond(s) within the ROW
___	___	h. Detention Pond(s) outside the ROW
___	___	i. Summary of Quantities
___	___	j. Storm Water Management facilities
___	___	4. Storm Water Pollution Prevention Plan (SW3P)
___	___	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	1. Signing and Markings Layout a. Requirements (Separate Layout) (1) Roadway layout (2) Center line with station numbering (3) ROW lines (4) Culverts and other structures that present a hazard to traffic (5) Location of utilities, if not shown on plan and profile (6) Existing signs to remain, to be removed, to be relocated (7) Proposed signs (illustrated and numbered) (8) Existing overhead sign bridges to remain, to be revised, removed or relocated (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation (12) Quantities of existing pavement markings to be removed (13) Proposed delineators and object markers b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) (5) Tentative ROW limits (6) Direction of traffic flow on all roadways (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
___	___	2. Summary of Small Signs Tabulation
___	___	3. Summary of Large Signs Tabulation including all Guide Signs
___	___	4. Sign Detail Sheets a. All signs except route markers b. Design details for large guide signs c. Dimensions of letters, shields, borders, corner radii etc. d. Designation of shields attached to guide signs e. Designation of arrow used on exit direction signs

Services Provided By: ENGINEER	CITY/COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
___	___	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
___	___	(2) Photographs as appropriate
___	___	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
___	___	(a) Existing
___	___	(b) Estimated
___	___	(c) Projected
___	___	(d) Pedestrian
___	___	(5) Traffic Survey - Count Analysis
___	___	(6) Recommendation based on above data
		b. Layout
___	___	(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

Services Provided By: ENGINEER	CITY/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	CITY/COUNTY	
		1. Retaining Walls
		a. Structural Details
___	___	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
___	___	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
___	___	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
___	___	(1) Mechanically Stabilized Earth
___	___	(2) Concrete Block Wall Systems
___	___	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
___	___	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
___	___	e. Foundation Studies (Show cost estimate with Function Code 110)
___	___	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
___	___	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
___	___	g. Estimate
___	___	h. Summary of Quantities
___	___	i. Typical X-section.
___	___	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

Services Provided By: ENGINEER	CITY/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	CITY/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	CITY/COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
___	___	(1) Underpass(es)	
___	___	(2) Overpass(es)	
___	___	(3) Main Lanes	_____
___	___	(4) Direct Connector(s)	_____
___	___	(5) Ramp Bridge(s)	_____
___	___	(6) Waterway Structure(s)**	_____
___	___	(7) Pedestrian Structure(s)	_____
___	___	(8) Utility Structure(s)	_____
___	___	(9) Railroad Underpass(es)	_____
___	___	(10) Railroad Overpass(es)	_____
___	___	(11) Bridge Classification Culvert(s)**	_____
___	___	(11) Alternate Structural Designs	_____
___	___	(12) Alternate Foundation Design	_____
		Total New Structures =	
		b. Existing Structure(s)	_____
___	___	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
___	___	(2) Bridge Replacement	_____
___	___	(3) Raising Bridge Elevation	_____
___	___	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____ _____
___	___	(5) Railroad Overpass(es)	_____
___	___	(6) Railroad Underpass(es)	_____
		Total Existing Structures =	_____

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: ENGINEER	CITY/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	CITY/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 CITY/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	CITY/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. 0 PARCELS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	CITY/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.
		iv) Prepare and Mail via Certified, Return Receipt Requested method, all introduction letters for each individual parcel.
___	___	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	CITY/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, are 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	CITY/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. 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 COUNTY/TxDOT.
___	___	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, Acknowledgement of Appraisal 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	CITY/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, estimate 10% of the parcels identified on Page 37 may result 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	CITY/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, developedby 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.

Services Provided By:
ENGINEER CITY/COUNTY

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

___ ___ 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.

Services Provided By:	
ENGINEER	CITY/COUNTY

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

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

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	Title Sheet
___	___	Project Layout
___	___	Sequence of Work
___	___	Detour Layouts & Profiles
___	___	Construction Pavement Markings
___	___	Signing & Barricades
___	___	Construction Sign & Beacons
___	___	Typical Sections
___	___	Shaping & Finishing Sections
___	___	Slopes Adjacent to Shoulders
___	___	Estimate & Quantities
___	___	General Notes & Specification Data
___	___	Grading Summary
___	___	Miscellaneous Summaries (See following "SUMMARIES" heading)
___	___	Horizontal Curve Data & Alignment Layouts
___	___	Drainage Summaries
___	___	Structure Summaries
___	___	Erosion Control Summary & Details
___	___	Plan/Profile Sheets
___	___	Erosion Control Summary & Details
___	___	Pavement Contours
___	___	Superelevation Transition (If Required)
___	___	Grading Contours
___	___	Guard Fence Layouts
___	___	Storm Water Pollution Prevention Plans (SW3P)
___	___	Drainage Area Maps
___	___	Hydraulic Data
___	___	Drainage Sheets
___	___	Bridge Hydrology Sheets
___	___	Inlet & Manhole Details
___	___	Utility Support Details
___	___	Culvert Cross Sections & Details
___	___	Special Culvert Designs
___	___	Special Drainage Details
___	___	Chain Link Fence Locations
___	___	Ramp Details Sheet
___	___	Removal Item Sheet - Including detours
		(Shown in detour summary, No payment for removal; subsidiary to construction detours)
___	___	Pavement Details
___	___	Pavement Standard Modification for Concrete Shoulder
___	___	Concrete Pavement Continuously Reinforced (CPCR)
___	___	Concrete Pavement Contraction Design (CPCD)
___	___	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
___	___	Bridge Approach Slab Details
___	___	Vehicle Attenuator Details
___	___	Miscellaneous Details
___	___	Wheelchair Ramps
___	___	Pavement Marking Details
___	___	Modified Standards
___	___	List of Standards
___	___	Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	Permanent Lighting Plans, Quantities & Standards
___	___	Bridge Layout(s)
___	___	Bridge Details
___	___	Retaining Wall Layout(s)
___	___	Retaining Wall Details
___	___	Pumphouse Details
___	___	Underdrain Details (Retaining Walls)
___	___	Culvert Standards
___	___	Soil Profile
___	___	Temporary Traffic Signals
___	___	Design Cross Sections
___	___	Estimate
___	___	List of Standard Specification, Special Provisions & Special Specifications
___	___	Detour Special Provisions (If Required)
___	___	Construction Time Estimate
___	___	Critical Path Method (CPM)
___	___	Unit Price Documentation
Miscellaneous		
___	___	Conduit Requirements
___	___	Traffic signal Requirements
Summaries		**(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**
___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
___	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	CITY/COUNTY	**Summaries**	**(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**
___	___		Earthwork (Roadway & Channel) & Channel Details
___	___		Culverts
___	___		Detours
___	___		Seeding or Mulch Sod - Quantity Only
___	___		Inlet & Manholes
___	___		Sidewalks
___	___		Construction Pavement Markings
___	___		Driveways
___	___		Concrete Median
___	___		Storm Sewers
___	___		Head Walls & Safety End Treatments
___	___		Curb Openings
___	___		Manholes
___	___		Chain Link Fence, Remove & Replace Chain Link Fence
___	___		Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

Client: Hidalgo County Precinct #4

PROJECT DEVELOPMENT SCHEDULE
FM 1925 (Monte Cristo Rd)
From 10th Street To FM 2220 (Ware Rd)
Length = 2.70 miles

TASK AND DESCRIPTION	FIRM	2016											2017											2018											2019				2020				2021			
		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	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																																														
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 (TO BE DONE BY TXDOT) (EST TIMELINES)																																													
Design Survey	TxDOT																																													
Compensable Utility Oversight	TxDOT																																													
Outfall Coordination with HCDD #1	TxDOT																																													
30% PS&E Completion	TxDOT																																													
60% PS&E Completion	TxDOT																																													
90% PS&E Completion	TxDOT																																													
95% PS&E Completion	TxDOT																																													
100% Mylars	TxDOT																																													
TxDOT (Austin) Plan Set Approval	TxDOT																																													
ROW Map																																														
Prepare ROW Map	L&G																																													
TXDOT Review & Revisions	TxDOT																																													
TxDOT ROW Map Approval	TxDOT																																													
ROW Acquisition (56 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: Feb 2017)	TxDOT																																													
Construction Duration	L&G																													EST 28 MONTHS CONSTRUCTION																
Open To Traffic	TxDOT																																													

L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION
HIDALGO COUNTY FUNCTION

10:22 AM1/11/2016

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	

JG Approved
7/15/2015

EXHIBIT "D-1"
ESTIMATED PROJECT FEE SCHEDULE
FM 1925 PROJECT
Limits: from 1,500 west of FM 2220 (Ware Road) to 10th St.

ROADWAY PROJECT:	FM 1925
LIMITS:	1,500 ft. west of FM 2220 (Ware Road) to 10th Street
EXISTING ROADWAY SECTION:	40-ft Rural
EXISTING ROW WIDTH:	80' to 100' Varies
PROPOSED ROADWAY SECTION:	5-lane urban
PROPOSED ROW WIDTH:	120FT
ESTIMATED CONSTR. COST	**$13,150,000.00**
LENGTH FOR 4-LANE ROADWAY	2.70 Miles

ESTIMATED PROJECT COSTS	*ESTIMATED % LOCAL COST*	*ESTIMATED PROJECT COST*	*ESTIMATED LOCAL COST*
WORK AUTHORIZATION NO. 1 - PRELIMINARY ENGINEERING			
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, HYDROLOGIC DESIGN			
Environmental Assessment with TxDOT	100%	$ 153,000.00	$ 153,000.00
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	$ 36,000.00	$ 36,000.00
Archeological and Historical Research	100%	$ 60,000.00	$ 60,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	$ 11,250.00	$ 11,250.00
Schematic (Roadway & Outfall)	100%	$ 184,100.00	$ 184,100.00
Hydrological Map	100%	$ 42,000.00	$ 42,000.00
Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)	100%	$ 42,000.00	$ 42,000.00
Preliminary Compensable Utilities Identification on Schematic for Approval by TxDOT/FHWA	100%	$ 42,000.00	$ 42,000.00
Update Schematic based on FIELD SURVEYS and ROW Map as provided by City of McAllen and comments as provide by TxDOT/County for schematic and EA update w/ FHWA	100%	$ 39,000.00	$ 39,000.00
Engineering Technical Support to address Public Hearing	100%	$ 36,000.00	$ 36,000.00
Public Involvement to address Public Hearing	100%	$ 36,000.00	$ 36,000.00
SUB-TOTAL		**$ 681,350.00**	**$ 681,350.00**
WORK AUTHORIZATION NO. 3 - ESTIMATED			
PHASE II- PS&E and CONSTRUCTION OVERSIGHT			
PS&E Development (8% Engineering Fee)	100%	TXDOT	
Engineering Fee to Create 2 sets of Plans and Submit through TxDOT	100%	TXDOT	
PS&E Development for OUTFALL 3/4 Mile	100%	TXDOT	
Signal Design (During Construction and Permanent)	100%	TXDOT	
Permitted Utilities Coordination to adjust	100%	TXDOT	
ROADWAY CONSTRUCTION COST	0%	$ 13,150,000.00	
Field Surveys for Design and Construction	100%	TXDOT	
TxDOT Construction Inspection (11%)	0%	$ 1,446,500.00	
Eng Consultant Construction Management (18 Months)	100%	TXDOT	
SUB-TOTAL		**$ 14,596,500.00**	**$ -**
WORK AUTHORIZATION NO. 3 - ESTIMATED			
PHASE III - ROW Map and ROW Acquisition			
Complete ROW Map (Estimated 56 Parcels)	100%	$ 224,000.00	$ 224,000.00
Right-of-Way Costs - Acq.Services @ (est. 56 Parcels @ $13,800/Parcel Avg.)	100%	$ 772,800.00	$ 772,800.00
Estimated County Attorney Costs for Condemnation ($15,000/Parcel based on 20% total of parcels)	100%	$ 168,000.00	$ 168,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 100,800.00	$ 100,800.00
Estimated Roadway Right-of-Way Costs	1.1%	$ 2,851,200.00	$ 31,363.20
Estimated outfall Right-of-Way Costs	100%	$ 123,966.94	$ 123,966.94
SUB-TOTAL		**$ 4,240,766.94**	**$ 1,420,930.14**
TOTAL		**$ 19,518,616.94**	**$ 2,102,280.14**

WORK AUTHORIZATION NO. 1 - PHASE I	FY 15	$ 681,350.00	NOT ISSUED
WORK AUTHORIZATION NO. 2 - PHASE II	FY 16	BY TXDOT	NOT ISSUED
WORK AUTHORIZATION NO. 3 - PHASE III	FY 17	$ 1,097,600.00	NOT ISSUED

*LPA COSTS NOT INCLUDED IN WORK AUTHORIZATIONS	$	323,330.14
TOTAL ESTIMATED CITY/COUNTY COST:	**$**	**2,102,280.14**
TOTAL ESTIMATED PROJECT COST:	**$**	**19,518,616.94**

11%

* Local Public Agencies (LPA)

EXHIBIT "E"

Sample Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____
_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-1" Fee Schedule***.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

SAMPLE

EXHIBIT "E"

Sample Work Authorization

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County _____,** Commissioner _____ as to content and detail of this **Work Authorization No. 1**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
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 Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D-1 – Fee Schedule

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".
WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2016 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 _____, 2016.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

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).

EXHIBIT "G"

PRODUCER
The Risk Specialty Group LLC
4801 Woodway Drive
Suite 300 East
Houston TX 77056

CONTACT NAME:
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
INSURER B : Continental Casualty Insurance Co.	20443
INSURER C : Gemini Insurance Co.	10833
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 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.

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EXHIBIT "G"

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						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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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HIDALGO COUNTY
Professional Engineering Services
Contract No. C-16-048-02-02
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G Consulting Engineers, Inc.** *d/b/a* **L&G Engineering**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide *Engineering Services required for the preparation for the Environmental Assessment, Public Involvement, Schematic Design and Hydrologic Design for the FM 1925 from 1,500ft. West of FM 2220 (Ware Road) to 10th Street.*

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$ 681,350.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-1" – Estimated Man-hour Breakdown.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No**.** _____
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*, as identified on ***EXHIBIT "C" – Work Schedule.***

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4, Commissioner Joseph Palacios as to the content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

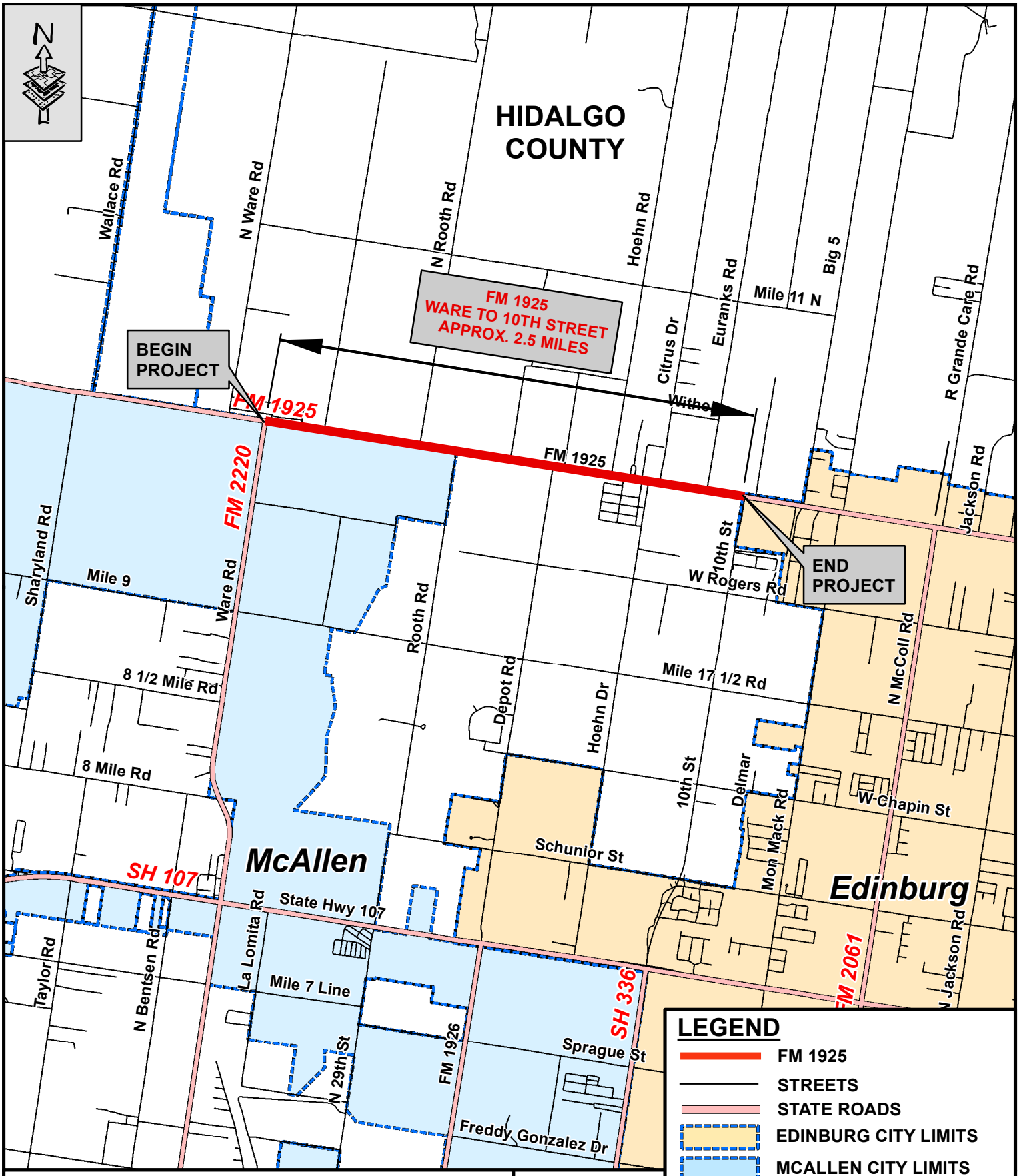
THE ENGINEER:	**THE OWNER:**
L&G ENGINEERING	**HIDALGO COUNTY**
By: _____	**By:** _____
Jacinto Garza, P.E. / President	**Ramon Garcia, County Judge**

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Location Map
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D-1 – Estimated Man-hour Breakdown



FM 1925
LOCATION MAP

FROM WARE RD (FM 2220) TO 10TH ST
APPROX. PROJECT LENGTH 2.5 MILES

THE COUNTY OF HIDALGO TEXAS

Document Path: G:\GIS I\PROJECTS\HIDALGO\FM 1925 WARE TO 10TH\2015\FM_1925 WARE TO 10th LOCATION MAP.mxd

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

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, PUBLIC INVOLVEMENT, SCHEMATIC AND HYDROLOGIC DESIGN
LENGTH:	2.5 MILES
HIGHWAY:	FM 1925
LIMITS:	FROM 1,500FT WEST OF FM 2220 (WARE RD) TO 10TH STREET

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.

CITY shall mean the City of _____.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 2 – FEASIBILITY STUDIES

(Function Code 102)

Services Provided By: ENGINEER	CITY/COUNTY	
YES	NO	Preliminary Design Values *The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.*
YES	NO	Preliminary Route Locations on Uncontrolled Mapping *The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.*
YES	NO	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.*
YES	NO	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.*
YES	NO	Preliminary Hydrologic Map *The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.*
YES	NO	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.*
YES	NO	Preliminary Cost Estimates *The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.*
YES	NO	Preliminary Environmental Analysis (for fatal flaws) *The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.*
YES	NO	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.*
YES	NO	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	CITY/COUNTY		
NO	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 7, page 7-1 for schematic layout requirements)
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
N/A	N/A		a. Pavement (See Section 7, pages 7-2 thru 7-3 for requirements)
N/A	N/A		b. Retaining Walls (See Section 10, page 10-1 for requirements)
N/A	N/A		c. Miscellaneous Structures (See Section 10, page 10-3 for requirements)
N/A	N/A		d. Bridges (See Section 11, page 11-2 thru 11-3 for requirements)

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	CITY/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 in accordance with 23 USC 327 and the 2014 TxDOT-FHWA Memorandum of Understanding, 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) and public hearing shall be scheduled, coordinated and conducted.
YES	NO	b. Technical assistance for one public meeting and one public hearing, preparation of, and maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
NO	NO	c. A Notice of Availability (NOA) shall be published by the COUNTY upon approval of the environmental decision.
		3. Technical Reports All technical reports shall be prepared in accordance with TxDOT's environmental rules and guidelines.
YES	NO	a. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis shall be provided as a Technical Report and a summary of the air quality results included in the administratively complete document for the project.
YES	NO	b. Biological Technical Report A biological form and technical report shall be prepared in accordance with the STATE'S Biological Guidelines. The report will include water resources, and threatened and endangered species.
		c. Cultural Resources Historical and archeological studies shall be completed in accordance with the STATE'S guidelines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
YES	NO	(1) Historic Structure Studies A records search, project coordination request, 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.
YES	NO	(2) Archeological Studies File searches, project coordination request, an archeological reconnaissance, and an archeological survey shall be conducted to determine if known archeological sites are present or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
YES	NO	d. Community Impact Analysis A community impact analysis shall be prepared in accordance with the STATE'S Community Impact Guidelines.
YES	NO	e. 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) and a Hazardous Materials Technical Report, as needed.
YES	NO	f. Indirect and Cumulative Impacts Analysis An indirect and cumulative impacts analysis shall be prepared in accordance with the STATE's guidelines.
YES	NO	g. 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 shall be provided as a Technical Report and a summary of the noise analysis results shall be included in the administratively complete document.
YES	NO	4. Environmental Scoping The ENGINEER shall initiate the environmental scoping process with TxDOT. An environmental scoping document and risk assessment will be completed in coordination with TxDOT.
YES	NO	5. General Guidelines for Preparation of Environmental Documents

a. All technical reports will be submitted electronically to TxDOT through their FTP site.
b. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
c. 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.
d. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
e. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client. All copies to TxDOT will be digital.
f. 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 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
YES	N/A	a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
YES	N/A	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
YES	N/A	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

Services Provided By: ENGINEER	COUNTY	
YES	N/A	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
N/A	N/A	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
NO	N/A	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
NO	N/A	b. Typical Sections
NO	N/A	c. Design Cross Sections
NO	N/A	d. Determine Cut and Fill Quantities
N/A	N/A	e. Slope Stability Analysis
N/A	N/A	f. Embankment Foundation Stability Analysis
N/A	N/A	g. Embankment Settlement Analysis
		5. Pavement Design
NO	N/A	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
NO	N/A	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
N/A	N/A	(a) Along center line
N/A	N/A	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

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.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 8 - DRAINAGE

(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Studies, Discharges
YES	NO	a. Hydrologic map showing drainage areas, contours and drainage Q's.
NO	N/A	b. Drainage area maps showing existing conditions and proposed improvements.
NO	N/A	c. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
NO	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
NO	N/A	(2) Storm water detention required outside the ROW (as per HCDD#1)
NO	N/A	(3) Culverts
NO	N/A	(4) Bridge waterways
NO	N/A	(5) Channels
NO	N/A	(6) Storm sewers/inlets
NO	N/A	(7) Pump stations
NO	N/A	(8) Storm Water Management facilities
NO	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	N/A	b. Hydraulic report(s)
NO	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
NO	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
NO	N/A	(1) New culverts
NO	N/A	(2) Culvert widening and/or lengthening
NO	N/A	(3) Culvert replacements
		b. Storm sewers
NO	N/A	(1) New storm sewers
NO	N/A	(2) Modify existing storm sewers
NO	N/A	(3) Inlets
NO	N/A	(4) Manholes
NO	N/A	(5) Trunk lines
NO	N/A	c. Pump stations
NO	N/A	d. Subsurface drainage at retaining walls
NO	N/A	e. Outfall channel(s) within the ROW
NO	N/A	f. Outfall channel(s) outside the ROW
NO	N/A	g. Detention Pond(s) within the ROW
NO	N/A	h. Detention Pond(s) outside the ROW
NO	N/A	i. Summary of Quantities
NO	N/A	j. Storm Water Management facilities
NO	N/A	4. Storm Water Pollution Prevention Plan (SW3P)
NO	N/A	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

Client: Hidalgo County Precinct #4

PROJECT DEVELOPMENT SCHEDULE
FM 1925 (Monte Cristo Rd)
From 10th Street To FM 2220 (Ware Rd)
Length = 2.70 miles

TASK AND DESCRIPTION	FIRM	2016											2017											2018											2019				2020				2021			
		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	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																																														
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 (TO BE DONE BY TXDOT) (EST TIMELINES)																																													
Design Survey	TxDOT																																													
Compensable Utility Oversight	TxDOT																																													
Outfall Coordination with HCDD #1	TxDOT																																													
30% PS&E Completion	TxDOT																																													
60% PS&E Completion	TxDOT																																													
90% PS&E Completion	TxDOT																																													
95% PS&E Completion	TxDOT																																													
100% Mylars	TxDOT																																													
TxDOT (Austin) Plan Set Approval	TxDOT																																													
ROW Map																																														
Prepare ROW Map	L&G																																													
TXDOT Review & Revisions	TxDOT																																													
TxDOT ROW Map Approval	TxDOT																																													
ROW Acquisition (56 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: Feb 2017)	TxDOT																																													
Construction Duration	L&G																													EST 28 MONTHS CONSTRUCTION																
Open To Traffic	TxDOT																																													

L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION
HIDALGO COUNTY FUNCTION

10:22 AM1/11/2016

EXHIBIT D-1

ESTIMATED MAN-HOUR BREAKDOWN

FM 1925 PROJECT
from 1,500 FT. WEST OF FM 2220 (Ware Road) TO 10TH STREET

		MANHOURS									
		Senior Project Manager	Senior Engineer	Senior Environmental Scientist /Specialist	Project Engineer	Senior Engineer Tech	CADD Operator / GIS Analyst	Admin / Clerical	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
	CONTRACT RATE	211.40	175.16	147.98	129.86	96.64	66.44	60.40			
WORK AUTHORIZATION NO. 1											
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, HYDROLOGIC DESIGN											
1	Environmental Document with TxDOT	140		356	324		250	199	1269		$ 153,000.03
2	Public Involvement with stakeholders and 1 Public Meeting	30		100	70		70	19	289		$ 36,000.03
3	Archeological and Historical Research (See Page 2 & 2 for Sub Cost)	30		70	54	38	58	17	267	$ 27,749.40	$ 32,251.18
4	Engineering Technical Support at Public Meetings with Layouts, etc.	8	10	18	22		29	6	93		$ 11,252.52
5	Schematic for Roadway & Outfall	210	220	43	411	280	180	40	1384		$ 184,100.41
6	Hydrological Map	20	31	21	101	100	89	9	371		$ 42,002.16
8	Office Surveys for Schematic	30	29		103	94	104	20	380		$ 42,000.35
9	Preliminary Compensable Utility Identification on Schematic	22	23		109	119	109	7	389		$ 42,000.35
10	Update Schematic based on comments as provided by TxDOT/FHWA	12	10		94	141	120	15	392		$ 39,000.28
11	Engineering Technical Support at Public Hearing with Layouts, etc.	38	35	58	64		52	25	272		$ 36,000.09
12	Public Involvement for 1 Public Hearing	56	14	75	50		55	8	258		$ 36,000.21
SUB-TOTAL		**596**	**372**	**741**	**1402**	**772**	**1116**	**363.968**	**5362.968**	**$ 27,749.40**	**$ 653,607.61**

Sub-Total Manhours Fee with Subconsultant Fee:	$ 681,357.01
*** TOTAL PROJECT FEE:**	**$ 681,350.00**

* Rounded Figure

EXHIBIT D-1

COST BREAKDOWN										
FM 1925 from 10th Street to FM 2220										
LABOR	**PCR**	**Permit App/ Research Design**	**Fieldwork**	**Draft and Final Reports**	**Curation**	**Admin and Project Mgmt**	**Total**	**Unit**	**Unit Price**	**Cost**
Principal	0	0	0	0	0	2	2	hr	$ 216.00	$ 432.00
Archeologist V/ Principal Investigator	4	0	0	2	0	2	8	hr	$ 128.00	$ 1,024.00
Archeologist IV	4	6	28	8	0	2	48	hr	$ 103.00	$ 4,944.00
Archeologist III	0	1	28	24	12	0	65	hr	$ 73.00	$ 4,745.00
Archeologist II	8	0	0	0	0	0	8	hr	$ 68.00	$ 544.00
Archeologist I	0	0	0	0	0	0	0	hr	$ 58.00	$ -
Historical Architect/ Senior Historian	6	0	0	4	0	4	14	hr	$ 133.00	$ 1,862.00
Architectural Historian III	0	24	16	32	0	0	72	hr	$ 104.00	$ 7,488.00
Historian II	8	0	0	16	0	0	24	hr	$ 82.00	$ 1,968.00
GIS Specialist	8	1	2	7	0	0	18	hr	$ 84.00	$ 1,512.00
Administrative/ Document Production Supervisor	0	0	0	0	0	4	4	hr	$ 88.00	$ 352.00
Editor	0	0	0	6	0	0	6	hr	$ 60.00	$ 360.00
TOTAL LABOR										$ 25,231.00
EXPENSES	**PCR**	**Permit App/ Research Design**	**Fieldwork**	**Draft and Final Reports**	**Curation**	**Admin and Project Mgmt**	**Total**	**Unit**	**Unit Price**	**Cost**
Copies, b/w	20	20	50	300	100	10	500	each	$ 0.10	$ 50.00
Copies, color	20	20	10	200	50	10	310	each	$ 1.00	$ 310.00
Mileage	0	0	700	0	0	0	700	mile	$ 0.56	$ 392.00
Lodging (NTE)	0	0	7	0	0	0	7	night	$ 88.00	$ 616.00
Taxes, lodging (15%)	0	0	7	0	0	0	7	night	$ 13.20	$ 92.40
Meals	0	0	8	0	0	0	8	day	$ 51.00	$ 408.00
Airfare	0	0	1	0	0	0	1	each	$500.00	$ 500.00
Car Rental	0	0	2	0	0	0	2	day	$75.00	$ 150.00
TOTAL EXPENSES										$ 2,518.40
TOTAL										**$ 27,749.40**

L&G Engineering
Transportation Consultants

January 25, 2016

The Honorable Joseph Palacios
Hidalgo County Precinct No. 4
1051 N. Doolittle Road
Edinburg, Texas 78539

RE: Subcontracting Notice for FM 1925 Project
Contract No. C-16-048-02-03
Limits: from 1,500 ft. West of FM 2220 (Ware Road) to 10th Street

Dear Commissioner Palacios:

We would like to inform you of the subcontractor that we will be using on the FM 1925 Project from 1,500 ft. West of FM 2220 (Ware Road.) This subcontractor will be providing Archeological and Historical Survey Reports (see attached proposal) for this project.

Subcontractor:

Cultural Resources Services:
Ms. Jill Madden
AmaTerra Environmental Inc.
4009Banister Lane, Ste. 300
Austin, Texas 78704
Phone (512)-329-0031

Should you have any questions, please feel free to give me a call at 956-565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/Project Manager

cc: Hidalgo County Purchasing Department

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-5497

Date Filed:
01/25/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

L&G Consulting Engineers INC
Mercedes, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

C-16-048-02-03
Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Sandoval , Armando J	Mercedes, TX United States		X
Garza, Jacinto	Mercedes, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MARISELA G. MARIN
Notary Public, State of Texas
My Commission Expires
May 06, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said JACINTO GARZA, this the 25 day of January, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Marisela G Marin	MARISELA G MARIN	Sec/Treas.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-5497

Date Filed:
01/25/2016

Date Acknowledged:
01/26/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

L&G Consulting Engineers INC
Mercedes, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

C-16-048-02-03
Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Sandoval , Armando J	Mercedes, TX United States		X
Garza, Jacinto	Mercedes, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-53033

Purchasing Department 24. D. 1.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole responsible vendor [Laura Salinas] submitting the lowest and best bid meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bids titled: Hidalgo County WIC Program-"Lease Office Space-City of Mercedes through project No.: 2016-015-01-06-SMA. Subject to compliance with HB1295 [when and/or if applicable].

BACKGROUND

1. Three (3) packets requested and distributed
2. A sole bid was received meeting all Specifications/Requirements -(Robert J. Salinas & Laura Salinas)
3. Contract to expire: February 29, 2016

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1292-441-00-350-001-6-441

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

BUDGETARY IMPACT:

Req#00290569

Attachments

participation

tabulation

Depts recommendation

1295 Letter

LEASE

LEGAL

Form Review

Inbox	Reviewed By	Date

Purchasing Department	Marty Salazar	01/27/2016 11:06 AM
Budget & Management	Veronica Ortiz	01/28/2016 10:06 AM
Glinda Pacheco	Glinda Pacheco	01/28/2016 01:57 PM
Auditor's Office	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Sandra Montalvo Started On: 01/19/2016 10:41 AM

Final Approval Date: 01/29/2016

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: January 06, 2016 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: ***Hidalgo County WIC Program-Lease Office Space-City of Mercedes***

BID NO.: 2016-015-01-06-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (if applicable) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1.	LAURA SALINAS	mailed	Sandra Montalvo	12/14/15	419 N. 12th Donna, Texas 78537 P# 956-464-2460 F#956-464-2494 HP#461-2851 rjslawoffice@hotmail.com or to ***Law Offices of Robert J. Salinas & Assoc.*** ***2101 Wood Avenue*** ***Donna, Texas 78537*** ***Phone: (956) 464-2460*** ***Fax: (956) 464-2494*** ***Email: rjslawoffice@hotmail.co***
2.	PRIME VENDOR, INC. Attn: Julie Mapes	EMR	Sandra Montalvo	12/15/15	4622 Cedar Ave. Suite 124 Wilmington, NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 Contact Email: work41@prime-vendor.com
3.	GBB RENTALS, LTD Attn: Enrique Garza or Spencer Bell	BLM	Sandra Montalvo	12/29/15	P.O. BOX 8064 Weslaco, Tx 78599 5310 Garret Rd. Harlingen, TX. 78552 (O) 956-551-7662 (F) 956-968-9222 cell 956-551-7664 sbell1@hiline.net egarza@ebmerit.com
4.					
5.					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET				
HIDALGO COUNTY WIC PROGRAM-*"Lease Office Space-City of Mercedes"*				
BID NO: 2016-015-01-06-SMA				
BID OPENING DATE: **January 06, 2016**		BID OPENING TIME: 9:30 A.M.		
PARTICIPATING VENDORS		**PRICE PER Square Foot:**	**TOTAL SQ. FT**	**TOTAL MONTHLY COST**
1.	**LAURA SALINAS**	**$0.97**	**5080 sq. ft**	**$4,927.60**
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Departments Recommendation)

TO: **Norma Longoria, Director**
Hidalgo County WIC Program

Attn: **Mague Gonzalez, Adm. Asst.** **Vía email:** mague.gonzalez@wic.co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: **January 6, 2016**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2016-015-01-06-SMA- Hidalgo County WIC Program-Lease of Office Space-City of Mercedes"

We have received **sole-response** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **January 15, 2016 @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: sandra.montalvo@co.hidalgo.tx.us

☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

Recommendations/Concerns: Please Award Bid to Laura Salinas for the rental lease of the Mercedes WIC Clinic.

BUDGET ACCOUNT#: 6.1292.441.00.350.001.6.441

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

Norma L Longoria	Norma Longoria	WIC	1/8/16
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/Fax: (956) 318-2629

January 20, 2016

Robert J. Salinas & Laura Salinas
419 N. 12th St
Donna, Tx 78537

Re: **Bid No: 2016-015-01-06-SMA**
HIDALGO COUNTY WIC PROGRAM
Request for Bids -"Lease Office Space-City of Mercedes"

Dear Mr. & Mrs.Salinas,

In order to process the award of bid/contract resulting from this bid, the County is required, as of January 1, 2016, to comply with Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced bid, you must complete Form 1295. You can find the 1295 form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of Form 1295, provide the **RFB No.:2016-015-01-06-SMA** shown above. Once completed, Form 1295 must be signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to maintain the schedule for presentation to **Commissioners Court on February 3, 2016,** the signed notarized Form 1295 must be received in our office completed via email to: sandra.montalvo@co.hidalgo.tx.us on or before **Tuesday, January 26, 2016 at 11:00 A.M.** **Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.**

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/sma

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-16-015-02-03

THIS LEASE is made and entered into by and between **LAURA SALINAS** referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

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 real property described on Exhibit "A "attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee issued a Request for Bid in accordance with specifications in the Request for Bid and a copy of such Request for Bid Procurement packet and Bid Page is (collectively the "RFB") is attached hereto as Exhibit "B".

ARTICLE1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall commence on **February 28, 2016** and shall terminate on **September 30, 2016** unless sooner terminated as provided herein or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for a three (3) one (1) year terms and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2 or 1.4 hereof; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee’s electing to terminate, this Lease shall cease and come to an end as if the day

of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. 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 molestation 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.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **$ 4,927.60** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this Lease shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at: **540 South Texas Avenue, Mercedes, Texas 78570** or such

other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the Premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent use of the Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. Lessor shall be responsible for all other repairs and maintenance. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner

using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(9) Landscaping (all greenery, watering, and maintenance).

(10) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such

charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a

result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force

during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as “Exhibit C.”

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased

Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken

for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee’s notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for

the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily

or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 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:**
Laura Salinas, Owner 419 North 12th Street Donna, Texas 78537	County of Hidalgo Attn: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a 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 Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 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.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease 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 attorneys'

fees and costs incurred to enforce the Lease.

Force Majeure

14.9 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 any 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.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 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

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement,

Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

Entire Agreement

14.14 This Lease 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 Lessor, and not otherwise.

Immunities

14.15 Nothing in this Lease is intended to and Lessee does not hereby waive, release or relinquish any right to assert any of the defenses Lessee enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Lessee as to any claim or action of any person, entity, or individual against Lessee.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2016.

HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

LAURA SALINAS

_____
By:

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

_____
By: Stephen L. Crain

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT “A”
LEGAL DESCRIPTION

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Lot (7) and Eight (8) , Block Twenty Six (26) City of Mercedes, Hidalgo, County, Texas, as per map or plat thereof duly of record in the office of the County Clerk of Hidalgo County, Texas, to which reference in here made for a full description.

EXHIBIT “B”
BID PAGE

EXHIBIT-"B"

Bid Page
Hidalgo County WIC Program
"Lease Office Space–City of Mercedes"
RFB NO.: 2016-015-01-06-SMA

Charge for *"Lease Office Space-Mercedes"* as requested , but not limited to, in the Specifications as herein listed on Exhibit "A" and thereafter, at Hidalgo County's sole discretion and option renew and extend the term for three (3) one (1) year terms [effective October 1, and ending September 30 of each subsequent year] under the same rates, terms and conditions.

OPENED
9:30 1-6-16

PRICE $ 0.97 **per square foot.**

Sq. ft of proposed office building 5,080

Witnessed

TOTAL MONTHLY COST $ 4,927.60

Proposed (address) Location: 540 S. Texas Avenue, Mercedes, Texas 78570

PROPERTY ID # and/or GEOGRAPHIC ID: (Local Appraisal District Info.)

HCAD Number 234090 Acct # M3550-00-026-0007-00

LEGAL DESCRIPTION OF PROPERTY: Lots 7 & 8, BLK 26, OT Mercedes, Hidalgo Co., TX

EXHIBIT-"B"

Bid Page

Hidalgo County WIC Program

"Lease Office Space-City of Mercedes"

RFB NO.: 2016-015-01-06-SMA

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: Laura Salinas

ADDRESS: 419 N. 12th Street

CITY/STATE/ZIP CODE: Donna, Texas 78537

PHONE & FAX NO'S: (956) 461-2851

CELLULAR NO: (956) 342-6542

E-MAIL ADDRESS: rjslawoffice@hotmail.com

AUTHORIZED SIGNATURE: Laura Salinas

PRINTED NAME: Laura Salinas

TITLE Owner

EXHIBIT “C”
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/13/2016

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: Consuelo Cavazos, CISR	
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481	FAX (A/C, No): (956) 565-2733
	E-MAIL ADDRESS: consuelo@mcafeeagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: American Economy Ins. Co.	
INSURED	INSURER B :	
Robert J. Salinas & Laura Salinas 419 N 12th St Donna TX 78537	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 15-16 GL REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			02BP476780-0	6/16/2015	6/16/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Dishonesty	$ 15,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Reference: 540 S Texas Ave, Mercedes, TX, 78570

CERTIFICATE HOLDER

sandra.montalvo@co.hidalgo

Purchasing Department of Hidalgo County T
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Garza/MIN

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POLICY DECLARATIONS EXTENSION

NAMED INSURED: ROBERT J SALINAS

POLICY NUMBER: 02-BP-476780-0

PREMISES 1 BUILDING 1	540 S TEXAS AVE MERCEDES, TX 78570	CONSTRUCTION: OCCUPANCY:	JOISTED MASONRY OFFICE - LESSORS RISK ONLY

APPLICABLE TO THESE PREMISES	LIMITS OF INSURANCE
EXCEPT WHERE NOTED BELOW, A DEDUCTIBLE OF $ 1,000 APPLIES	
FOR BUILDING OR BUSINESS PERSONAL PROPERTY, WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE IS 2%	
BUILDING - REPLACEMENT COST	$ 413,000
BUSINESS INCOME (NOT EXCEEDING 12 CONSECUTIVE MONTHS) DEDUCTIBLE: NONE	ACTUAL LOSS SUSTAINED
DAMAGE TO PREMISES RENTED TO YOU DEDUCTIBLE: NONE	$ 1,000,000
EQUIPMENT BREAKDOWN	INCLUDED
OUTDOOR SIGNS (DEDUCTIBLE: $ 250)	$ 7,500
MONEY AND SECURITIES (DEDUCTIBLE: $ 250):	
INSIDE THE PREMISES	$ 10,000
OUTSIDE THE PREMISES	$ 5,000
ACCOUNTS RECEIVABLE	$ 25,000
COMMERCIAL FINE ARTS	$ 10,000
VALUABLE PAPERS AND RECORDS	$ 25,000
SEWER OR DRAIN BACK-UP	$ 5,000
ORDINANCE OR LAW	SEE ENDORSEMENT
ORDINANCE OR LAW - COVERAGES B AND C - COMBINED LIMIT FOR DEMOLITION COST COVERAGE AND INCREASED COST OF CONSTRUCTION COVERAGE	$ 150,000
BUSINESS INCOME CAUSED BY DEPENDENT PROPERTIES	$ 5,000
ELECTRONIC DATA	$ 25,000

1209072425284740100000569

POLICY DECLARATIONS EXTENSION

NAMED INSURED: ROBERT J SALINAS

POLICY NUMBER: 02-BP-476780-0

APPLICABLE TO ALL PREMISES YOU OWN, RENT OR OCCUPY	LIMITS OF INSURANCE
BUSINESS LIABILITY:	
LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS) AND MEDICAL EXPENSES	$ 1,000,000
MEDICAL EXPENSES (ANY ONE PERSON)	$ 10,000
AGGREGATE LIMITS	$ 2,000,000
HIRED AUTO AND NON-OWNED AUTO LIABILITY	SEE BUSINESS LIABILITY
EMPLOYEE DISHONESTY (DEDUCTIBLE: NONE)	$ 15,000
FORGERY OR ALTERATION (DEDUCTIBLE NONE)	$ 25,000
EMPLOYMENT PRACTICES (DEDUCTIBLE: NONE):	
EACH INCIDENT LIMIT	$ 10,000
AGGREGATE LIMIT	$ 10,000
RETROACTIVE DATE OF 06/16/06	
IDENTITY RECOVERY COVERAGE EXPENSE REIMBURSEMENT	$ 25,000

PREMIUM FOR CERTIFIED ACTS OF TERRORISM	$ 20.00
TERM PREMIUM	$ 4,901.00
TOTAL TERM PREMIUM	$ 4,921.00

1209072425284740100000570

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve as to form-Lease Agreement# C-16-015-02-16-Laura Salinas-Lease of Off Space -City of Mercedes -WIC

From : Steve Crain <scrain@atlashall.com> Mon, Feb 01, 2016 10:15 AM

Subject : RE: Review & Approve as to form-Lease Agreement# C-16-015-02-16-Laura Salinas-Lease of Off Space -City of Mercedes -WIC 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The lease is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, January 29, 2016 5:20 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>; Martha Salazar <martha.salazar@co.hidalgo.tx.us>
Subject: Review & Approve as to form-Lease Agreement# C-16-015-02-16-Laura Salinas-Lease of Off Space -City of Mercedes -WIC

Mr. Crain-

Please review and approve as to form Lease agreement (attached hereto) for the purposes of award for: "Lease of Office Space in the City of Mercedes" for Hidalgo County WIC Program, subject to compliance with HB1295 [when and/or if applicable] with Laura Salinas.

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
***P**(956) 318-2626 **F**(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...



image001.gif
345 B

AI-53092

Purchasing Department 24.
E. 1.

CC - REGULAR
Meeting Date: 02/03/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Elena Gomez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Action to reject all bids received for Hidalgo County "Extraction of Water [aka, De-watering] Project through the Request for Bid: No.: 2016-022-MEG and modification of a new procurement packet [RFB: No.:2016-055-MEG] will be developed and drafted by/through the Purchasing Department and Emergency Management Coordinator so as to remove services/requirements not needed by HC and reflect compliance with HB1295 as well.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-415-18-160-001-0-540
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Fiscal impact at this point is only the advertising expense.

Each department will identify funding at the time of need (on an As needed basis)

Attachments

Memo for to Reject Bid
tab sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/27/2016 04:14 PM
Budget & Management	Veronica Ortiz	01/28/2016 10:09 AM
Manuel Chapa	Manuel Chapa	01/29/2016 09:27 AM
Auditor's Office	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Elena Gomez Started On: 01/25/2016 08:03 AM
Final Approval Date: 01/29/2016

PURCHASING DEPARMENT
County of Hidalgo

M E M O R A N D U M

TO: Chief Saldana, Hidalgo County Emergency Mgmt.

FROM: Elena Gomez, Procurement Process Coordinator

Hidalgo County Purchasing Department

DATE: January 20, 2016

RE: Bid No. 2016-022-12-30-MEG-Approval of Specifications for **HIDALGO COUNTY "Water Extraction Services" (Dewatering)**

Attach you will find a copy of the bid tabulation form and bid pages for the sole participant meeting the requirements for the above referenced project for your review and consideration. Please reply with your recommendation. We will attempt to present award of bid/contract at the next Commissioners Court Meeting therefore; as soon as possible

Indicate recommendations or concerns on the space provided below and reply via email: elena.gomez@co.hidalgo.tx.us or fax 956-292-7612. Please include the account number(s) for the above mentioned project.

Should you have any questions or require further information, do not hesitate to call me at 318-2626 extension 4855. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation
N/a	Bid rejected due to not meeting specifications.

Budget Acct №: 1100-429-00-110-075-0

Department: Office of Emergency Management

Concerns: Requested updated specifications.

Authorized Signature | Ricardo Saldana Printed Name | 1/20/16 Date

TAB SHEET

HIDALGO COUNTY

"EXTRACTION OF WATER (DEWATERING)"

RFB No. 2016-022-12-30-MEG

VENDOR INCLUDED OTHER PRODUCTS THAT WE DIDN'T NEED… DIDN'T MET SPECS

*****NOTE:** THE QUOTE PRICE SHOULD INCLUDE ANY ADDITIONAL COST

Internal use only: NIGP Commodity Code: 968-93Well Pointing Services (Dewatering)

DESCRIPTION	UNIT PRICE
Daily Rental (based on min of 8 hours of usage per day)	$_____ per Day
Weekly Rental (based on min 40 hours of usage per week)	$_____ per Week
Monthly Rate (based on min 182 hours of usage per month-30 days)	$_____ per Month
Weekend (based on min of 8 hours of usage per day)	$_____ per Day
Holidays (based on min of 8 hours of usage per day)	$_____ per Day
Emergency's (based on min of 8 hours of usage per day)	$_____ per Day
Credit, If any (deducted per day) such as rainy days, etc.	$_____ daily rental $ _____ weekly rental $_____ monthly rental

BID DATE: 12/30/2015

Exhibit "B" Hidalgo County Extraction of Water (Dewatering)

WATER TRANSFER SERVICES - POLY PIPE		
Description	Billing Increment	Rental Rate
Poly Pipe - 3"	Per Foot / Day	$ 0.150
Poly Pipe - 4"	Per Foot / Day	$ 0.300
Lay Flat	Per Foot / Day	$ 0.500
Flow Meter - 3"	Daily	$ 60.00
Flow Meter - 4" - 6"	Daily	$ 80.00
Road Crossings - 3"	Daily	$ 125.00
Road Crossings - 4"	Daily	$ 125.00
Pumps 6x3 High Pressure High Volume 500 gal per min	Daily	$ 700.00
Pumps 5x3 High Pressure High Volume 400 gal per min	Daily	$ 600.00
Pumps 6x6 Med. Pressure High Volume 600 gal min	Daily	$ 800.00
Pumps 10x8 "Supper 8" High Pressure High Volume 4200 gal min	Daily	$ 2,400.00
Containments and Safety Items for Each Pump	Daily	Included in Pump
Pump - Mob / Hook Up	Per Pump	$ 1,000.00
Pump - Demob / UnHook	Per Pump	$ 1,000.00
Poly Clamp / Sleeve	Each	$ 150.00
Poly Manifold	Daily	$ 100.00
Poly "T" (3" or 4")	Daily	$ 35.00
Ball Valves (3" or 4")	Daily	$ 35.00
Poly 90's (3" or 4") and Transitions	Daily	$ 15.00
Pressure Hoses - 3"	Daily	$ 25.00
Pressure Hoses - 4"	Daily	$ 35.00
Suction Hoses - 6"	Daily	$ 50.00
Suction Hoses - 8"	Daily	$ 75.00
Lost/Damaged Poly Pipe - 3"	Per Foot	$ 7.00
Lost/Damaged Poly Pipe - 4"	Per Foot	$ 9.00
Lay Out of Poly Pipe & Lay Flat	Per 1/10 mile	$ 750.00
Pick Up of Poly Pipe & Lay Flat	Per 1/10 mile	$ 750.00

EQUIPMENT & LABOR		
Description	Billing Increment	Rate
Diesel Fuel	Per Gallon	Included in Pump Price
Service Call Truck + 2 men (After 5 PM and Overtime)	Hourly (4 Hr. Minimum)	$ 165.00
Service Call Truck + 1 Crew to Refuel / Service	Hourly (4 Hr. Minimum)	$ 150.00
Truck with a Driver to Deliver Crew or Hot Shot	Hourly (4 Hr. Minimum)	$ 85.00
Truck + 1 crew	Hourly (4 Hr. Minimum)	$ 125.00
Crew Members	Hourly (4 Hr. Minimum)	$ 65.00
Truck Combo Package (1 Truck and 4 Crew)	Hourly (4 Hr. Minimum)	$ 225.00
Field Supervisor and Safety Supervisor	Hourly (4 Hr. Minimum)	$ 165.00
Skid Steer / 5k Forklift	Hourly (4 Hr. Minimum)	$ 90.00
Equipment Operator	Hourly (4 Hr. Minimum)	$ 85.00
Generator - 150 Kw	Daily	$ 300.00
Port O Pottie	Daily	$ 35.00
Cleaning of Port O Pottie	Daily	$ 65.00
Mobilization and Demobiliation of Port O Pottie	Per Item	$ 250.00
Light Tower	Daily	$ 35.00
Light Tower Mobilization and Demobilization	Per Item	$ 400.00
Service of Equipment	Hourly (4 Hr. Minimum)	$ 105.00
Trash Trailer	Hourly (4 Hr. Minimum)	$ 25.00
Trash Trailer Dump	Per Dump	$ 350.00
Trenching	Hourly (4 Hr. Minimum)	$ 180.00
Vacuum Truck	Hourly (4 Hr. Minimum)	$ 105.00
Dump Fee for Vacuum Truck	Per Brl.	$ 5.00

Standby Rate		
Description	Billing Increment	Rate
All Daily Items	Daily	50%

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER=S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: December 30, 2015 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY "Extraction of Water (Dewatering)
BID NO.: 2016-022-12-30-MEG

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
GEM Services, LLP Garrett Edward Mann gem@gemservicesllp.com	Email	Elena Gomez	12/14/15	210-863-2020 956-240-0400
ISQFT Tina Voigt tvoigt@ISQFT.com	Email	Elena Gomez	12/14/15	4500 Lake Forest Drive, suite 502 Cincinnati, OH 45242 800-364-2059 ext 8606
Hydra US ken@hydraus.com	Email	Elena Gomez	12/14/15	409-392-0190
Virtual Builders Exchange Karen Sesters Karen@virtualbx.com	Email	Elena Gomez	12/14/15	4047 Naco Perrin, Suite 100 San Antonio, Texas 78217 210-567-6900 ext 126
Denali Water Solutions Karla Bowden Karla.bowden@denaliwater.com	Email	Elena Gomez	12/14/15	3308 Bernice Avenue, Russellville, AR. 72802 479-668-4346
AMTEK Information Services John M. Rugh john@amtekusa.com	Email	Elena Gomez	12/14/15	512-323-0508
The 5125 Company Valeria Montoya pe5125@aol.com	Email	Elena Gomez	12/14/15	1008 Doherty Mission, Texas 78572 O 956-583-5125 F 956-585-1633
Services Master Restoration T. A. Hawkins Andyhawkins333@gmail.com	Email	Elena Gomez	12/14/15	111 E. Whitewing McAllen, Texas
CSJ Group Jose E. Saenz eddiesaenz95@gmail.com	Email	Elena Gomez	12/15/15	PO Box 3666 Edinburg, Texas 78540 95-239-2984
Prime Vendor,INC. Work41@prime-vendor.com	Email	Elena Gomez	12/15/15	4622 Cedar Ave, Suite 124 Wilmington, NC 28403 800-746-9554
Xylem Dewatering DBA Godwin Pumps Jon Cantu Jonathon.cantu.xyleminc.com	IP	Elena Gomez	12/16/15	2029 N. Lexington Blvd Corpus Christi, Texas 78409 361-403-7201

Saenz Utility Contractors, LLC Maribel Saenz accounts@saenzutility.com	Email	Elena Gomez	12/16/15	956-262-8506
ISQFT Jake Valentine jvalentine@ISQFT.COM	Email	Elena Gomez	12/17/15	4500 Lake Forest Drive, Suite 502 Cincinnati, OH 45242 800-364-2059 ext 7024
Biosolids Management Group, INC Tim Gelles timgellesbmgsales@gmail.com	Email	Elena Gomez	12/22/15	1002 Quartzs Ave. PO Box 547 Boone, IA 50036 Fax 515-433-6047

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

AI-53145 Closed Session 25. C.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Victor Carrillo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 08:28 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Aida Alvarez Started On: 01/27/2016 11:23 AM

Final Approval Date: 01/29/2016

AI-53148 Closed Session 25. D.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Rebeca Bautista

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 08:28 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Aida Alvarez Started On: 01/27/2016 11:26 AM

Final Approval Date: 01/29/2016

AI-53151 Closed Session 25. E.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

David Carrizales & Rogelia Stabolito v. Guadalupe "Lupe" Trevino, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 08:28 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Aida Alvarez Started On: 01/27/2016 11:41 AM

Final Approval Date: 01/29/2016

AI-53183 Closed Session 25. F.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Manuel Saenz, Jr.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 11:14 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Aida Alvarez Started On: 01/28/2016 04:20 PM

Final Approval Date: 01/29/2016

AI-53186 Closed Session 25. G.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Deborah Coronado

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 08:11 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Aida Alvarez Started On: 01/28/2016 04:24 PM

Final Approval Date: 01/29/2016

AI-53147 Open Session 27. C.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Victor Carrillo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 08:28 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Aida Alvarez Started On: 01/27/2016 11:25 AM

Final Approval Date: 01/29/2016

AI-53149 Open Session 27. D.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Rebeca Bautista

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 08:28 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Aida Alvarez Started On: 01/27/2016 11:27 AM

Final Approval Date: 01/29/2016

AI-53153 Open Session 27. E.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

David Carrizales & Rogelia Stabolito v. Guadalupe "Lupe" Trevino, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2016 08:28 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Aida Alvarez Started On: 01/27/2016 11:46 AM

Final Approval Date: 01/29/2016

AI-53185 Open Session 27. F.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Manuel Saenz, Jr.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 08:10 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Aida Alvarez Started On: 01/28/2016 04:23 PM

Final Approval Date: 01/29/2016

AI-53187 Open Session 27. G.

CC - REGULAR

Meeting Date: 02/03/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Deborah Coronado

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/29/2016 08:11 AM
Purchasing Department	Monica Badillo	01/29/2016 06:16 PM

Form Started By: Aida Alvarez Started On: 01/28/2016 04:25 PM

Final Approval Date: 01/29/2016